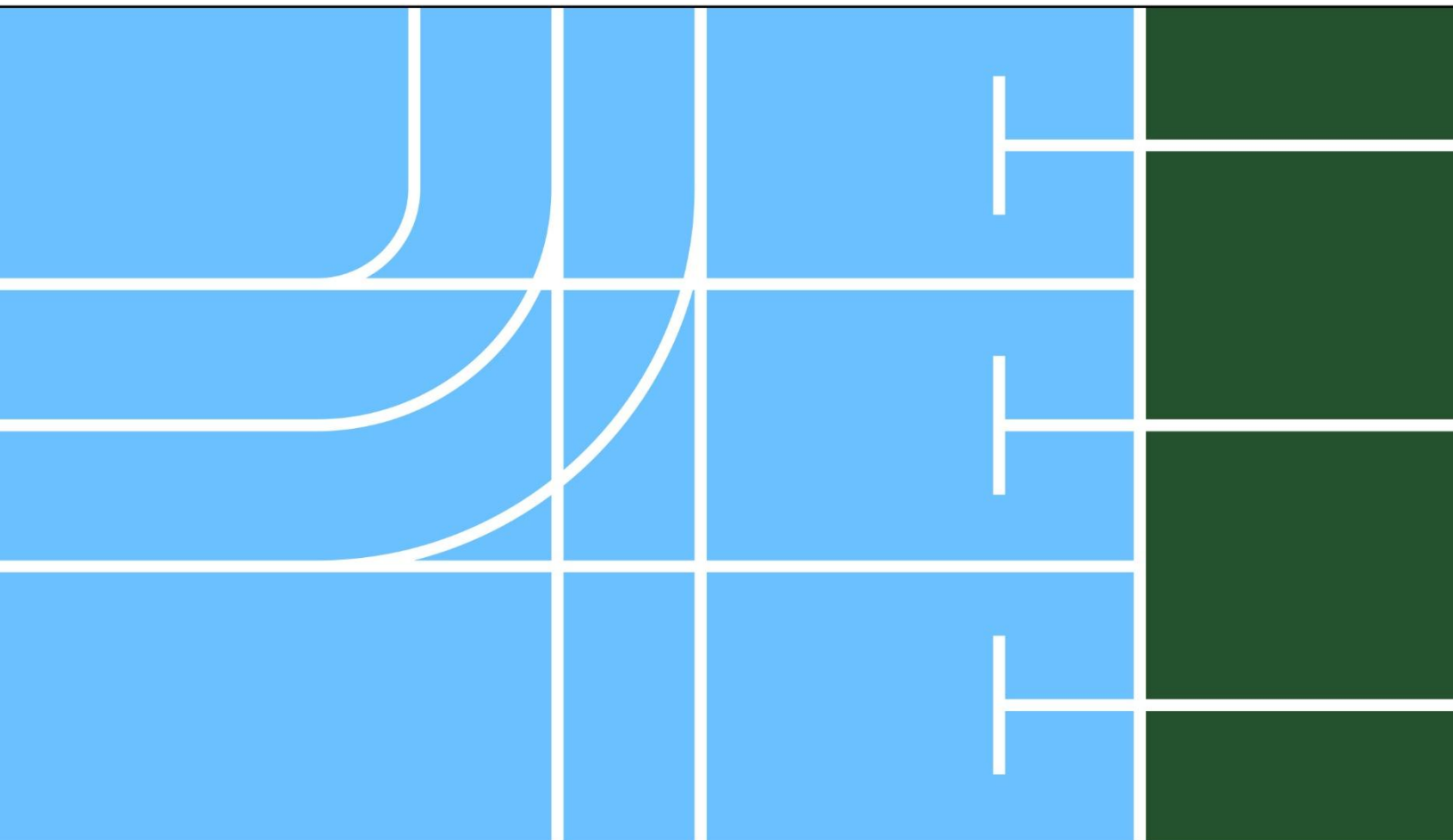




World Anti-Doping Code

# International Standard for Code Compliance by Signatories



2027

## ***International Standard for Code Compliance by Signatories***

The ~~World Anti-Doping Code~~ *International Standard for Code Compliance by Signatories* is a mandatory *International Standard* developed as part of the World Anti-Doping Program. It was developed in consultation with *Signatories*, public authorities, [Athletes](#), and other relevant stakeholders.

The *International Standard for Code Compliance by Signatories* was first adopted in 2017 and came into effect in April 2018. A [Subsequent revised version was versions](#) approved by the WADA Executive Committee ~~at the World Conference on Doping in Sport in Katowice on 7 November 2019~~ and came into effect on 1 January 2021 [and 1 April 2024](#).

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# TABLE OF CONTENTS **Table of Contents**

<b>PART ONE: INTRODUCTION, CODE PROVISIONS, <i>INTERNATIONAL STANDARD</i></b>	<b>5</b>
<b>PROVISIONS, AND <del>DEFINITIONS</del><u>INTERPRETATION</u></b>	<b>5</b>
<b>1.0 Introduction and Scope</b>	<b>5</b>
<b>2.0 Relevant <i>Code</i> and <i>International Standard</i> for Laboratories Provisions</b>	<b>6</b>
<b>3.0 <del>Definitions and</del> Interpretation</b>	<b>6</b>
3.1 <del>Defined terms from the Code that are used in the International Standard for Code Compliance by Signatories</del>	<del>6</del>
3.2 <del>Defined terms from the International Standard for Education</del>	<del>12</del>
3.3 <del>Defined terms from the International Standard for Laboratories</del>	<del>12</del>
3.4 <del>Defined terms from the International Standard for the Protection of Privacy and Personal Information</del>	<del>12</del>
3.5 <del>Defined terms from the International Standard for Testing and Investigations</del>	<del>12</del>
3.6 <del>Defined term from the International Standard for Therapeutic Use Exemptions</del>	<del>13</del>
3.7 <del>Defined terms specific to the International Standard for Code Compliance by Signatories</del>	<del>13</del>
3.8 <del>Interpretation</del>	<del>15</del>
<b>PART TWO: STANDARDS FOR <i>WADA'S</i> MONITORING AND ENFORCEMENT OF <i>CODE</i></b>	<b>15</b>
<b>COMPLIANCE BY <i>SIGNATORIES</i></b>	<b>158</b>
<b>4.0 Objective</b>	<b>158</b>
<b>5.0 Roles, Responsibilities, and Procedures of the Different Bodies Involved in <i>WADA's</i> Compliance Monitoring Function</b>	<b>169</b>
5.1 <del>Operational Oversight of Code Compliance</del> <u>17 by <i>WADA</i> Management</u>	<u>10</u>
5.2 <del>Independent Review and Recommendations</del> <u>18 by the CRC</u>	<u>11</u>
5.3 <del>Independent Determination of Non-Compliance and <i>Signatory Consequences</i></del> <u>19 by CAS</u>	<u>11</u>
5.4 <del>The Principle of Last Resort</del>	<del>19</del> <u>12</u>
5.5 <del>Reinstatement Procedures</del>	<del>21</del> <u>14</u>
<b><i>Figure Two: Flow chart depicting the process following a formal allegation of non-compliance (Articles 5.3.1, 5.3.2 and 5.3.3)</i></b>	<b>21</b>
<b>6.0 <i>WADA's</i> Support for <i>Signatories'</i> Efforts to Achieve/Maintain Code Compliance</b>	<b>22</b> <u>14</u>
6.1 <del>Objective</del>	<del>22</del> <u>14</u>
6.2 <del>Operational and Technical Support</del>	<del>22</del> <u>14</u>
<b>7.0 Monitoring <i>Signatories'</i> Code Compliance Efforts</b>	<b>23</b> <u>16</u>
7.1 <del>Objective</del>	<del>23</del> <u>16</u>
7.2 <del>Prioritization Between Different <i>Signatories</i></del>	<del>23</del> <u>16</u>
7.3 <del>Cooperation with Other Bodies</del>	<del>25</del> <u>18</u>

7.4	WADA's Monitoring Tools	2618
7.5	Code Compliance Questionnaires	2820
7.6	Mandatory Information Requests	2921
7.7	The Compliance Audit Program	2921
7.8	Program Area Monitoring	3123
7.9	Special Provisions Applicable to <i>Major Event Organizations</i>	3224
<b>8.0</b>	<b>Giving <i>Signatories</i> the Opportunity to Correct <i>Non-Conformities</i></b>	<b>3426</b>
8.1	Objective	3426
8.2	Corrective Action Reports and Corrective Action Plans	3427
8.3	Final Opportunity to Correct before Referral to the CRC	3628
8.4	Referral to the CRC	3628
8.5	Fast-Track Procedure	3730
8.6	Event of Force Majeure	3831
8.7	Transparency	32
<b>9.0</b>	<b>Confirming Non-Compliance and Imposing <i>Signatory Consequences</i></b>	<b>3932</b>
9.1	CRC Recommendation	3932
9.2	Consideration by WADA's Executive Committee	3932
9.3	<del>Acceptance by the</del> The options for a <i>Signatory</i> <del>40</del> in responding to an Article 9.2 formal notice33	
9.4	Determination by CAS	4135
9.5	Recognition <del>and Enforcement</del> of <i>Signatory Consequences</i> by Other <i>Signatories</i>	4337
9.6	<del>Disputes about Reinstatement</del>	43
<b>10.0</b>	<b>Determining <i>Signatory Consequences</i></b>	<b>4337</b>
10.1	Potential <i>Signatory Consequences</i>	4337
10.2	Principles Relevant to the Determination of the <i>Signatory Consequences</i> to be Applied in a Particular Case	4438
<b>11.0</b>	<b><i>Reinstatement</i></b>	<b>4640</b>
11.1	Objective	4640
11.2	<i>Reinstatement</i> Conditions	4640
11.3	The <i>Reinstatement</i> Process	4842
<b>12.0</b>	<b>Transitional Provisions</b>	<b>4843</b>
12.1	Proceedings Pending as of 1 January <del>2023</del>	<del>48</del> 2027 43
<b>ANNEX A: CATEGORIES OF NON-COMPLIANCE</b>		<b>5044</b>
<b>ANNEX B: <i>SIGNATORY CONSEQUENCES</i></b>		<b>5549</b>
<b><u>APPENDIX 1: DEFINITIONS</u></b>		<b><u>57</u></b>

## PART ONE: INTRODUCTION, CODE PROVISIONS, INTERNATIONAL STANDARD PROVISIONS, AND ~~DEFINITIONS~~INTERPRETATION

### 1.0 Introduction and Scope

The purpose of the *International Standard for Code Compliance by Signatories* is to set out the relevant framework and procedures for ensuring Code Compliance by Signatories.

*Signatories* to the World Anti-Doping Code (the *Code*) commit to comply with a number of legal, technical, and operational requirements that are set out in the *Code* and the accompanying *International Standards*. Such compliance is necessary to deliver harmonized, coordinated, and effective Anti-Doping Programs at the international and national level, so that *Athletes* and other stakeholders can experience doping-free competition on a level playing field wherever sport is played.

The *Code* makes WADA responsible for monitoring and enforcing compliance by *Signatories* with the *Code* and the *International Standards*. The *Code* also requires *Signatories* to report on their compliance to WADA. Under the *Code*, it is the CAS, not WADA, that is responsible for determining non-compliance and imposing ~~consequences~~Signatory Consequences on *Signatories* if they do not accept WADA's allegation of non-compliance and/or the *Signatory Consequences* proposed by WADA.

The *International Standard for Code Compliance by Signatories* sets out:

- ~~the~~ The roles, responsibilities, and procedures of the different bodies involved in WADA's compliance monitoring function (Part Two, Article 5);
- ~~the~~ The support and assistance that WADA will offer to *Signatories* in their efforts to comply with the *Code* and the *International Standards* (Part Two, Article 6);
- ~~the~~ The means by which WADA will monitor compliance by *Signatories* with their obligations under the *Code* and the *International Standards* (Part Two, Article 7);
- ~~the~~ The opportunities and support that WADA will offer to *Signatories* to correct *Non-Conformities* before any formal action is taken (Part Two, Article 8);
- ~~if~~ If a *Signatory* fails to correct the *Non-Conformities*, the process ~~to be followed~~that WADA will follow to get CAS to hear and determine an allegation of non-compliance and to determine the *Signatory Consequences* of such non-compliance. This process mirrors, insofar as is appropriate and practicable, the process followed in determining *Code* non-compliance and the *Consequences* of such non-compliance for *Athletes* and other *Persons* (Part Two, Articles 9 and 10; Annexes A and B);
- ~~the~~ The principles to be applied by CAS to determine the *Signatory Consequences* to be imposed in a particular case, depending on the facts and circumstances of that case (Part Two, Article 10; Annexes A and B);
- ~~the~~ The procedures that WADA will follow to ensure that a *Signatory* that has been determined to be non-compliant is *Reinstated* as quickly as possible once it has corrected that non-compliance (Part Two, Article 11); and
- ~~the~~ The transitional provisions applicable to proceedings pending as of 1 ~~April 2024~~January 2027 (Part Two, Article 12).

The ultimate objective is to ensure that strong *Code*-compliant anti-doping rules and programs are applied and enforced consistently and effectively across all sports and all countries, so that clean *Athletes* can have confidence that there is fair competition on a level playing field, and public confidence in the integrity of sport can be maintained. However, the *International Standard* for *Code* Compliance by *Signatories* is flexible enough to recognize certain priorities. In particular, it includes specific provisions (including a special fast-track procedure) to enable WADA to take urgent and effective action to address instances of deliberate and/or bad faith non-compliance with *Critical Code* requirements. It also gives WADA discretion to prioritize its compliance efforts in particular areas and/or with particular *Signatories*. Most importantly, *Signatories* who are seeking in good faith to comply with the *Code* will be encouraged and supported to achieve and maintain full Code Compliance. The desire is always to have *Signatories* address any compliance issues voluntarily. Having a *Signatory* declared non-compliant and *Signatory Consequences* imposed is the last resort, to be pursued only where the *Signatory* has failed, despite every encouragement, to correct its *Non-Conformities*.

In the interests of transparency and accountability, WADA may publish as much detail as it considers appropriate about its general compliance monitoring program. It may also publish information about activities and outcomes in respect of individual *Signatories* who have been the subject of specific action under the program.

~~Terms used in this *International Standard* that are defined terms from the *Code* are italicized. Terms that are defined in this or another *International Standard* are underlined.~~

## 2.0 Relevant *Code* and *International Standard* for Laboratories Provisions

The following ~~articles~~Articles in the *Code* are directly relevant to the *International Standard* for *Code* Compliance by *Signatories*. ~~They;~~ they can be obtained by referring to the *Code* itself:

- ~~– Article 12 Sanctions by *Signatories* Against Other Sporting Bodies.~~
- ~~– Article 13.6 Appeals from Decisions under Article 24.1.~~
- ~~– Article 20 Additional Roles and Responsibilities of *Signatories* and WADA.~~
- ~~– Article 24 Monitoring and Enforcing Compliance with the *Code* and *UNESCO Convention*.~~

The following articles in the *International Standard* for Laboratories are directly relevant to the *International Standard* for *Code* Compliance by *Signatories*. They can be obtained by referring to the *International Standard* for Laboratories itself:

- ~~– Article 4.1.24.1.1.2 Applicant ~~Laboratory~~laboratory, Submit Initial Application Form.~~
- ~~– Article 4.8.1.24.2.1.2 Applicant ~~Laboratory~~laboratory for WADA approval for the ABP, Submit Initial Application Form.~~

## ~~3.0 Definitions and Interpretation~~

### ~~3.1 Defined terms from the *Code* that are used in the *International Standard* for *Code* Compliance by *Signatories*~~

**~~ADAMS:~~** The Anti-Doping Administration and Management System is a Web-based database management tool for data entry, storage, sharing, and reporting designed to assist stakeholders and WADA in their anti-doping operations in conjunction with data protection legislation.

**~~Adverse Analytical Finding:~~** A report from a WADA-accredited laboratory or other WADA-approved laboratory that, consistent with the *International Standard* for Laboratories, establishes in a *Sample* the presence of a *Prohibited Substance* or its *Metabolites* or *Markers* or evidence of the *Use of a Prohibited Method*.

**~~Adverse Passport Finding:~~** A report identified as an *Adverse Passport Finding* as described in the applicable *International Standards*.

**~~Aggravating Factors:~~** This term encompasses a deliberate attempt to circumvent or undermine the *Code* or the *International Standards* and/or to corrupt the anti-doping system, an attempt to cover up non-compliance, or any other form of bad faith on the part of the *Signatory* in question; a persistent refusal or failure by the *Signatory* to make any reasonable effort to correct *Non-Conformities* that are notified to it by WADA; repeat offending; and any other factor that aggravates the *Signatory's* non-compliance.

**~~Anti-Doping Activities:~~** Anti-doping *Education* and information, test distribution planning, maintenance of a *Registered Testing Pool*, managing *Athlete Biological Passports*, conducting *Testing*, organizing analysis of *Samples*, gathering of intelligence and conduct of investigations, processing of **TUE** applications, *Results Management*, **hearings**, monitoring and enforcing compliance with any *Consequences* imposed, and all other activities related to anti-doping to be carried out by or on behalf of an *Anti-Doping Organization*, as set out in the *Code* and/or the *International Standards*.

**~~Anti-Doping Organization:~~** WADA or a *Signatory* that is responsible for adopting rules for initiating, implementing or enforcing any part of the *Doping Control* process. This includes, for example, the International Olympic Committee, the International Paralympic Committee, other *Major Event Organizations* that conduct *Testing* at their *Events*, International Federations, and *National Anti-Doping Organizations*.

**~~Approved Third Party:~~** One or more *Anti-Doping Organizations* and/or *Delegated Third Parties* selected or approved by WADA, following consultation with the non-compliant *Signatory*, to *Supervise* or *Takeover* some or all of that *Signatory's* *Anti-Doping Activities*. As a last resort, if there is no other suitable body available, then WADA may carry out this function itself.

**~~Athlete:~~** Any *Person* who competes in sport at the international level (as defined by each International Federation) or the national level (as defined by each *National Anti-Doping Organization*). An *Anti-Doping Organization* has discretion to apply anti-doping rules to an *Athlete* who is neither an *International-Level Athlete* nor a *National-Level Athlete*, and thus



to bring them within the definition of “Athlete.” [...]

~~[Comment to Athlete: Individuals who participate in sport may fall in one of five categories: 1) International-Level Athlete, 2) National-Level Athlete, 3) individuals who are not International or National-Level Athletes but over whom the International Federation or National Anti-Doping Organization has chosen to exercise authority, 4) Recreational Athlete, and 5) individuals over whom no International Federation or National Anti-Doping Organization has, or has chosen to, exercise authority. All International or National-Level Athletes are subject to the anti-doping rules of the Code, with the precise definitions of international and national level sport to be set forth in the anti-doping rules of the International Federations and National Anti-Doping Organizations.]~~

**Athlete Biological Passport:** The program and methods of gathering and collating data as described in the ~~International Standard for Testing and Investigations and International Standard for Laboratories.~~

**Athlete Support Personnel:** Any coach, trainer, manager, agent, team staff, official, medical, paramedical personnel, parent or any other Person working with, treating or assisting an Athlete participating in or preparing for sports ~~Competition.~~

**Atypical Finding:** A report from a WADA-accredited laboratory or other WADA-approved laboratory which requires further investigation as provided by the ~~International Standard for Laboratories or related Technical Documents prior to the determination of an Adverse Analytical Finding.~~

**CAS:** The Court of Arbitration for Sport.

**Code:** The World Anti-Doping Code.

**Consequences of Anti-Doping Rule Violations (“Consequences”):** An Athlete’s or other Person’s violation of an anti-doping rule may result in one or more of the following: (a) Disqualification means the Athlete’s results in a particular Competition or Event are invalidated, with all resulting Consequences including forfeiture of any medals, points and prizes; (b) Ineligibility means the Athlete or other Person is barred on account of an anti-doping rule violation for a specified period of time from participating in any Competition or other activity or funding as provided in Article 10.14.1; (c) Provisional Suspension means the Athlete or other Person is barred temporarily from participating in any Competition or activity prior to the final decision at a hearing conducted under Article 8; (d) Financial Consequences means a financial sanction imposed for an anti-doping rule violation or to recover costs associated with an anti-doping rule violation; and (e) Public Disclosure means the dissemination or distribution of information to the general public or Persons beyond those Persons entitled to earlier notification in accordance with Article 14. Teams in Team Sports may also be subject to Consequences as provided in Article 11.

**Critical:** A requirement that is considered to be Critical to the fight against doping in sport. See further Annex A of the ~~International Standard for Code Compliance by Signatories.~~



**~~Delegated Third Party:~~** Any ~~Person~~ to which an ~~Anti-Doping Organization~~ delegates any aspect of ~~Doping Control~~ or anti-doping ~~Education~~ programs including, but not limited to, third parties or other ~~Anti-Doping Organizations~~ that conduct ~~Sample~~ collection or other ~~Doping Control~~ services or anti-doping ~~Educational~~ programs for the ~~Anti-Doping Organization~~, or individuals serving as independent contractors who perform ~~Doping Control~~ services for the ~~Anti-Doping Organization~~ (e.g., non-employee ~~Doping Control~~ officers or chaperones). This definition does not include ~~CAS~~.

**~~Doping Control:~~** All steps and processes from test distribution planning through to ultimate disposition of any appeal and the enforcement of ~~Consequences~~, including all steps and processes in between, including but not limited to, ~~Testing~~, investigations, whereabouts, ~~TUEs~~, ~~Sample~~ collection and handling, laboratory analysis, ~~Results Management~~, ~~hearings and appeals~~, and investigations or proceedings relating to violations of Article 10.14 (Status During ~~Ineligibility or Provisional Suspension~~).

**~~Education:~~** The process of learning to instill values and develop behaviors that foster and protect the spirit of sport, and to prevent intentional and unintentional doping.

**~~Event:~~** A series of individual ~~Competitions~~ conducted together under one ruling body (e.g., the Olympic Games, world championships of an International Federation, or Pan American Games).<sup>4</sup>

**~~Fine:~~** Payment by the ~~Signatory~~ of an amount that reflects the seriousness of the non-compliance/~~Aggravating Factors~~, its duration, and the need to deter similar conduct in the future. In a case that does not involve non-compliance with any ~~Critical~~ requirements, the ~~Fine~~ shall not exceed the lower of (a) 10% of the ~~Signatory's~~ total annual budgeted expenditure; and (b) US\$100,000. The ~~Fine~~ will be applied by ~~WADA~~ to finance further ~~Code~~ compliance monitoring activities and/or anti-doping ~~Education~~ and/or anti-doping research.

**~~General:~~** A requirement that is considered to be important to the fight against doping in sport but does not fall into the categories of ~~Critical~~ or ~~High Priority~~. See further Annex A of the ~~International Standard for Code Compliance by Signatories~~.

**~~High Priority:~~** A requirement that is considered to be ~~High Priority~~ but not ~~Critical~~ in the fight against doping in sport. See further Annex A of the ~~International Standard for Code Compliance by Signatories~~.

<sup>4</sup> ~~Where the term 'Event' is used in Annex B of this International Standard for Code Compliance by Signatories, it has the meaning set out above, but in addition the event must be under the authority of a Signatory in order to qualify as an 'Event' for purposes of Annex B.~~

**~~Independent Observer Program:~~** A team of observers and/or auditors, under the supervision of WADA, who observe and provide guidance on the *Doping Control* process prior to or during certain *Events* and report on their observations as part of WADA's compliance monitoring program.

**~~International Event:~~** An *Event* or *Competition* where the International Olympic Committee, the International Paralympic Committee, an International Federation, a *Major Event Organization*, or another international sport organization is the ruling body for the *Event* or appoints the technical officials for the *Event*.

**~~International Standard:~~** A standard adopted by WADA in support of the *Code*. Compliance with an *International Standard* (as opposed to another alternative standard, practice or procedure) shall be sufficient to conclude that the procedures addressed by the *International Standard* were performed properly. *International Standards* shall include any *Technical Documents* issued pursuant to the *International Standard*.

**~~Major Event Organizations:~~** The continental associations of *National Olympic Committees* and other international multi-sport organizations that function as the ruling body for any continental, regional or other *International Event*.

**~~National Anti-Doping Organization:~~** The entity(ies) designated by each country as possessing the primary authority and responsibility to adopt and implement anti-doping rules, direct the collection of *Samples*, manage test results and conduct *Results Management* at the national level. If this designation has not been made by the competent public authority(ies), the entity shall be the country's *National Olympic Committee* or its designee.

**~~National Olympic Committee:~~** The organization recognized by the International Olympic Committee. The term *National Olympic Committee* shall also include the National Sport Confederation in those countries where the National Sport Confederation assumes typical *National Olympic Committee* responsibilities in the anti-doping area.

**~~Non-Conformity:~~** Where a *Signatory* is not complying with the *Code* and/or one or more *International Standards* and/or any requirements imposed by the WADA Executive Committee, but the opportunities provided in the *International Standard* for *Code* Compliance by *Signatories* to correct the *Non-Conformity/Non-Conformities* have not yet expired and so WADA has not yet formally alleged that the *Signatory* is non-compliant.

**~~Person:~~** A natural *Person* or an organization or other entity.

**~~Publicly Disclose:~~** See *Consequences of Anti-Doping Rule Violations* above.

**~~Registered Testing Pool:~~** The pool of highest priority *Athletes* established separately at the international level by International Federations and at the national level by *National Anti-*

~~*Doping Organizations, who are subject to focused In-Competition and Out-of-Competition Testing as part of that International Federation's or National Anti-Doping Organization's test distribution plan and therefore are required to provide whereabouts information as provided in Article 5.5 and the International Standard for Testing and Investigations.*~~

~~***Reinstatement:** When a Signatory that was previously declared non-compliant with the Code and/or the International Standards is determined to have corrected that non-compliance and to have met all of the other conditions imposed in accordance with Article 11 of the International Standard for Code Compliance by Signatories for Reinstatement of its name to the list of Code-compliant Signatories (and Reinstated shall be interpreted accordingly).*~~

~~***Representatives:** Officials, directors, officers, elected members, employees, and committee members of the Signatory or other body in question, and also (in the case of a National Anti-Doping Organization or a National Olympic Committee acting as a National Anti-Doping Organization) Representatives of the government of the country of that National Anti-Doping Organization or National Olympic Committee.*~~

~~***Results Management:** The process encompassing the timeframe between notification as per Article 5 of the International Standard for Results Management, or in certain cases (e.g., Atypical Finding, Athlete Biological Passport, Whereabouts Failure), such pre-notification steps expressly provided for in Article 5 of the International Standard for Results Management, through the charge until the final resolution of the matter, including the end of the hearing process at first instance or on appeal (if an appeal was lodged).*~~

~~***Sample or Specimen:** Any biological material collected for the purposes of Doping Control.*~~

~~*[Comment to Sample or Specimen: It has sometimes been claimed that the collection of blood Samples violates the tenets of certain religious or cultural groups. It has been determined that there is no basis for any such claim.]*~~

~~***Signatories:** Those entities accepting the Code and agreeing to implement the Code, as provided in Article 23.<sup>2</sup>*~~

<sup>2</sup>\_\_\_\_\_~~For purposes of this International Standard for Code Compliance by Signatories, if a Signatory is replaced by a successor entity, then (unless WADA decides otherwise) the successor entity will be deemed, by virtue of its acceptance of the role of successor to or replacement for that Signatory under and in accordance with the Code: (1) to have acquired the rights of the predecessor Signatory to dispute any compliance issue; and (2) to have assumed the liability of the predecessor Signatory for any compliance issue (including being bound by any resulting Consequences and having to satisfy any resulting Reinstatement conditions). For these purposes, a 'compliance issue' means any non-compliance that took place before the time of replacement but for which a compliance procedure: (a) has not yet been started at the time of the replacement; or (b) has been started by the time of the replacement but not yet completed (i.e., the asserted non-compliance has not yet been determined and/or the Consequences imposed on account of the non-compliance have not yet been discharged in full and/or the Reinstatement conditions imposed have not yet been satisfied in full). Where a Signatory is to be replaced by more than one successor entity, either agreement shall be reached with WADA that one of the successor entities will acquire the rights and assume the liability of the predecessor Signatory in respect of any compliance issue, or else~~

**~~Special Monitoring:~~** Where, as part of the consequences imposed on a non-compliant *Signatory*, WADA applies a system of specific and ongoing monitoring to some or all of the *Signatory's Anti-Doping Activities*, to ensure that the *Signatory* is carrying out those activities in a compliant manner.

**~~Supervision:~~** Where, as part of the consequences imposed on a non-compliant *Signatory*, an *Approved Third Party* oversees and supervises the *Signatory's Anti-Doping Activities*, as directed by WADA, at the *Signatory's* expense (and *Supervise* shall be interpreted accordingly). Where a *Signatory* has been declared non-compliant and has not yet finalized a *Supervision* agreement with the *Approved Third Party*, that *Signatory* shall not implement independently any *Anti-Doping Activity* in the area(s) that the *Approved Third Party* is to oversee and supervise without the express prior written agreement of WADA.

**~~Takeover:~~** Where, as part of the consequences imposed on a non-compliant *Signatory*, an *Approved Third Party* takes over all or some of the *Signatory's Anti-Doping Activities*, as directed by WADA, at the *Signatory's* expense. Where a *Signatory* has been declared non-compliant and has not yet finalized a *Takeover* agreement with the *Approved Third Party*, that *Signatory* shall not implement independently any *Anti-Doping Activity* in the area(s) that the *Approved Third Party* is to take over without the express prior written agreement of WADA.

**~~Target Testing:~~** Selection of specific *Athletes* for *Testing* based on criteria set forth in the *International Standard for Testing and Investigations*.

**~~Technical Document:~~** A document adopted and published by WADA from time to time containing mandatory technical requirements on specific anti-doping topics as set forth in an *International Standard*.

**~~Testing:~~** The parts of the *Doping Control* process involving test distribution planning, *Sample* collection, *Sample* handling, and *Sample* transport to the laboratory.

**~~Therapeutic Use Exemption (TUE):~~** A *Therapeutic Use Exemption* allows an *Athlete* with a medical condition to use a *Prohibited Substance* or *Prohibited Method*, but only if the conditions set out in Article 4.4 and the *International Standard for Therapeutic Use Exemptions* are met.

**~~UNESCO Convention:~~** The *International Convention against Doping in Sport* adopted by the 33rd session of the UNESCO General Conference on 19 October 2005, including any

~~each of the successor entities will be deemed, by virtue of its acceptance of the role of partial successor to or replacement for that Signatory under and in accordance with the Code, to have acquired such rights and assumed such liability on a joint and several basis with the other successor entity/ies.~~

and all amendments adopted by the States Parties to the Convention and the Conference of Parties to the International Convention against Doping in Sport.

~~WADA: The World Anti-Doping Agency.~~

### ~~3.2 Defined terms from the International Standard for Education~~

~~**Education Plan:** A document that includes: a situation assessment; identification of an Education Pool; objectives; Education activities and monitoring procedures as required by Article 4.~~

~~**Education Pool:** A list of target groups identified through a system assessment process.~~

~~**Education Program:** A collection of Education activities undertaken by a Signatory to achieve the intended learning objectives.~~

~~**Educator:** A person who has been trained to deliver Education and is authorized by a Signatory for this purpose.~~

~~**Values-Based Education:** Delivering activities that emphasize the development of an individual's personal values and principles, to build their capacity to make decisions to behave ethically.~~

### ~~3.3 Defined term from the International Standard for Laboratories~~

~~**Athlete Passport Management Unit (APMU):** A unit composed of a Person or Persons that is responsible for the timely management of Athlete Biological Passports in ADAMS on behalf of the Passport Custodian.~~

### ~~3.4 Defined term from the International Standard for the Protection of Privacy and Personal Information~~

~~**Personal Information:** Information, including without limitation Sensitive Personal Information, relating to an identified or identifiable Participant or other Person whose information is Processed solely in the context of an Anti-Doping Organization's Anti-Doping Activities.~~

~~[Comment to Personal Information: It is understood that Personal Information includes, but is not limited to, information relating to an Athlete's name, date of birth, contact details and sporting affiliations, whereabouts, designated TUEs (if any), anti-doping test results, and Results Management (including disciplinary hearings, appeals and sanctions). Personal Information also includes personal details and contact information relating to other Persons, such as medical professionals and other Persons working with, treating or assisting an Athlete in the context of Anti-Doping Activities. Such~~

~~information remains Personal Information and is regulated by this International Standard for the entire duration of its Processing, irrespective of whether the relevant individual remains involved in organized sport.]~~

### ~~3.5 Defined terms from the International Standard for Testing and Investigations~~

~~**Chain of Custody:** The sequence of individuals or organizations who have responsibility for the custody of a Sample from the provision of the Sample until the Sample has been delivered to the laboratory for analysis.~~

~~**No Advance Notice Testing:** Sample collection that takes place with no advance warning to the Athlete and where the Athlete is continuously chaperoned from the moment of notification through Sample provision.~~

~~**Risk Assessment:** The assessment of risk of doping in a sport or sports discipline conducted by an Anti-Doping Organization in accordance with Article 4.2.~~

~~**Sample Collection Authority:** The organization that is responsible for the collection of Samples in compliance with the requirements of the International Standard for Testing and Investigations, whether (1) the Testing Authority itself; or (2) a Delegated Third Party to whom the authority to conduct Testing has been granted or sub-contracted. The Testing Authority always remains ultimately responsible under the Code for compliance with the requirements of the International Standard for Testing and Investigations relating to collection of Samples.~~

~~**Sample Collection Equipment:** A and B bottles, kits or containers, collection vessels, tubes or other apparatus used to collect, hold or store the Sample at any time during and after the Sample Collection Session that shall meet the requirements of Article 6.3.4.~~

~~**Sample Collection Personnel:** A collective term for qualified officials authorized by the Sample Collection Authority to carry out or assist with duties during the Sample Collection Session.~~

~~**Sample Collection Session:** All of the sequential activities that directly involve the Athlete from the point that initial contact is made until the Athlete leaves the Doping Control Station after having provided their Sample(s).~~

~~**Test Distribution Plan:** A document written by an Anti-Doping Organization that plans Testing on Athletes over whom it has Testing Authority, in accordance with the requirements of Article 4.~~

### ~~3.6 Defined term from the International Standard for Therapeutic Use Exemptions~~



~~**Therapeutic Use Exemption Committee (or “TUEC”)**~~: The panel established by an ~~Anti-Doping Organization~~ to consider applications for ~~TUEs~~.

### ~~3.7 Defined terms specific to the *International Standard for Code Compliance by Signatories*~~

~~**Anti-Doping Program**~~: The legislation, rules, regulations, processes and procedures, and other activities (including ~~Anti-Doping Activities~~) that a ~~Signatory~~ is required to implement in order to achieve ~~Code Compliance~~.

~~**Code Compliance**~~: Compliance with all of the requirements in the ~~Code~~ and/or the ~~International Standards~~ that apply to the ~~Signatory~~ in question, as well as with any special requirements imposed by the ~~WADA Executive Committee~~.

~~**Code Compliance Questionnaire**~~: A self-assessment survey issued by ~~WADA~~ in the form of a questionnaire, which a ~~Signatory~~ uses to report to ~~WADA~~ on the ~~Signatory’s Code Compliance~~.

~~**Compliance Audit**~~: A formal assessment conducted by ~~WADA~~ of all or part of a ~~Signatory’s Anti-Doping Program~~, in accordance with Article 7.7.

~~**Compliance Review Committee or CRC**~~: As described in Article 5.2.1.

~~**Corrective Action Plan**~~: A plan drafted by a ~~Signatory~~, setting out how the ~~Signatory~~ will implement the corrective actions identified by ~~WADA~~ in a ~~Corrective Action Report~~ within the timeframes set in that report.

~~**Corrective Action Report**~~: A report produced by ~~WADA~~ that identifies ~~Non-Conformities~~ by a ~~Signatory~~, the actions that the ~~Signatory~~ must take to correct them, and the timeframes within which those corrective actions must be completed.

~~**Event of Force Majeure**~~: An event affecting a ~~Signatory’s~~ ability to achieve full ~~Code Compliance~~ that arises from or is attributable to acts, events, omissions, or accidents that are beyond the reasonable control of the ~~Signatory~~. Such events may include any natural physical disaster, war, military operations, riot, crowd disorder, strike, lock-outs or other industrial action, terrorist action, or civil commotion. In no circumstances, however, shall it be considered an ~~Event of Force Majeure~~ (whether to excuse ~~Non-Conformities~~, or to mitigate the ~~Consequences~~ to be imposed for ~~Non-Conformities~~, or to excuse non-satisfaction of any ~~Reinstatement conditions~~);

(1) that the ~~Non-Conformity~~ has been caused by a lack of resources, changes in elected officials or personnel, or by any act or omission (including any interference and/or a failure to provide support) by any governmental or other public authorities. Each ~~Signatory~~ has voluntarily accepted the obligation to comply with its obligations under the ~~Code~~ and the ~~International Standards~~, which includes an obligation under ~~Code Article 23.3~~ to devote



sufficient resources, and (where applicable) an obligation to secure the support of governmental and other public authorities, as required in order to achieve and maintain Code Compliance; or

(2) that the Signatory delegated the task of complying with some or all of its obligations under the Code and/or the International Standards to a Delegated Third Party (such as a Sample Collection Authority to whom the Signatory has assigned the task of collecting Samples; or a local organizing committee to which a Major Event Organization has assigned the task of running its Anti-Doping Program at the Event in question).

*[Comment to Event of Force Majeure]: As CAS ruled in RPC v IPC, CAS 2016/A/4745, (a) a body with an obligation to enforce the Code within its sphere of authority remains fully liable for any violations even if they are due to the actions of other bodies that it relies on but that it does not control; and (b) just as an Athlete cannot escape the Consequences of an anti-doping rule violation by delegating his or her responsibility to comply with his or her anti-doping obligations to others, so too a Signatory has an absolute and non-delegable obligation to comply with the requirements of the Code and the International Standards. The Signatory has the right to decide how to meet that obligation, including the right to assign certain tasks to appropriate third parties, should it see fit, but it remains fully responsible for complying with the Code and the International Standards, and is fully liable for any non-compliance caused by any failures of such third party.]*

**Mandatory Information Request:** A request that WADA may send to a Signatory, requiring the Signatory to provide specified information by a specified date to enable WADA to assess the Signatory's Code Compliance.

**Prioritization Policy:** A policy proposed by WADA Management and approved by the CRG to prioritize the monitoring for Code Compliance of certain categories of Signatories and/or the enforcement of certain requirements, as further described in Article 7.2.

**Signatory Consequences:** One or more of the consequences set out in Code Article 24.1.12 that may be imposed on a Signatory as a result of its failure to maintain Code Compliance, such consequences to be based on the particular facts and circumstances of the case at hand, and applying the principles set out in Article 10.

**WADA Auditor:** A suitably experienced WADA staff member or external anti-doping specialist who has been trained by WADA to conduct the assessment of a Signatory's Code Compliance. The WADA Auditor should be free of any conflict of interest in respect of each Compliance Audit that he/she undertakes.

**WADA Privileges:** The benefits listed at Code Article 24.1.12.1.

**Watchlist Procedure:** The special procedure described in Article 8.4.5.

### 3.0 **3.8 Interpretation**

**3.8.1** The official text of the *International Standard* for Code Compliance by Signatories shall **be maintained by WADA and shall** be published in English and French. In the event of any conflict

between the English and French versions, the English version shall prevail.

~~3.8.2~~ Like the *Code*, the *International Standard* for Code Compliance by *Signatories* has been drafted giving consideration to the principles of proportionality, human rights, and other applicable legal principles. It shall be interpreted and applied in that light.

~~3.8.3~~ The comments annotating various provisions of the *International Standard* for Code Compliance by *Signatories* shall be used to guide its interpretation.

~~3.8.4~~ Unless otherwise specified, references to Articles or Annexes are references to Articles or Annexes of the *International Standard* for Code Compliance by *Signatories*.

~~3.8.5~~ Where the term “days” is used in the *International Standard* for Code Compliance by *Signatories*, it shall mean calendar days (i.e., all the days of the week, including any non-working days) unless otherwise specified.

Terms used in this *International Standard* that are defined terms from the *Code* are italicized. Terms that are defined in this or another *International Standard* are underlined.

Defined terms from the *Code* and *International Standards* that are used in the *International Standard* for Code Compliance by *Signatories* are found in Appendix 1.

~~3.8.6~~ The Annexes and Appendix to the *International Standard* for Code Compliance by *Signatories* have the same mandatory status as the rest of the *International Standard*.

The following terms used in the *International Standard* for Code Compliance by *Signatories* shall be interpreted as indicated:

- “Shall” to indicate a mandatory requirement.
- “Should” to indicate a recommendation.

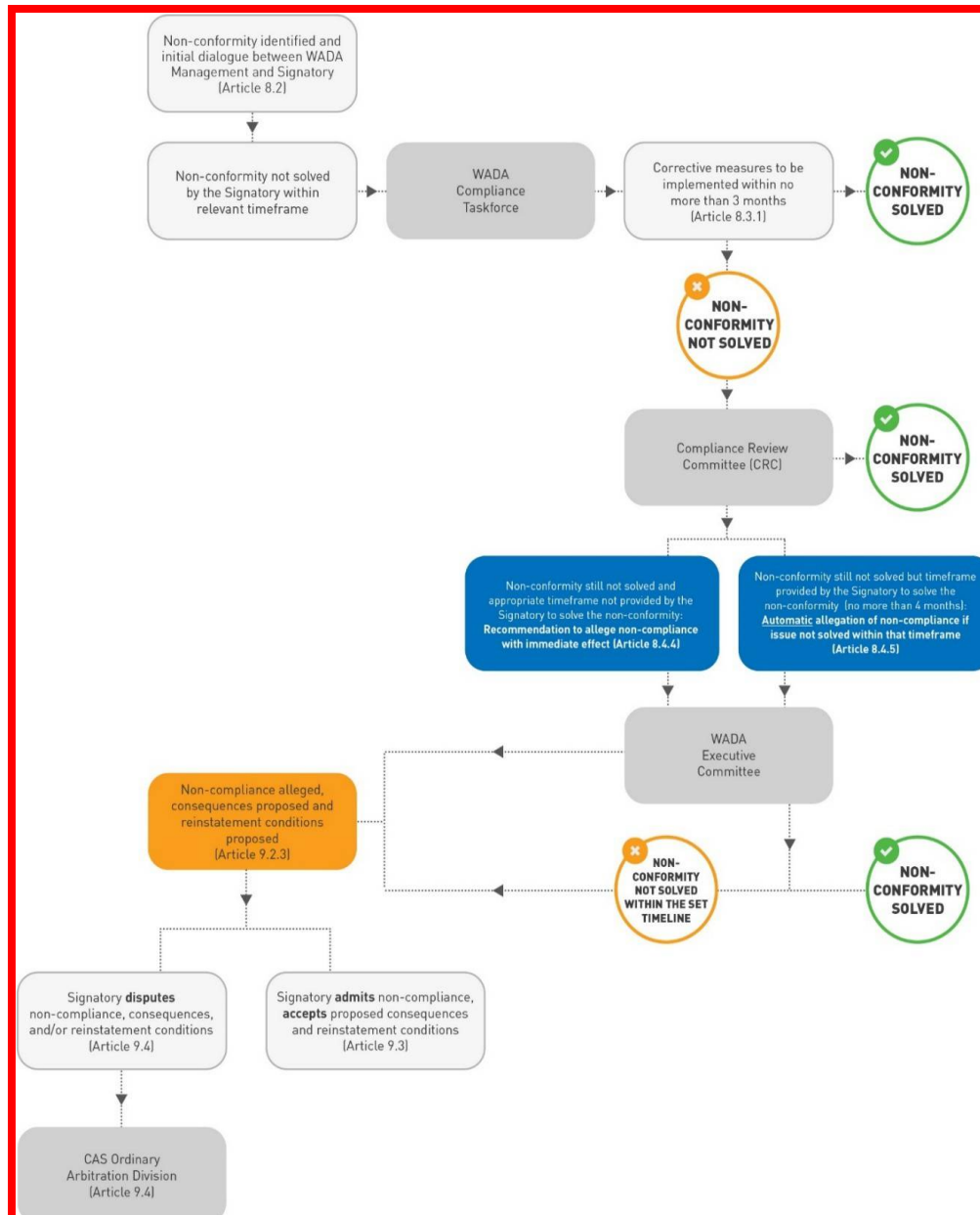
## PART TWO: STANDARDS FOR WADA'S MONITORING AND ENFORCEMENT OF CODE COMPLIANCE BY SIGNATORIES

### 4.0 Objective

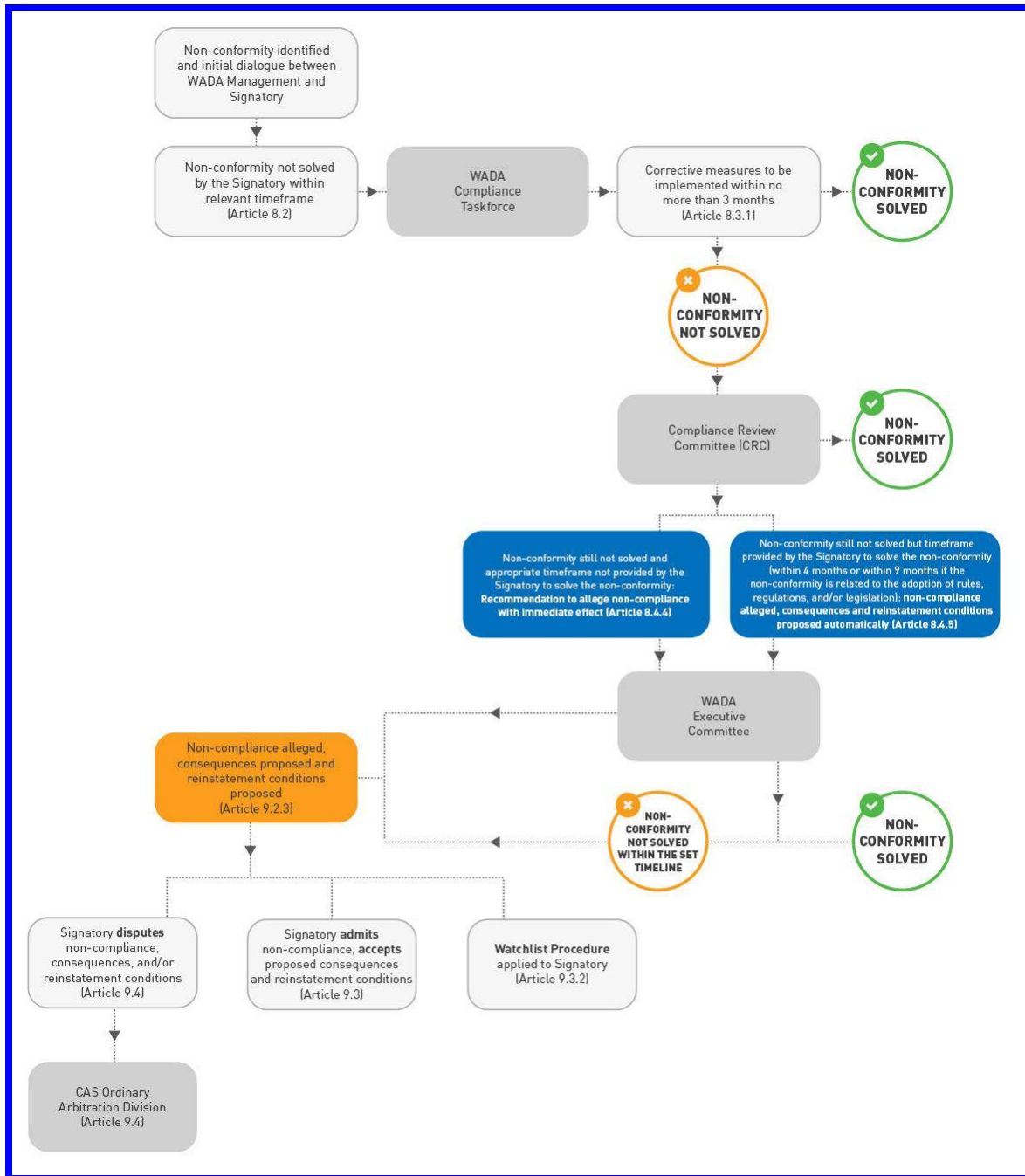
- 4.1 The objective of Part Two of the *International Standard for Code Compliance by Signatories* is to ensure that *Signatories* deliver Anti-Doping Programs within their respective spheres of responsibility that meet the requirements of the *Code* and the *International Standards*, so that there is a level playing field wherever sport is played.
- 4.2 The desire is always to have *Signatories* address any compliance issues voluntarily. Having a *Signatory* declared non-compliant and *Signatory Consequences* imposed is the last resort, to be pursued only where the *Signatory* has failed, despite every encouragement, to take the necessary corrective actions within the required timeframes.
- 4.3 Therefore, the focus of WADA's compliance monitoring program is on dialogue and communication with *Signatories*, assisting them in their efforts to ensure full Code Compliance, and providing them with guidance for the continuous improvement of their Anti-Doping Programs. Where instances of *Non-Conformity* are identified, the *International Standard for Code Compliance by Signatories* establishes objective, pre-determined, and transparent procedures and standards that give the *Signatory* the opportunity to correct those *Non-Conformities*, and that lead (if the *Non-Conformities* are not corrected) to a determination of non-compliance and the imposition of predictable, graded, and proportionate *Signatory Consequences*. The *International Standard for Code Compliance by Signatories* also sets out a clear pathway to *Reinstatement*.

## **5.0 Roles, Responsibilities, and Procedures of the Different Bodies Involved in WADA's Compliance Monitoring Function**

**Figure One: Flow chart depicting the process from the identification of *Non-Conformity* to an allegation of non-compliance (Articles 5.1 to 5.3)<sup>31</sup>**



<sup>31</sup> Note: The diagram does not depict a compliance procedure where there is no Corrective Action Report, i.e., a compliance procedure triggered by a failure to respond to a Code Compliance Questionnaire or a Mandatory Information Request or a compliance procedure conducted on a fast-track basis further to Article 8.5.



## 5.1 Operational Oversight of Code Compliance by WADA Management

5.1.1 Operational oversight of Code Compliance is provided by WADA Management through an internal WADA Compliance Taskforce consisting of staff from different WADA departments.

5.1.2 WADA Management is responsible for coordinating and directing the development of all activities related to WADA's compliance monitoring program in coordination with the Compliance Review Committee (CRC), and in accordance with any prioritization of effort approved by the CRC further to Article 7.2. This includes:

5.1.2.1 ~~coordinating~~Coordinating the provision of ongoing support and assistance by WADA to *Signatories* in meeting their obligations under the *Code* and the *International Standards* (see Article 6);

5.1.2.2 ~~using~~Using all tools at WADA's disposal to monitor Code Compliance by *Signatories*, including but not limited to *ADAMS*, Code Compliance Questionnaires, Mandatory Information Requests, Compliance Audits, information obtained by program area monitoring, and any other relevant information received or collected by WADA (see Article 7);

5.1.2.3 ~~where~~Where *Non-Conformities* are identified, opening a dialogue with the *Signatory*, identifying corrective actions to be taken by the *Signatory* to correct the *Non-Conformities*, and providing guidance to help the *Signatory* to complete the corrective actions within the set timeframes (see Article 8);

5.1.2.4 ~~assessing~~Assessing whether the *Signatory's* corrective actions have corrected the *Non-Conformities* in full, referring cases to the CRC where the *Non-Conformities* have not been corrected in full, providing reports with relevant supporting information and any observations that WADA Management considers appropriate and/or that are requested by the CRC in order to facilitate CRC discussions, and implementing and following up on CRC recommendations (see Articles 8 and 9);

5.1.2.5 ~~where~~Where a *Signatory* fails to correct the *Non-Conformities* within the required timeframe, and following the recommendation of the CRC, obtaining the approval of WADA's Executive Committee to notify the *Signatory* formally of the alleged non-compliance, with such notice also specifying the *Signatory Consequences* that it is contended should apply for such non-compliance and the conditions that it is proposed the *Signatory* should have to satisfy in order to be *Reinstated* (see Articles 8, 9, 10 and 11); and

5.1.2.6 ~~monitoring~~Monitoring the *Signatory's* efforts to satisfy the *Reinstatement* conditions imposed on it, in order to report to the CRC on whether and when to recommend that the *Signatory* be *Reinstated* (see Article 11).



## 5.2 Independent Review and Recommendations by the CRC

**5.2.1** The ~~Compliance Review Committee~~CRC is an independent, non-political WADA Special Committee that oversees WADA's Code Compliance monitoring efforts and enforcement activities, and provides advice and recommendations on such matters to WADA's Executive Committee.

**5.2.1.1** The CRC is governed by Terms of Reference that are designed to ensure the independence, political neutrality, and specialization of its members, and that underpin the credibility of its work. The Terms of Reference include strict conflict of interest provisions that require CRC members to declare any potential conflicts of interest and to exclude themselves from all CRC deliberations in any matter in which they have a conflict of interest.

**5.2.2** The CRC follows standardized procedures encompassing review, assessment, communication, and the making of recommendations to WADA's Executive Committee on matters relating to Code Compliance, correction of *Non-Conformities*, and *Reinstatement*. These procedures (see Articles 8, 9 and 11) are designed to support a transparent, objective, and consistent approach to the assessment and enforcement of Code Compliance.

**5.2.2.1** Where WADA Management reports apparent *Non-Conformities* to the CRC, a procedure is followed that gives the *Signatory* in question the time and opportunity to explain and correct the *Non-Conformities* within a specified timeframe as to achieve full Code Compliance (see Article 8).

**5.2.2.2** If the *Signatory* does not correct the *Non-Conformities* within the framework of that procedure, the CRC will review the case in detail and decide whether to recommend to WADA's Executive Committee that a formal notice be issued to the *Signatory* alleging non-compliance (see Article 5.3).

**5.2.3** In addition to reviewing and assessing compliance-related issues raised by WADA Management, at any time the CRC may identify compliance-related issues of its own accord to be addressed by WADA Management.

## 5.3 Independent Determination of Non-Compliance and *Signatory Consequences* by CAS

**5.3.1** In accordance with Code Article ~~24.1.4~~24.1.2, ~~upon~~if the ~~recommendation of the CRC, WADA's Executive Committee may approve~~Signatory fails to correct the Non-Conformities within the specified timeframe, WADA shall send the sending to a Signatory of a formal notice of its, alleging that it is non-compliant, categorizing the requirement(s) in question as Critical, High Priority, or General, identifying any Aggravating Factors alleged by WADA (only in cases involving non-compliance with the Code and/or the International Standards, with such notice also one or more Critical requirements), specifying the Signatory Consequences that it is contended should applyWADA proposes for such non-compliance, and specifying the conditions that ~~it is proposed~~WADA proposes the Signatory should have to satisfy in order to be *Reinstated*.

**5.3.2** The Signatory may dispute any part of that notice in accordance with Article 9.3.1 and Code Article 24.1.3, and if the requirements of those provisions are met, the dispute will be resolved by CAS in accordance with Article 9.4 and Code Article 24.1.3 a), and CAS's final decision will be enforceable with immediate effect in accordance with Code Article 24.1.9.

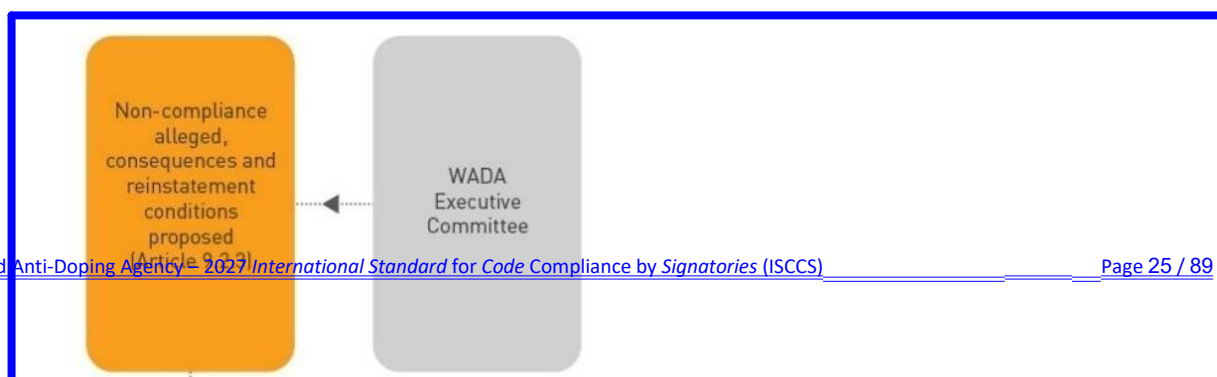
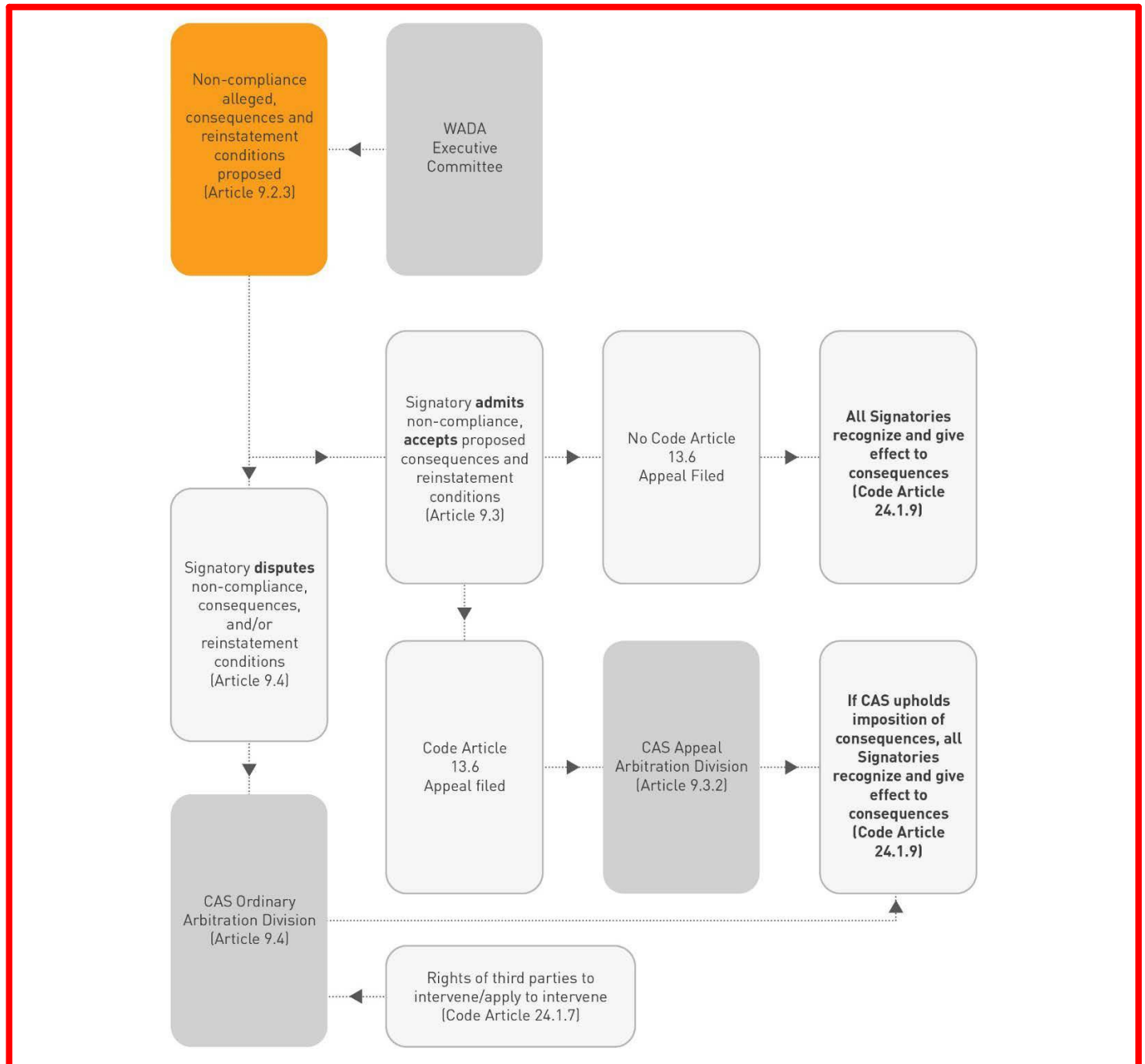
**5.3.3** ~~5.3.2 In accordance with Code Article 24.1.5, if~~ if the Signatory ~~accepts or~~ does not dispute the contents of that notice ~~within twenty-one (21) days of its receipt in accordance with the requirements set out at Article 9.3.1 and Code Article 24.1.3,~~ the allegation of non-compliance will be deemed admitted and the Signatory Consequences and Reinstatement conditions will be deemed accepted, and (subject to Article ~~9.39.3.4~~) the notice will automatically become a final decision that is enforceable with immediate effect in accordance with Code Article 24.1.9. ~~If the Signatory disputes any part of the notice, the dispute will be resolved by CAS in accordance with Code Article 24.1.6.~~

~~**5.3.3** Once the notice is accepted as a final decision by the Signatory, or (if disputed) once a final decision is issued by CAS, then (in accordance with Code Article 24.1.9) that decision shall be applicable worldwide and shall be recognized, respected and given full effect by all other Signatories in accordance with their authority and within their respective spheres of responsibility (see Figure Two below).~~

## **5.4 The Principle of Last Resort**

**5.4.1** Consistent with the principle of 'last resort', in any case (including not only ordinary but also fast track cases), if a Signatory does not meet the required timeframes for correcting *Non-Conformities* and so the case is referred to the CRC and beyond, if the Signatory corrects the *Non-Conformities* ~~at any time~~ before Signatory Consequences are imposed ~~by CAS,~~ then no Signatory Consequences shall be imposed, save ~~to the extent that (a) costs have been incurred in pursuing the case before CAS (in which case the Signatory must cover those costs); and/or (b) the failure to correct a Non-Conformity within the required timeframe has resulted in irreparable prejudice to the fight against doping in sport (in which case Signatory Consequences may be imposed to reflect that prejudice)~~ as set out in Article 9.4.3.

**Figure Two: Flow chart depicting the process following a formal allegation of non-compliance (Articles 5.3.1, 5.3.2 and 5.3.3)**



## 5.5 Reinstatement Procedures

- 5.5.1 Where applicable, WADA Management will report to the CRC on the *Signatory's* implementation of the *Reinstatement* conditions, and the CRC will then make recommendations to WADA's Executive Committee as to whether or not the *Signatory* has satisfied those conditions and should be *Reinstated* in accordance with Article 11.3.
- 5.5.2 Where in accordance with Article 11.3.3 WADA's Executive Committee alleges that a *Signatory* has not yet satisfied its *Reinstatement* conditions and so should not yet be *Reinstated*, if the *Signatory* disputes that allegation, the dispute will be resolved by CAS in accordance with Article 11.3.3 and Code Article 24.1.9~~24.1.10~~24.1.7. In accordance with *Code* Article 24.1.9, the CAS decision shall be applicable worldwide and shall be recognized, respected and given full effect by all other *Signatories* in accordance with their authority and within their respective spheres of responsibility.

## 6.0 WADA's Support for *Signatories'* Efforts to Achieve/Maintain Code Compliance

### 6.1 Objective

- 6.1.1 WADA's priority is to support *Signatories* in strengthening their Anti-Doping Programs, thereby increasing the protection that they provide to clean *Athletes*. It shall remain at all times the *Signatory's* obligation to achieve full Code Compliance, and it shall not be a defense or excuse that others did not help the *Signatory* to comply. However, WADA will use all reasonable endeavors to provide support and assistance to *Signatories* seeking to achieve, maintain or return to full Code Compliance.

### 6.2 Operational and Technical Support

- 6.2.1 WADA will provide operational and technical support to *Signatories* to assist them to achieve, maintain, or (where applicable) return to full Code Compliance, including by providing advice and information, by developing resources, guidelines, training materials, and training programs, and by facilitating partnerships with other *Anti-Doping Organizations* where possible. Where the WADA budget allows, this support shall be provided without cost to *Signatories*.
- 6.2.2 WADA will maintain a number of documents and tools to assist *Signatories* to understand their responsibilities under the *Code* and the *International Standards*, and to achieve and maintain full compliance with those responsibilities, including:
- 6.2.2.1 ~~model—rules~~Templates for the implementation of the *Code* and the *International Standards* within the *Signatory's* area of competence;
- 6.2.2.2 ~~guideline—documents~~Guidelines covering the implementation of various components of a *Code*-compliant Anti-Doping Program, including (without limitation) *Testing*, ~~TUEs~~Therapeutic Use Exemptions, *Results Management*, *Education*, and intelligence and investigations;

~~6.2.2.3~~ template documents and forms; and

**6.2.2.3 6.2.2.4 online** [Online](#) Education tools.

- 6.2.3** WADA also maintains the Code Compliance Questionnaire and the Compliance Audit program, which are designed to help *Signatories* to identify *Non-Conformities* in their Anti-Doping Programs and to devise and implement plans to correct those *Non-Conformities*. WADA will provide various forms of support and assistance to *Signatories* in understanding the Code Compliance Questionnaire, the Compliance Audit program, and all other aspects of the compliance monitoring program, including information sessions; a dedicated section of its website where materials relevant to the compliance monitoring program are posted, including answers to Frequently Asked Questions; and other support resources.
- 6.2.4** A *Signatory* may seek assistance from another *Signatory* to help it achieve full Code Compliance (and WADA will support *Signatories* in setting up such partnerships, including providing on its website further information and guidelines on partnership agreements) and/or the *Signatory* may appoint a *Delegated Third Party* to carry out *Anti-Doping Activities* on its behalf. In accordance with Code Article 20 and Article 8.4.3 of this *International Standard for Code Compliance by Signatories*, however, the *Signatory* shall always remain fully liable for any *Non-Conformities* arising as a result. The *Signatory* shall ensure that it is able to require the *Delegated Third Party* to cooperate in full with (and to enable the *Signatory* to cooperate in full with) all of WADA's compliance monitoring efforts, including (without limitation) properly addressing Code Compliance Questionnaires, Mandatory Information Requests, Compliance Audits, and all program area monitoring requirements further to Article 7.8.
- 6.2.5** As set out in Article 8, when *Non-Conformities* are identified, whether in a completed Code Compliance Questionnaire or in a Compliance Audit or otherwise, the focus of WADA Management will be on assisting the *Signatory* in question through dialogue and support to achieve full Code Compliance. The *Signatory* will be given an adequate opportunity to dispute or to correct the *Non-Conformities*, including (if necessary) by WADA providing a Corrective Action Report that sets out which corrective actions are required, and specifies the timeframes for their completion. The Corrective Action Report may also include recommendations as to best practice, and may refer, where appropriate, to resources and materials posted on WADA's website that may assist the *Signatory* in responding to the report and strengthening its Anti-Doping Program. In addition, WADA will review any Corrective Action Plan (including any requested and relevant document) provided by a *Signatory* and provide comments as necessary to ensure that Corrective Action Plan is fit for purpose.

## 7.0 Monitoring *Signatories'* Code Compliance Efforts

### 7.1 Objective

In accordance with its obligation under *Code* Articles ~~20.7.3~~20.8.4 and 24.1.1 to monitor Code Compliance by *Signatories*, WADA reviews *Signatories'* rules and regulations (and/or legislation, if that is how the *Code* has been implemented in a particular country) to ensure that they are compliant with the *Code* and the *International Standards*. WADA also assesses whether *Signatories* are implementing their rules, regulations and legislation through Anti-Doping Programs that meet all of the requirements of the *Code* and the *International Standards*. The purpose of Article 7 is to set out the standards that will govern these monitoring activities. The objective will always be to make the monitoring process as efficient and cost-effective as possible.

### 7.2 Prioritization Between Different *Signatories*

**7.2.1** The following entities may be *Signatories* to the *Code*:

**7.2.1.1** ~~the~~The International Olympic Committee and the International Paralympic Committee;

**7.2.1.2** ~~other~~Other Major Event Organizations;

**7.2.1.3** International Federations;

**7.2.1.4** National Olympic Committees and National Paralympic Committees;

**7.2.1.5** National Anti-Doping Organizations; and

**7.2.1.6** ~~other~~Other organizations having significant relevance in sport.

**7.2.2** Given the large number of *Signatories*, and WADA's limited resources, the CRC may approve proposals by WADA Management to prioritize the monitoring for Code Compliance (a) of certain categories of *Signatories*, based on the scope of the *Anti-Doping Activities* required of those *Signatories* under the *Code* and the ~~Prioritization Policy~~ISCCS TD PP; and/or (b) of certain specific *Signatories*, based on an objective risk assessment. The following is a non-exhaustive list of factors that may be considered in that risk assessment:

**7.2.2.1** (~~where~~Where the *Signatory* is an International Federation) the physiological risk of doping in a particular sport/discipline;

**7.2.2.2** (~~where~~Where the *Signatory* is an International Federation) participation of the *Signatory* in the Olympic and/or Paralympic Games;

**7.2.2.3** (~~where~~Where the *Signatory* is a Major Event Organization) the level of *Athletes* participating in the *Event*;

**7.2.2.4** ~~performances~~Performances by *Athletes* from a particular country in *International Events*;



- 7.2.2.5 ~~a~~A history of doping in a particular country or a particular sport/discipline;
  - 7.2.2.6 ~~a~~A *Signatory's* response to a Mandatory Information Request or a Code Compliance Questionnaire;
  - 7.2.2.7 ~~receipt~~Receipt of credible intelligence or the results of an investigation suggesting there may be significant *Non-Conformities* in the *Signatory's* Anti-Doping Program;
  - 7.2.2.8 ~~a~~A *Signatory's* breach of *Critical* or *High Priority* requirements under the *Code* or an *International Standard*;
  - 7.2.2.9 ~~a~~A *Signatory's* failure to implement recommendations following collaboration programs in which WADA acted as a facilitator or a party;
  - 7.2.2.10 ~~a~~A *Signatory's* failure to implement measures (e.g., *Target Testing*) following a recommendation made or endorsed by WADA (e.g., in relation to *Testing* in the lead-up to the Olympic Games or Paralympic Games or other *Event*);
  - 7.2.2.11 (~~where~~Where the *Signatory* is a *NADO* or a *National Olympic Committee* acting as a *NADO*) the fact that the *Signatory's* country hosts a ~~WADA-accredited laboratory~~Laboratory and/or is bidding to host or has won the right to host a major sporting event;
  - 7.2.2.12 ~~where~~Where a *Signatory* that has been found to be non-compliant is seeking to be *Reinstated*; and/or
  - 7.2.2.13 ~~a~~A request by WADA's Executive Committee and/or WADA's Foundation Board.
- 7.2.3 *Code* Article 20 requires International Federations, *National Olympic Committees* and *National Paralympic Committees* to enforce Code Compliance by their members/recognized bodies. If, in the course of its monitoring activities, WADA learns of apparent non-compliance with the *Code* by a member/recognized body of such *Signatory*, it will notify the *Signatory* for appropriate follow-up and action in accordance with the *Signatory's* obligations under the *Code*.
- 7.2.4 In addition, again given the large number of *Signatories* and WADA's limited resources, the CRC may approve proposals by WADA Management to prioritize enforcement of *Critical* and (in certain circumstances) *High Priority* requirements of the *Code* and/or the *International Standards* (including, where necessary, by alleging non-compliance and proposing imposition of *Signatory Consequences*), while giving *Signatories* additional opportunity to take any corrective action(s) necessary to ensure compliance with other requirements of the *Code* and/or the *International Standards*. The greatest priority will be given to pursuing the imposition of appropriate *Signatory Consequences* in cases involving non-compliance with *Critical* requirements and *Aggravating Factors*.
- 7.2.5 WADA may also enlist the support of other bodies to assist it in its monitoring tasks.

- 7.2.6** For the avoidance of doubt, a *Signatory* is required to comply in full at all times with its obligations under the *Code* and the *International Standards*, whether or not it is prioritized for monitoring by WADA.

### **7.3 Cooperation with Other Bodies**

- 7.3.1** WADA may cooperate as appropriate with other relevant bodies in promoting full Code Compliance by *Signatories*, including (without limitation) with UNESCO in its efforts to promote governments' compliance with the *UNESCO Convention*, with the Council of Europe in its efforts to promote governments' compliance with its Anti-Doping Convention, and/or with any other intergovernmental organization or initiative. The purpose of such cooperation will be to facilitate and maximize the efficacy of WADA's own efforts in monitoring Code Compliance by *Signatories*. Such cooperation shall be conducted in a manner that respects all applicable data protection laws.
- 7.3.2** Such cooperation may include (without limitation) coordinating with the other body's compliance monitoring activities in relation to a specific country (e.g., joint site visits, coordinated questionnaires), exchange of relevant information that may be of assistance in such activities, and coordinating actions aimed at assisting and encouraging compliance by relevant parties.

### **7.4 WADA's Monitoring Tools**

- 7.4.1** WADA may make use of all legal means at its disposal to monitor Code Compliance by *Signatories*, including (without limitation):
- 7.4.1.1** ~~requiring~~Requiring each *Signatory*, in accordance with *Code* Article ~~24.1.2~~24.1.1, to complete and submit Code Compliance Questionnaires and/or other reports on its Code Compliance within reasonable and clearly communicated timeframes. Such reports shall provide all information requested by WADA accurately and completely, explain the reasons for any *Non-Conformities* identified, and describe the efforts the *Signatory* has made and/or proposes to make to correct such *Non-Conformities*;
  - 7.4.1.2** ~~conducting~~Conducting Compliance Audits of *Signatories'* ongoing Anti-Doping Programs, in accordance with Article 7.7, in order to assess their Code Compliance, to identify and categorize *Non-Conformities*, and to identify corrective actions required to correct the *Non-Conformities*;
  - 7.4.1.3** ~~conducting~~Conducting Independent Observer Programs (a) at the Olympic Games and the Paralympic Games, and (b) at other selected *Events*;

7.4.1.4 ~~reviewing~~Reviewing the adequacy of *Signatories'* responses to requests made or endorsed by WADA to implement *Target Testing* and/or other measures in the lead-up to the Olympic Games or Paralympic Games or other *Event*;

7.4.1.5 ~~reviewing~~Reviewing the following key documents:

- a) ~~(a)~~ *Signatories'* rules and regulations (and/or relevant legislation, if that is how the *Code* has been implemented in a particular country);
- b) ~~(b)~~ *Signatories'* Risk Assessments and Test Distribution Plans provided in accordance with *Code* Article 5.4 and Article 4.1.3 of the *International Standard for Testing and Investigations*;
- c) ~~(c)~~ *Signatories'* annual statistical reports of their respective *Doping Control* activities provided in accordance with *Code* Article 14.4;
- d) ~~(d)~~ *Doping Control* forms, ~~TUE~~Therapeutic Use Exemption decisions, *Results Management* decisions, and other data filed in ADAMS (including assessing compliance with requirements to file such information in ADAMS within specified timeframes, and reviewing ~~TUE~~Therapeutic Use Exemption decisions for compliance with the *International Standard for Therapeutic Use Exemptions*);
- e) ~~(e)~~ *Signatories'* Education plans and evaluation reportsPrograms, Education Plans, curriculum and Evaluation Reports produced in accordance with Article 18 of the *Code* and ~~Articles 4 and 6~~Article 16 of the *International Standard for Education*;
- f) ~~(f)~~reportsReports compiled by other relevant bodies (e.g., reports from country visits conducted by the Monitoring Group of the Anti-Doping Convention of the Council of Europe); and
- g) ~~(g)~~ ~~any~~Any other documents or data requested by WADA Management from the *Signatory* in order to assess the *Signatory's Code Compliance*;

7.4.1.6 ~~conducting~~Conducting other program area monitoring activities in accordance with Article 7.8;

7.4.1.7 ~~reviewing~~Reviewing *Results Management* decisions made by *Signatories* and communicated to WADA in accordance with *Code* Articles 7.6 and ~~14.1.4~~14.1.3, and the *International Standard for Results Management*, including (without limitation) decisions by *Signatories*:

- a) ~~(a)~~ ~~not~~Not to bring an *Atypical Finding* forward as an *Adverse Analytical Finding*;

- b) ~~(b) not~~ Not to bring an *Adverse Analytical Finding* or an *Adverse Passport Finding* forward as an anti-doping rule violation;
- c) ~~(c) not~~ Not to bring ~~whereabouts failures~~ Whereabouts Failures or other apparent violations forward as anti-doping rule violations;
- d) ~~(d) to~~ To withdraw the allegation of an anti-doping rule violation; and
- e) ~~(e) to~~ To agree on the outcome of proceedings alleging an anti-doping rule violation without first holding a hearing;

provided that, save in exceptional cases, WADA will not allege that a *Signatory* is non-compliant based solely on a single non-compliant *Results Management* decision. Instead, WADA will notify the *Signatory* within a reasonable period following receipt of a material number of *Results Management* decisions that WADA Management considers to be non-compliant. Thereafter, WADA will take further action against the *Signatory* for non-compliance (by issuing a Corrective Action Report in accordance with Article 8.2.2) if, notwithstanding such notification, (1) the *Signatory* fails to put in place measures reasonably designed to avoid any further non-compliant *Results Management* decisions; or (2) WADA receives a further non-compliant *Results Management* decision for which the *Signatory* is responsible;

7.4.1.8 ~~assessing~~ Assessing and processing intelligence about potential *Non-Conformities* obtained from reliable sources, including but not limited to WADA's Intelligence and Investigations Department, *Signatories* and other stakeholders, ~~WADA-accredited laboratories~~ Laboratories and other laboratories approved by WADA, Sample Collection Authorities and/or Sample Collection Personnel, law enforcement and other relevant authorities (including other regulatory and/or disciplinary bodies), *Athletes* and other *Persons*, whistle-blowers, the media, and members of the public;

7.4.1.9 ~~using~~ Using the powers given to WADA under Code Article ~~10.7.1~~ 10.7.3 to encourage *Athletes* and other *Persons* to provide information in relation to non-compliance by *Signatories*;

7.4.1.10 ~~asking~~ Asking WADA's Intelligence and Investigations Department to follow up on intelligence regarding, and/or to investigate potential instances of, non-compliance by *Signatories*; and

7.4.1.11 ~~using~~ Using any other relevant and reliable information or data available to it.

- 7.4.2** Where a *Signatory* is required to provide compliance information to WADA (e.g., in response to a Code Compliance Questionnaire or a Mandatory Information Request) that is the *Signatory's* proprietary and confidential information, WADA will treat that information confidentially, and will use it to monitor Code Compliance and otherwise in accordance with WADA's obligations or responsibilities under the *Code*, *International Standards*, and applicable laws. As part of its normal reporting/activities, WADA may also aggregate compliance information provided by *Signatories* in a manner that does not reveal the particular *Signatory* to which the information relates, and may collect, use or disclose such aggregate information for anti-doping purposes.
- 7.4.3** In carrying out its monitoring activities, WADA will consider potential indications that a *Signatory* has systemic compliance issues, such as (for example) anti-doping rule violations committed by the *Signatory's* board members, directors, officers, and/or employees, or by a significant number of *Athlete Support Personnel* under the authority of the *Signatory*, or by a large percentage of *Athletes* under the authority of the *Signatory*, particularly where such violations are uncovered by WADA or other third parties rather than being reported by the *Signatory* itself.

## **7.5 Code Compliance Questionnaires**

- 7.5.1** *Code* Article ~~24.1.2~~24.1.1 requires *Signatories* to report to WADA on their Code Compliance when requested by WADA. WADA will send Code Compliance Questionnaires to *Signatories* periodically (but no more than once every three (3) years to any given *Signatory*) to enable them to self-assess and self-report on their Code Compliance and any potential *Non-Conformities*. The Code Compliance Questionnaire may require the *Signatory* to provide documentation to support and supplement its responses to the questions in the Code Compliance Questionnaire.
- 7.5.2** WADA will specify a reasonable date for return of the completed Code Compliance Questionnaire together with any accompanying documentation. It will send reminders to *Signatories* as the date approaches.
- 7.5.3** Further to *Code* Article ~~24.1.3~~24.1.1, a failure by a *Signatory* to return an accurate and complete Code Compliance Questionnaire to WADA by the specified date is itself a failure to comply with *Code* Article ~~24.1.2~~24.1.1 that will trigger the process outlined in Article 8.3.1.
- 7.5.4** WADA will review the information provided in a completed Code Compliance Questionnaire to assess the *Signatory's* degree of Code Compliance. WADA will seek to verify a *Signatory's* responses to specific questions in the Code Compliance Questionnaire by reference to information obtained from other, reliable sources, such as data filed in ADAMS, and independent investigation reports.
- 7.5.5** Where WADA determines that the *Signatory's* completed Code Compliance Questionnaire does not reveal any *Non-Conformities*, the *Signatory* will be duly notified in writing, but that notification will not affect WADA's right to seek correction, in accordance with this *International Standard* for *Code Compliance* by *Signatories*, of any *Non-Conformities* that WADA did not identify in its review of the Code Compliance Questionnaire, but instead identifies by other means.

- 7.5.6 Where WADA identifies *Non-Conformities* based on the *Signatory's* completed Code Compliance Questionnaire, it will issue a Corrective Action Report in accordance with Article 8.2.2.

## 7.6 Mandatory Information Requests

- 7.6.1 Independently of any other monitoring activity, where WADA receives or collects information indicating that a *Signatory* may not be complying with *Critical* or *High Priority* requirements, WADA Management may send the *Signatory* a Mandatory Information Request requiring it to provide information that enables WADA to determine the actual position. WADA shall only request information that is necessary for WADA to assess the *Signatory's* Code Compliance effectively, and that is not already available to WADA through other sources (such as ADAMS). The request will explain why WADA Management is asking for the information and will specify the deadline for the *Signatory* to provide it which deadline shall generally be twenty-one (21) days later, but may be shortened or lengthened where WADA Management deems necessary.
- 7.6.2 WADA Management will assign a WADA Auditor to review the response received from the *Signatory* and to provide an assessment and recommendation, including (where appropriate) a recommendation to issue a Corrective Action Report in accordance with Article 8.2.2.
- 7.6.3 If the *Signatory* fails to provide the required response to a Mandatory Information Request by the date that WADA has specified for receipt of such response, that will trigger the process outlined in Article 8.3.1.

## 7.7 The Compliance Audit Program

- 7.7.1 WADA Management will decide (subject to CRC oversight) which *Signatories* shall undergo a Compliance Audit. The factors listed at Article 7.2.2 may trigger a Compliance Audit. *Signatories* may also be selected for a Compliance Audit based on any other relevant reason or credible intelligence collected or received by WADA.
- 7.7.2 The Compliance Audit will be conducted by WADA Auditors. The Compliance Audit may be conducted in person (i.e., where the audit team visits the *Signatory* and conducts the assessment of the *Signatory's* Anti-Doping Program in the presence of relevant members of the *Signatory's* team), or virtually (e.g., using a teleconference system), or via an exchange of written information initiated by a request from WADA, such as a Mandatory Information Request.
- 7.7.3 In each case, the *Signatory* shall cooperate with WADA and the WADA audit team in all aspects of the Compliance Audit. A lack of cooperation may be referred by WADA Management to the CRC for consideration as a potential *Non-Conformity*.
- 7.7.4 Arranging an in-person Compliance Audit:



7.4.4.1 ~~7.7.4.1~~ WADA will send the *Signatory* a notice of its selection for a Compliance Audit, the names of the lead auditor and the other members of the audit team, and the dates on which the audit team proposes to visit the *Signatory's* offices to conduct the audit (which is usually two to three (2-3) days in duration). The dates identified should give the *Signatory* at least one (1) month to prepare for the audit visit. In the same notice, WADA will provide a date by which the *Signatory* shall submit a number of documents required by the audit team to prepare for the audit.



7.4.4.2 ~~7.7.4.2~~ The *Signatory* has fourteen (14) days to respond to the notice with confirmation that the dates proposed for the audit are convenient, or explaining why those dates are not convenient and proposing alternative dates that are as close as possible to the dates proposed by WADA.

7.4.4.3 ~~7.7.4.3~~ A *Signatory's* refusal to be audited or failure to cooperate in finding appropriate dates for an audit or to provide on a timely basis the documents requested in the notice constitutes a *Non-Conformity* with Code Article ~~24.1.2~~ 24.1.1 and, unless corrected immediately following receipt of a written notice from WADA, will trigger the process set out in Article 8.3.1.

7.4.4.4 ~~7.7.4.4~~ Once the dates are confirmed, WADA will send the *Signatory* an audit plan providing guidance on the scope of the audit to be conducted and on how to prepare for the audit visit.

7.4.4.5 ~~7.7.4.5~~ At least fourteen (14) days prior to the audit visit, the lead auditor should communicate directly (e.g., by telephone call or by in-person meeting) with the *Signatory's* main contact for compliance matters, in order to confirm all necessary arrangements, answer any questions on the audit, and discuss how information should be prepared and presented by the *Signatory* to the audit team.

7.7.5 In all cases, the *Signatory* shall facilitate the visit of the WADA audit team, including arranging for appropriate staff to be present during the audit visit, and providing the necessary meeting and related facilities for the WADA audit team to carry out the Compliance Audit. If the *Signatory* delegates any part of its Anti-Doping Program to a *Delegated Third Party*, the *Signatory* shall ensure that representatives of the *Delegated Third Party* are available to answer questions from the WADA audit team and provide any requested documentation or information during the audit.

7.7.6 At the opening meeting of the audit, the audit team will explain the approach it will take for the Compliance Audit, confirm the scope of the audit, and explain what it expects from the *Signatory* in terms of cooperation and support for the audit. It will give the *Signatory* the opportunity to ask any questions in relation to the audit.

7.7.7 During the Compliance Audit, the audit team will assess the *Signatory's* Anti-Doping Program using information from different sources, including the *Signatory's* completed Code Compliance Questionnaire, data filed in ADAMS, independent investigation reports, intelligence collected or received, media reports that WADA considers reliable, and any other reliable information available to it. The audit team will seek out representative examples and evidence of the work conducted by the *Signatory* as part of its Anti-Doping Program, noting any discrepancies between such examples and evidence and the information that the *Signatory* has provided (e.g., in its Code Compliance Questionnaire). The *Signatory* shall cooperate in providing the audit team with full access to all information, procedures, and systems required to complete the Compliance Audit.

- 7.7.8 At the closing meeting, the audit team will verbally present its preliminary findings to the *Signatory*, including identifying any apparent *Non-Conformities* (focusing on *Critical* and *High Priority* requirements). The audit team may also outline any findings and/or best practice recommendations in respect of *General* requirements. The *Signatory* will be given an opportunity to note any disagreement with the audit team's preliminary findings during the closing meeting. The audit team will also outline the likely follow-up process and timeframes in terms of corrective actions, so that the *Signatory* may start addressing the findings immediately, i.e., without waiting for the Corrective Action Report. Following completion of the audit, the lead auditor will present the final audit findings in a draft Corrective Action Report to WADA Management. For the avoidance of doubt, following further consideration by the audit team, the final audit findings may be more extensive than the preliminary findings presented verbally at the closing meeting. As soon as practicable thereafter, a final Corrective Action Report will be issued to the *Signatory* in accordance with Article 8.2.2.
- 7.7.9 WADA will pay the costs of the Compliance Audit, subject to potential reimbursement by the *Signatory* in accordance with Article 11.2.1.4.
- 7.7.10 WADA will publish on its website a list of *Signatories* that have undergone a Compliance Audit. Once an audit is complete, and the *Signatory* in question has received the final Corrective Action Report, WADA may publish a summary report of the audit outcomes.
- 7.7.11 Where WADA determines that the *Signatory's* Compliance Audit does not reveal any *Non-Conformities*, the *Signatory* will be duly notified in writing. For the avoidance of doubt, WADA shall have the right to seek correction, in accordance with this *International Standard* for Code Compliance by *Signatories*, of any *Non-Conformities* that were not identified as part of the Compliance Audit, but instead are identified by other means. The fact that the Compliance Audit did not identify those *Non-Conformities* will not affect that right.

## 7.8 Program Area Monitoring

- 7.8.1 In consultation with the CRC, WADA Management will identify a number of specific requirements of the Code and/or an International Standard for which *Signatories* will be subject to specific-program-area-focused compliance monitoring (aka 'program area monitoring'), using means that are complementary to the Code Compliance Questionnaire and Compliance Audits.
- 7.8.2 The relevant department within WADA will be responsible for the program area monitoring of each *Signatory's* compliance with the requirement(s) in question. Appropriate timeframes and reminders will be established and communicated to the *Signatories* with sufficient time afforded to correct any *Non-Conformity*.
- 7.8.3 If the *Signatory* does not correct a *Non-Conformity* within the timeframe set by the relevant WADA department, the department will report the *Non-Conformity* to WADA Management, which will issue a Corrective Action Report in accordance with Article 8.2.2.

**7.8.4** In addition to the program area monitoring, *Signatories* that have been subject to a Compliance Audit may have any *Non-Conformities* with *Critical* or *High Priority* requirements that were identified at the time of the audit reviewed after the completion of the post-audit Corrective Action Report. The relevant WADA department will assess whether the *Critical* and *High Priority* requirements are still being met by reference to any information to which WADA has access, including via a Mandatory Information Request. Should the relevant WADA department identify any *Non-Conformities* with *Critical* or *High Priority* requirements, WADA will issue a Corrective Action Report in accordance with Article 8.2.2.

## **7.9 Special Provisions Applicable to Major Event Organizations**

**7.9.1** The International Olympic Committee, the International Paralympic Committee, and other *Major Event Organizations* are subject to the same Code Compliance monitoring and enforcement rules and procedures set out in this *International Standard* for Code Compliance by *Signatories* as all other *Signatories*. However, they may also be made the subject of an *Independent Observer Program*; and the normal procedures for identification and correction of *Non-Conformities* may have to be fast-tracked for them, in the manner set out in this Article 7.9, due to the timing of their *Events*. For the avoidance of doubt, unless otherwise stated in this Article 7.9, the normal rules, procedures, and timeframes set out in this *International Standard* for Code Compliance by *Signatories* shall apply to the International Olympic Committee, the International Paralympic Committee, and other *Major Event Organizations*.

**7.9.2** WADA may send to a *Major Event Organization* a Code Compliance Questionnaire tailored for *Major Event Organizations* one (1) year or less before its *Event* is to be staged. The *Major Event Organization* shall complete and return that Code Compliance Questionnaire to WADA within a reasonable timeframe specified by WADA that gives WADA sufficient time to identify and the *Major Event Organization* sufficient time to correct any *Non-Conformities* before the *Event* takes place. The Major Event Organization shall ensure that the completed Code Compliance Questionnaire ~~as completed by the Major Event Organization must describe~~ describes in adequate detail the Anti-Doping Program that the *Major Event Organization* proposes to put in place for the *Event*, so that any *Non-Conformities* can be identified and corrected in advance.

**7.9.3** Where WADA identifies *Non-Conformities* based on the *Major Event Organization's* completed Code Compliance Questionnaire, it will issue a Corrective Action Report in accordance with Article 8.2.2, save that where the Corrective Action Report:

**7.9.3.1** ~~identifies~~ Identifies *Non-Conformities* with *Critical* requirements, the *Signatory* shall correct them within a timeframe specified by WADA of no more than two (2) months; and/or

**7.9.3.2** ~~identifies~~ Identifies *Non-Conformities* with *High Priority* requirements, the *Signatory* shall correct them within a timeframe specified by WADA of no more than four (4) months; and/or

7.9.3.3 ~~identifies~~Identifies *Non-Conformities* with *General* requirements, the *Signatory* shall correct them within a timeframe specified by *WADA* of no more than six (6) months.

7.9.4 Where a *Major Event Organization* fails to correct *Non-Conformities* within the timeframe specified by *WADA*, *WADA* Management shall follow the standard corrective procedures and timeframes set out in Articles 8.1 to 8.3, save that where the urgency of the matter/the timing of the *Event* means that such standard procedures and timeframes are not appropriate, *WADA* Management may impose shorter timeframes (provided it informs the *Major Event Organization* of the shortened timeframes and of the consequences of failing to meet them) and/or may refer the case to the CRC for urgent consideration without following all of the steps set out in Articles 8.1 to 8.3.

7.9.4.1 In such cases, *WADA* Management shall give the *Major Event Organization* an opportunity to explain the apparent *Non-Conformities* by a specified date and shall communicate any explanation provided by the *Signatory* within that date to the CRC.

7.9.5 When *WADA* Management refers a case to the CRC in accordance with this Article 7.9:

7.9.5.1 The CRC will convene (either in person or otherwise) as soon as possible to consider the matter. It will consider *WADA* Management's assessment, and any explanation or comments provided by the *Major Event Organization* in accordance with Article 7.9.4.1.

7.9.5.2 Following such review, if the CRC considers that a fast-track procedure is not required, it may recommend:

a) ~~(a) that~~That a mission in the framework of the *Independent Observer Program* be conducted at the *Major Event Organization's Event* (if not planned already); and/or

b) ~~(b) that~~That a Corrective Action Report be issued to the *Signatory*, to be followed up in accordance with fast-track procedures that ensure the *Non-Conformities* are corrected well in advance of the next edition of the *Event* in question; and/or

c) ~~(c) that~~That the *Major Event Organization* contract with a *Delegated Third Party* to support its *Anti-Doping Activities* at the *Event*.

7.9.6 If, however, the CRC considers that a fast-track procedure is required, Articles 8.5.4.3 and 8.5.4.4 shall apply.

7.9.7 Whether or not Article ~~7.9.6.2~~7.9.5.2(a) applies:

**7.9.7.1** In accordance with Article 7.4.1.3, as an additional means of monitoring Code Compliance by *Major Event Organizations*, WADA may conduct *Independent Observer Programs* (a) at the Olympic Games and the Paralympic Games; (b) at continental Games (e.g., African Games, Asian Games, European Games, Pan American Games), as well as the Commonwealth Games and World Games; and (c) at other *Events*, to be selected based on objective criteria agreed with the CRC.

**7.9.7.2** Where WADA has issued a Corrective Action Report for a *Major Event Organization* in accordance with Article 7.9.3, one of the tasks of the *Independent Observer Program* sent to that *Major Event Organization's* next *Event* will be to determine whether the *Major Event Organization* has implemented the corrective actions identified in that Corrective Action Report. If the corrective actions have not been properly implemented, they will be referenced in the report issued by the *Independent Observer Program* and published by WADA after the *Event* in question, along with any other *Non-Conformities* identified by the *Independent Observer Program* during the *Event*.

*[Comment to Article 7.9.7.2: Information provided by the Major Event Organization in a Code Compliance Questionnaire and/or a Corrective Action Report, as well as WADA's responses thereto, shall be taken into account by the Independent Observer Program in order to avoid, where possible, a duplication of the review of those elements (e.g., policies, documents, protocols, etc.) already addressed as part of the Code Compliance Questionnaire or Corrective Action Report process].*

**7.9.7.3** When the report issued by the *Independent Observer Program* is completed, all *Non-Conformities* will also be included in a new Corrective Action Report, requiring (as WADA sees fit) either (a) the implementation of the corrective actions within specified timeframes (which may or may not be the same timeframes as are set out in Article 7.9.3), or (b) a commitment to implement the corrective actions before the next edition of the *Major Event Organization's Event*.

## **8.0 Giving Signatories the Opportunity to Correct Non-Conformities**

### **8.1 Objective**

**8.1.1** When *Non-Conformities* are identified, the objective will be to assist the *Signatory* through dialogue and support to correct the *Non-Conformities* and so achieve and maintain full Code Compliance.

**8.1.2** Article 8 sets out the procedures that WADA will follow in giving the *Signatory* adequate opportunity to correct the *Non-Conformities* identified. The various steps in the process are presented in flow chart format in Figure One (Article 5 above).

### **8.2 Corrective Action Reports and Corrective Action Plans**

**8.2.1** Where the *Signatory's* rules or regulations (or applicable legislation, if that is how the *Code* has been implemented in a particular country) are not compliant with the *Code*, WADA Management will give the *Signatory* a Corrective Action Report that identifies the *Non-Conformities* and specifies a timeframe of no more than three (3) months for the *Signatory* (i) to adopt amendments that correct them in a manner acceptable to WADA; or (ii) to provide (a) appropriate draft amendments that would correct them in a manner acceptable to WADA and (b) a commitment to bring those amendments into effect within a confirmed timeframe that is acceptable to WADA.

**8.2.2** Where WADA identifies *Non-Conformities* in any other aspects of a *Signatory's* Anti-Doping Program (whether as a result of a Code Compliance Questionnaire or a Compliance Audit, or as a result of information provided in response to a Mandatory Information Request, or otherwise), WADA Management will send the *Signatory* a Corrective Action Report that:

**8.2.2.1** identifies Identifies *Non-Conformities* with *Critical* requirements, which the *Signatory* shall correct within a timeframe specified by WADA of no more than three (3) months; and/or

**8.2.2.2** identifies Identifies *Non-Conformities* with *High Priority* requirements, which the *Signatory* shall correct within a timeframe specified by WADA of no more than six (6) months; and/or

**8.2.2.3** identifies Identifies *Non-Conformities* with *General* requirements, which the *Signatory* shall correct within a timeframe specified by WADA of no more than nine (9) months;

unless the *Signatory* is a *Major Event Organization*, in which case the above timeframes will not apply, and instead the matter will be addressed in accordance with Article 7.9.

~~**8.2.3** Having sent the Corrective Action Report, WADA Management will establish that the *Signatory* has received the Corrective Action Report, and will seek to ensure that the *Signatory* understands what it needs to do to implement the required corrective actions within the specified timeframes.~~



**8.2.3** ~~8.2.4~~ If the *Signatory* disputes one or more of the *Non-Conformities* identified in the Corrective Action Report, and/or disputes their classification as *Critical* or *High Priority*, but WADA Management ~~will review~~ maintains the position. ~~If the position is maintained~~ following ~~that~~ review, the *Signatory* may request that the ~~dispute~~ issue be referred to the CRC for consideration in accordance with Article 8.4.1. Following Upon such referral, the compliance procedure will be stayed, and WADA Management will take no further enforcement steps in the matter, until a decision has been made by the CRC or by WADA's Executive Committee (as applicable). ~~If~~

**8.2.4** Save where the CRC agrees with the view of WADA Management, ~~the matter shall proceed in accordance with this International Standard for Code Compliance by Signatories. If the CRC does not agree with the view of WADA Management, WADA Management may refer the issue to WADA's Executive Committee for decision. In either event, the Signatory may continue to dispute the Non-Conformities and/or their classification in the subsequent~~ compliance proceedings.

~~8.2.5~~ Subject always are stayed further to Article ~~8.1.28.2.3~~, the *Signatory* shall correct the *Non-Conformities* within the timeframes specified in the Corrective Action Report. The Corrective Action Report will include within it a Corrective Action Plan section for the *Signatory* to complete, in order to assist the *Signatory* in planning who within its organization will implement each of the corrective actions, how, and by when. It is not mandatory for the *Signatory* to provide a Corrective Action Plan to WADA but it is strongly recommended. If the *Signatory* provides a Corrective Action Plan, WADA will review that plan to confirm it is fit for purpose. If ~~it is not fit for purpose~~ necessary, WADA will provide comments to assist the *Signatory* to make it fit for purpose.

**8.2.5** ~~8.2.6~~ WADA Management will monitor the *Signatory's* progress in correcting the *Non-Conformities* identified in the Corrective Action Report.

**8.2.6** ~~8.2.7~~ If any further *Non-Conformities* are discovered after a Corrective Action Report has been sent to the *Signatory* but before the matter has been referred to the CRC, or if there is a repeat of a *Non-Conformity* that was supposedly corrected before the matter has been referred to the CRC, WADA Management may send the *Signatory* an updated Corrective Action Report that adds the new *Non-Conformities* and that provides a new timeframe or timeframes for correction of all the *Non-Conformities* identified in the updated Corrective Action Report.

### 8.3 Final Opportunity to Correct before Referral to the CRC

**8.3.1** If a *Signatory* does not correct all *Non-Conformities* within the timeframe set in the Corrective Action Report, or if a *Signatory* fails to provide the required response within the specified timeframe to a Code Compliance Questionnaire, a notice of a Compliance Audit, a request made as part of program area monitoring, or a Mandatory Information Request, WADA Management will give the *Signatory* written notice of that failure and a new timeframe of anything up to, but no more than, three (3) months) to correct it. That new timeframe will not be extended again unless the *Signatory* establishes that an Event of Force Majeure will make it impossible for the *Signatory* to correct the position within that timeframe.



**8.3.2** If any further *Non-Conformities* (whether new or repeated) are discovered after the *Signatory* has been given a new timeframe to correct the original *Non-Conformities* pursuant to Article 8.3.1 but before the matter has been referred to the CRC, WADA Management will send the *Signatory* notice of the further *Non-Conformities* and set a timeframe (which may, ~~where appropriate,~~ be on a fast -track basis) in which all of the *Non-Conformities* (i.e., original and further) shall be corrected. Thereafter, all of the *Non-Conformities* will be addressed together, in one merged procedure.

#### **8.4 Referral to the CRC**

**8.4.1** If a *Signatory* (a) continues to dispute an alleged *Non-Conformity* after an exchange of views with WADA Management and requests referral of the matter to the CRC; or (b) does not correct a *Non-Conformity* by the timeframe set in accordance with Article 8.3.1; or (c) does not provide the required response to a Mandatory Information Request or Code Compliance Questionnaire by the timeframe set in accordance with Article 8.3.1, WADA Management will refer the matter to the CRC for consideration in accordance with Articles 8.4.2 to 8.4.6. Following such referral, the compliance procedure will be stayed, and WADA Management will take no further steps in the matter, until a decision has been made by the CRC or by WADA's Executive Committee (as applicable) further to Articles 8.4.2 to ~~8.4.6~~8.4.7.

**8.4.2** WADA Management will advise the *Signatory* of the decision to refer the matter to the CRC, and explain that the *Signatory* may submit any explanations or other comments that the *Signatory* wishes the CRC to consider. WADA Management will communicate to the CRC any explanation or comments received from the *Signatory*.

**8.4.3** ~~In all cases, the~~The CRC shall review and determine for itself whether it agrees with WADA Management that there are Non-Conformities by the Signatory and with WADA Management's classification of the~~those~~ *Non-Conformities* as *Critical*, *High Priority*, or *General*. ~~If not, they shall be re-classified (and the timeframes for corrective action shall be amended accordingly) (unless WADA Management maintains its position, in which case WADA's Executive Committee shall decide).~~ The CRC shall also consider fully and fairly any explanations or comments received from the *Signatory* in respect of those *Non-Conformities*. In particular, any Event of Force Majeure that may explain the *Signatory's Non-Conformities* or inability to correct them ~~as required by the Corrective Action Report~~ shall be fully and fairly considered in accordance with Article 8.6.

8.4.3.1 If the CRC does not agree with the view of WADA Management on any of these issues, WADA Management may accept the CRC's position (and if any *Non-Conformities* are re-classified, the timeframes for corrective action will be revised accordingly) or may refer the disagreement to WADA's Executive Committee. If WADA's Executive Committee disagrees with the CRC's position, it shall not substitute its own decision but instead shall refer the matter back to the CRC so that the CRC may decide how to proceed. When referring the matter back to the CRC, WADA's Executive Committee shall indicate the specific issues as well as any additional documents or information that it wishes the CRC to consider. The CRC's final position shall be referred to WADA's Executive Committee, which may either accept the CRC's final position or else take its own decision on the matter, as it sees fit. In any event, the Signatory may continue to dispute the *Non-Conformities* and/or their classification in the subsequent proceedings.

**8.4.4** Where the CRC considers that the Signatory has failed without valid reason to correct the *Non-Conformity/ies* in question or to respond to a *Mandatory Information Request* or *Code Compliance Questionnaire* satisfactorily within the specified timeframe, the CRC will provide to WADA's Executive Committee a report of the relevant facts and an explanation of why, based on those facts, the CRC recommends that the Signatory be sent a formal notice alleging that it is non-compliant with the requirements of the *Code* and/or the *International Standards*. The report should also categorize the requirements in question as *Critical*, *High Priority*, or *General*, identify any *Aggravating Factors*, recommend in accordance with Article 10 particular *Signatory Consequences* to be proposed in the formal notice for such non-compliance, and recommend in accordance with Article 11 the conditions to be proposed in the formal notice that the Signatory should be required to satisfy in order to be *Reinstated*.

- 8.4.5 ~~Alternatively~~The Watchlist Procedure: Notwithstanding Article 8.4.4, if the Signatory ~~has provided~~provides a Corrective Action Plan that explains to the satisfaction of the CRC how the Signatory will correct the Non-Conformities within four (4) months, ~~the CRC~~ (or within nine (9) months, if the Non-Conformity is related to the adoption of rules, regulations, and/or legislation to satisfy the Signatory's obligation under Code Article 23.2 to implement the Code within the Signatory's sphere of responsibility), and if the CRC considers that implementation of the proposed Corrective Action Plan will correct the Non-Conformities in full by the four months (or nine months, if applicable) deadline, it may recommend that WADA's Executive Committee ~~decide~~resolves: (a) to ~~give~~grant the Signatory that additional period (starting to run from the date of the Executive Committee's decision) to correct the Non-Conformities, and (b) that ~~the formal notice described in Article 8.4.4 shall be sent~~upon expiry of that timeframe, if the CRC considers that the Non-Conformities have still not been corrected in full, WADA shall send the formal notice described in Article 9.2 to the Signatory upon expiry of that timeframe (without the need for a further decision by WADA's Executive Committee) if the CRC considers that the Non-Conformities have not been corrected in full by then. This option is referred to as the Watchlist Procedure. While the Watchlist Procedure is pending, no Signatory Consequences shall be imposed on the Signatory. A Signatory's inclusion in, or removal from, the Watchlist Procedure may be publicly reported on WADA's website and sent to WADA's stakeholders.
- 8.4.6 In ~~either each~~ case, ~~in applying when~~ formulating its recommendation as to Signatory Consequences in accordance with the principles set out in Article 10, the CRC will assess and ~~consider in making its recommendation~~take into account the potential impact on third parties (including in particular Athletes) of any proposed Signatory Consequences ~~proposed~~. WADA Management will be responsible for ensuring that the CRC is fully informed of this potential impact.

## 8.5 Fast-Track Procedure

- 8.5.1 Unless otherwise specified, where there is a Non-Conformity by a Signatory with one or more Critical requirements of the Code and/or the International Standards, this Article 8.5:

8.5.1.1 ~~shall~~Shall apply where WADA considers that urgent intervention is required in order to maintain confidence in the integrity of a sport or sports and/or of a particular Event or Events and/or in the integrity of a Signatory's Anti-Doping Activities;

8.5.1.2 ~~may~~May be applied (where WADA sees fit):

- a) ~~(a) where~~Where WADA considers that the Non-Conformity is similar to one or more of that Signatory's past Non-Conformities (whether or not those past Non-Conformities have since been corrected);
- b) ~~(b) to~~To cases involving Major Event Organizations, where the timing of the Event in question so requires, as described in Article 7.9; and

c) ~~(c) to~~ To cases involving original and further *Non-Conformities*, as described in Article 8.3.2.

**8.5.2** WADA Management shall or may (as applicable) refer a case that falls within Article 8.5.1 to the CRC for urgent consideration without following all of the steps set out in the preceding Articles of this *International Standard for Code Compliance* by *Signatories*. Alternatively, WADA Management may follow some or all of those steps but with shortened timeframes, according to the urgency of the matter, and may refer the case to the CRC if the *Signatory* has not corrected the *Non-Conformities* within the shortened timeframes.

**8.5.3** In such cases, WADA Management shall give the *Signatory* an opportunity to explain the apparent *Non-Conformities* within a specified timeframe, and shall communicate any explanation provided by the *Signatory* within that timeframe to the CRC.

**8.5.4** When WADA Management refers a case to the CRC in accordance with this Article 8.5:

**8.5.4.1** The CRC will convene (in person or otherwise) as soon as possible to consider the matter. It will consider WADA Management's assessment, and any explanation or comments provided by the *Signatory* in accordance with Article 8.5.3.

**8.5.4.2** Following such review, if the CRC considers that a fast-track procedure is not required, it may recommend:

a) ~~(a) that~~ That the *Signatory* undergo a Compliance Audit; and/or

b) ~~(b) that~~ That a Corrective Action Report be issued to the *Signatory*, to be followed up in accordance with the normal procedures set out in Articles 8.3 and/or 8.4.

**8.5.4.3** If, however, the CRC considers that a fast-track procedure is required, the CRC may recommend to WADA's Executive Committee that the *Signatory* be sent a formal notice alleging that it is (or was, as applicable) non-compliant with *Critical* requirements of the *Code* and/or the *International Standards*, identifying any *Aggravating Factors* alleged by WADA, specifying the *Signatory Consequences* that it is contended should apply for such non-compliance (in accordance with Article 10) (including any such *Signatory Consequences* that the CRC considers should be imposed urgently to protect the rights of clean *Athletes* and/or to maintain confidence in the integrity of a sport or sports and/or of a particular *Event* or *Events* and/or in the integrity of a *Signatory's Anti-Doping Activities*), and specifying the conditions that it is proposed the *Signatory* should have to satisfy in order to be *Reinstated* (in accordance with Article 11).

**8.5.4.4** If WADA's Executive Committee accepts that recommendation (by vote taken at an in-person meeting or, if necessary to avoid delay, by teleconference or by circular email communication), that formal notice shall be sent to the *Signatory* in accordance with Article 9.2.3. At the same time, or at any time thereafter, WADA may refer the case to the CAS Ordinary Arbitration Division and may apply to CAS for appropriate interim relief in accordance with Article 9.4.4, and/or for an expedited hearing on the merits.

## **8.6 Event of Force Majeure**

Where a *Signatory* demonstrates that one or more of its *Non-Conformities* (or its inability to correct them as required by the *Corrective Action Report*) is due to an *Event of Force Majeure*, WADA's Executive Committee (having taken into account any recommendation made by the *CRC* on the issue) may ~~in its discretion~~ either: (1) delay and/or suspend any ~~non-compliance procedure~~ action against the *Signatory* while the *Event of Force Majeure* continues to have that effect, while reserving the right to pursue ~~the non-compliance procedure~~ any action once that effect ends (having taken into account any recommendation made by the *CRC* on the issue); or (2) ~~waive~~ determine that no further action should be taken in respect of the relevant *Non-Conformities* ~~and close the non-compliance procedure. The choice made by WADA's determination as to whether to delay and/or suspend the procedure or waive the Non-Conformities is not subject to challenge~~ Executive Committee may not be challenged, whether by way of appeal or otherwise.

## **8.7 Transparency**

WADA may publicly report on its website and/or may communicate directly to its stakeholders with respect to pending *Signatory* compliance proceedings, including: (i) details of any *Corrective Action Report* that it has issued to a *Signatory*; and (ii) (at the same time and/or in separate, subsequent communications) details of any subsequent steps taken in respect of the *Non-Conformities* identified in that *Corrective Action Report*, including (without limitation) any *Corrective Action Plan* issued by the *Signatory*, the progress (or otherwise) made by the *Signatory* in implementing the *Corrective Action Plan*, and (where the *Corrective Action Plan* is not fully or timeously implemented) the further enforcement action taken by WADA further to Article 9.

## **9.0 Confirming Non-Compliance and Imposing *Signatory* Consequences**

### **9.1 CRC Recommendation**

**9.1.1** Articles 8.4 and 8.5 identify the circumstances in which the *CRC* may recommend that the *Signatory* be sent a formal notice alleging non-compliance with the requirements of the *Code* and/or the *International Standards*, categorizing the requirements in question as *Critical*, *High Priority*, or *General*, identifying any *Aggravating Factors* alleged by WADA (in cases involving non-compliance with *Critical* requirements), and specifying the *Signatory Consequences* that it is contended should apply for such non-compliance (in accordance with Article 10), as well as the conditions that it is proposed the *Signatory* should have to satisfy in order to be *Reinstated* (in accordance with Article 11).

## 9.2 Consideration by WADA's Executive Committee

- 9.2.1 At its next meeting in person, or else (if the CRC so recommends) by teleconference or by circular email communication, WADA's Executive Committee will decide whether to accept the CRC's recommendation. The CRC's recommendation and the decision of WADA's Executive Committee in respect of that recommendation shall be made public (e.g., by publication of the minutes of WADA's Executive Committee's deliberations on the matter) no more than fourteen (14) days after WADA's Executive Committee makes its decision.
- 9.2.2 If WADA's Executive Committee does not accept all or any part of the CRC's recommendation, it shall not substitute its own decision but instead shall ~~remit~~refer the matter back to the CRC so that the CRC may consider the matter further and decide how to proceed ~~(e.g., by making~~ When referring the matter back to the CRC, WADA's Executive Committee shall indicate the specific issues as well as any additional documents or information that it wishes the CRC to consider. If the CRC decides to make a revised recommendation to WADA's Executive Committee~~). If~~ WADA's Executive Committee ~~also does not~~may accept the CRC's ~~second revised~~ recommendation on the matter, or else it may either refer the matter back to the CRC again or ~~else~~ take its own decision on the matter, as it sees fit.
- 9.2.3 Where WADA's Executive Committee decides to accept the CRC's recommendation to issue a formal notice of non-compliance to a *Signatory* ~~(whether immediately, or automatically upon expiry of the timeframe specified in accordance with Article 8.4.5, if the CRC concludes that the Non-Conformities have still not been corrected by then)~~, WADA shall issue such formal notice to the *Signatory*, setting out the matters referenced at Article 9.1.1. ~~The process thereafter is set out in flow chart format in Figure Two (see~~ That notice is referred to below as the 'Article 5, above)9.2 formal notice'.
- 9.2.4 Where the *Signatory Consequences* proposed in the Article 9.2 formal notice may affect attendance at and/or participation in the Olympic Games or Paralympic Games, WADA shall send a copy of the notice ~~formally~~ to the International Olympic Committee and/or the International Paralympic Committee (as applicable).
- 9.2.5 The Article 9.2 formal notice sent to the *Signatory* (or a summary thereof) shall be publicly reported on WADA's website ~~and sent to WADA's stakeholders once that notice~~it has been received by the *Signatory*. WADA's stakeholders may assist in the publicizing of the notice, such as by publicly reporting it on their own websites. WADA may also publicly report on its website the steps taken subsequently by WADA and the Signatory in respect of the Article 9.2 formal notice. In particular (but without limitation), WADA shall publicly report when a Signatory corrects all of the non-compliances with the requirements of the Code and/or the International Standards that are identified in the Article 9.2 formal notice, and (if applicable) the consequent termination of any CAS proceedings previously commenced against the Signatory.
- 9.3 ~~Acceptance by the~~The options for a Signatory in responding to an Article 9.2 formal notice



**9.3.1** ~~The Signatory will have twenty-one (21) days from the date of receipt of the formal notice~~ If the Signatory wishes to dispute WADA's allegation of non-compliance and/or the *Signatory Consequences* and/or the *Reinstatement* conditions proposed by WADA in the ~~notice. Further to Code Article 24.1.5, if the Signatory does not communicate such dispute in writing to~~ 9.2 formal notice, it shall send WADA formal written confirmation of that dispute together with the sum of CHF 5,000 so that they are both received by WADA ~~within~~ no more than twenty-one (21) days ~~(or such extended timeframe as WADA may agree), the~~ after the day the Signatory receives the Article 9.2 formal notice.

**9.3.1.1** If the Signatory meets these requirements, WADA will draw up a complaint referring the dispute to CAS in accordance with Article 9.4.1. It will use the CHF 5,000 to defray some of the costs it incurs in drawing up that complaint and referring the dispute to CAS. If the Signatory withdraws the dispute before WADA incurs any such costs, WADA will return the CHF 5,000 to the Signatory in full. If the Signatory withdraws the dispute after WADA incurs such costs, WADA will return to the Signatory any part of the CHF 5,000 that exceeds the amount of costs actually incurred by WADA. If the dispute goes to CAS, WADA will return to the Signatory 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.

*[Comment to Article 9.3.1.1: 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 21-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 shall file the written confirmation of dispute by that deadline, or else Article 9.3.1.2 will apply. If WADA subsequently decides not to waive the entire CHF 5,000, the Signatory shall pay the outstanding amount so that it is received by WADA no more than seven (7) days after the Signatory is notified of WADA's decision on the request for waiver, or else Article 9.3.1.2 will apply].*

**9.3.1.2** If the Signatory does not meet these requirements, it will be deemed to have admitted, the allegation of non-compliance and to have accepted the Signatory Consequences and ~~for the any Reinstatement~~ conditions proposed by WADA in the Article 9.2 formal notice ~~will be deemed accepted~~, and ~~the~~ that notice will automatically become a final decision that is enforceable (subject to Article ~~9.3.29.3.1.3~~) with immediate effect in accordance with Code Article 24.1.9. This outcome will be publicly reported by WADA.

**9.3.1.1** ~~Alternatively, if the Signatory asserts that it has corrected the non-compliance in full within twenty-one (21) days of receipt of the formal notice, WADA Management will refer the matter to the CRC. If the CRC is satisfied that the non-compliance has been corrected in full, it will recommend to WADA's Executive Committee that the formal notice be withdrawn (subject, where appropriate, to certain conditions, e.g., that the~~



~~Signatory pays the costs incurred by WADA in relation to the non-compliance). If the CRC is not satisfied that the non-compliance has been corrected in full, WADA will re-send the formal notice (amended if necessary, at the direction of the CRC) to the Signatory, giving it another twenty-one (21) days from the date of receipt of the notice either to dispute or to accept the contents of the notice.~~

~~9.3.1.2 Alternatively, if within twenty-one (21) days of receipt of the formal notice the Signatory provides a Corrective Action Plan that explains to the satisfaction of the CRC how the Signatory will correct the Non-Conformities within four (4) months of WADA's Executive Committee's decision, the CRC may recommend that WADA's Executive Committee apply the Watch-List Procedure (subject, where appropriate, to certain conditions, e.g., that the Signatory pays the costs incurred by WADA in relation to the non-compliance).~~

~~9.3.1.3 If the Signatory corrects the non-compliance in full at a later stage in the process, WADA's Executive Committee will decide (taking into account the recommendation of the CRC) whether to discontinue the process immediately, or to continue the process until (a) appropriate Signatory Consequences have been accepted by or imposed on the Signatory in respect of the non-compliance; and/or (b) the Signatory has paid the costs incurred by WADA in relation to the non-compliance.~~

9.3.1.3 ~~9.3.2~~ If WADA will post on its website the publicly reports a final decision referred to in the opening paragraph of accordance with Article 9.3.1. Any 9.3.1.2, any party that would have been entitled as of right under Code Article ~~24.1.7~~ 24.1.8.3 to intervene in the CAS proceedings that would have taken place if the Signatory had disputed any aspect of WADA's notice leading to that decision shall have the right to appeal against the Signatory Consequences imposed pursuant to that decision to the extent that they impact upon that party (but not against any other aspect of the decision), ~~by filing an. That~~ appeal shall be filed with CAS within twenty-one (21) days of WADA posting ~~that the~~ decision on its website. ~~That party~~ The appellant may ask CAS for interim measures suspending enforcement of the Signatory Consequences ~~as against that party to the extent they impact on it~~ pending the outcome of the appeal, ~~on the basis that the appeal would then be dealt with on an expedited basis.~~ If CAS makes that order, the decision will still be final and enforceable immediately in respect of all other Signatories ~~but not against that party unless, and until (and to the extent that) the CAS rejects that party's appeal.~~ ~~The appeal shall~~ will be resolved on an expedited basis by the CAS Appeals Arbitration Division in accordance with the CAS Code of Sports-related Arbitration and Mediation Rules and this *International Standard for Code Compliance by Signatories* (and in the case of conflict between them, the latter shall prevail). Swiss law will govern the proceedings. The seat of the arbitration, and the venue of any hearings, shall be Lausanne, Switzerland. Unless the parties agree otherwise, the proceedings will be conducted in English and the CAS Panel that hears

and determines the dispute will be composed of three (3) arbitrators. The appellant party and WADA ~~and the Signatory~~ shall each nominate an arbitrator to sit on the CAS Panel, choosing either from the list of arbitrators specifically designated by CAS for cases arising under Code Article 24.1 or from the general CAS list of arbitrators, as each sees fit, and those two (2) arbitrators shall together choose a third arbitrator from the former list to act as President of the CAS Panel. If they cannot agree within three (3) days, the President of the CAS Appeal Arbitration Division will choose the President of the CAS Panel from the former list. Cases shall be completed expeditiously and (save in exceptional circumstances) the reasoned decision shall be issued no later than three (3) months after the date of appointment of the CAS Panel.

That decision shall be publicly reported by CAS and the parties.

**9.3.2** Alternatively, if within twenty-one (21) days of receipt of the Article 9.2 formal notice the Signatory provides a Corrective Action Plan that explains how it will correct the Non-Conformities in question in full within four (4) months of WADA's approval of the Corrective Action Plan (or within nine (9) months, if the Non-Conformity is related to the adoption of rules, regulations, and/or legislation to satisfy the Signatory's obligation under Code Article 23.2 to implement the Code within the Signatory's sphere of responsibility), the Signatory's deadline to respond to the Article 9.2 formal notice will be suspended while the CRC considers the Corrective Action Plan. If the CRC is not satisfied that implementation of the Corrective Action Plan will correct the Non-Conformities in full by the four months (or nine months, if applicable) deadline, the Signatory will be so advised and will be given seven (7) days to respond to the Article 9.2 formal notice. Alternatively, if the CRC is satisfied that implementation of the Corrective Action Plan will correct the Non-Conformities in full by the relevant deadline, it may recommend that WADA's Executive Committee accept the Corrective Action Plan. If WADA's Executive Committee does not accept the Corrective Action Plan, the Signatory will be so advised and will be given seven (7) days to respond to the Article 9.2 formal notice. Alternatively, if WADA's Executive Committee accepts the Corrective Action Plan, the Signatory will be so advised and the Article 9.2 formal notice will remain suspended pending implementation of the Corrective Action Plan. If the Non-Conformities in question are subsequently corrected in full within the timeframe(s) specified in the Corrective Action Plan, the Article 9.2 formal notice will be withdrawn. If those Non-Conformities are not corrected in full within the specified timeframe(s), then (without the need for a further decision by WADA's Executive Committee) WADA shall so advise the Signatory and shall give it seven (7) days to respond to the Article 9.2 formal notice.

**9.3.2.1** For the avoidance of doubt, (i) Article 9.3.2 may not be invoked by a Signatory who previously invoked the Watchlist Procedure in respect of the Non-Conformities in question; and (ii) if a Signatory's Corrective Action Plan submitted further to Article 9.3.2 is not accepted (whether by the CRC or by WADA's Executive Committee), if the Signatory submits another Corrective Action Plan for consideration, that shall not suspend its deadline to respond to the Article 9.2 formal notice unless WADA specifically so agrees.

9.3.3 In either case, if the *Signatory* subsequently corrects the non-compliance in full to the satisfaction of the CRC prior to the case being referred to CAS in accordance with Article 9.4.1, WADA will discontinue the process immediately and will give back to the *Signatory* any part of the CHF 5,000 security for costs that WADA did not spend in drawing up the complaint and referring the case to CAS. If the *Signatory* corrects the non-compliance following referral of the case to CAS, Article 9.4.3 will apply.

#### 9.4 Determination by CAS

9.4.1 If the *Signatory* ~~disputes~~meets the ~~alleged non-compliance and/or the proposed Signatory Consequences and/or the proposed Reinstatement~~ conditions, ~~then (in accordance with Code set out in Article 24.1.6) it shall notify WADA in writing within twenty-one (21) days of its receipt of the notice from WADA.~~9.3.1 by the specified deadline. WADA shall ~~then~~ file a formal notice of dispute with CAS, and the dispute will be resolved by the CAS Ordinary Arbitration Division in accordance with the CAS Code of Sports-related Arbitration and Mediation Rules and this *International Standard* for Code Compliance by *Signatories* (and in the case of conflict between them, the latter shall prevail).

9.4.2 Swiss law will govern the proceedings. The seat of the arbitration, and the venue of any hearings, shall be Lausanne, Switzerland. Unless the parties agree otherwise, the proceedings will be conducted in English and the CAS Panel that hears and determines the dispute will be composed of three (3) arbitrators. WADA and the *Signatory* shall each nominate an arbitrator to sit on the CAS Panel either from the list of arbitrators specifically designated by CAS for cases arising under *Code* Article 24.1 or from the general CAS list of arbitrators, as each sees fit, and those two (2) arbitrators shall together choose a third arbitrator from the former list to act as the President of the CAS Panel. If they cannot agree within three (3) days, the President of the CAS Ordinary Arbitration Division will choose the President of the CAS Panel from the former list. Third parties may intervene or apply to intervene (as applicable) as set out in *Code* Article ~~24.1.7~~24.1.8.3 but solely to address any proposed *Signatory Consequences* that would impact upon them. ~~Cases~~

9.4.3 The proceedings shall be completed expeditiously and (save in exceptional circumstances) the reasoned decision shall be issued no later than three (3) months after the date of appointment of the CAS Panel. That decision shall be publicly reported by CAS and the parties.

~~9.4.2~~ If the *Signatory* has disputed WADA's allegation that the *Signatory* is non-compliant with the *Code* and/or the *International Standards*, WADA shall have the burden of proving, on the balance of probabilities, that the *Signatory* is non-compliant as alleged (if that is disputed by the Signatory). If the CAS Panel decides that WADA has met that burden, and if the *Signatory* has also disputed the *Signatory Consequences* and/or the *Reinstatement* conditions ~~specified~~proposed by WADA, the CAS Panel will also consider, by reference to the provisions of Article 10, what *Signatory Consequences* should be imposed and/or, by reference to the provisions of Article 11, what conditions the *Signatory* should be required to satisfy in order to be *Reinstated*. The CAS Panel will also determine how much of the arbitration costs referenced in CAS Code R64.4 each party should pay (if any), and may order one party to pay the other party a contribution towards its legal fees

and other expenses incurred in connection with the proceedings, in accordance with the CAS Code of Sports-related Arbitration.

#### ~~9.4.3~~

9.4.4 Consistent with the principle of 'last resort', ~~in any case (including not only ordinary but also fast track cases), if a Signatory does not meet the required timeframes for correcting Non-Conformities, and therefore the case is referred to the CRC,~~ if the Signatory corrects the ~~Non-Conformities~~ non-compliance at issue to the WADA's satisfaction ~~of the CRC~~ at any time before Signatory Consequences ~~are imposed by CAS issues its decision,~~ then WADA may agree that ~~no Signatory Consequences will be imposed other than~~ to termination of the CAS proceedings by means of an award agreed by WADA which provides that (a) the Signatory accepts Signatory Consequences that address any prejudice caused by the non-compliance, (b) the Signatory shall pay all of the costs of the arbitration proceedings referenced in CAS Code R64.4, and (ac) a requirement for the Signatory to reimburse the costs that WADA has incurred in investigating the case and/or in pursuing the case before shall contribute an amount specified by WADA towards the legal fees and other expenses incurred by WADA in connection with the proceedings. Any such termination, including the reasons for it and any conditions of termination, shall be publicly reported by CAS; and/or (b) where by the failure to correct a Non-Conformity within the required timeframe has resulted in irreparable prejudice, Signatory Consequences may be imposed that reflect that prejudice parties.

9.4.5 ~~9.4.4 No~~ Any Signatory Consequences that are disputed by the Signatory will not come into effect unless and until CAS so orders. For the avoidance of doubt, however, ~~nothing shall prevent WADA, where necessary, from asking~~ WADA may ask CAS to issue interim measures pending resolution of the dispute. In such cases, any third party that has intervened pursuant to ~~Code Article 24.1.7~~ 24.1.8.3 has a right to be heard on the application for interim measures, to the extent it would be impacted by ~~those measures~~ them. If the interim measures are granted, the Signatory and any such third party shall have no right of appeal against those interim measures but instead shall have the right to an expedited hearing on the merits of the case. If the interim measures are not granted, CAS ~~may~~ shall issue directions for an expedited hearing on the merits of the case.

9.4.5.1 ~~9.4.4.1~~ Where necessary (for example, to avoid the risk of destruction of evidence), WADA may make the request for interim measures *ex parte*, even before the matter is brought to WADA's Executive Committee or a formal notice of the dispute is sent to the Signatory in question. In such cases, if the interim measures are granted, the Signatory (and any third party intervenor, to the extent it is impacted by those measures) shall have a right of appeal against those interim measures to the CAS Appeals Arbitration Division.

## 9.5 Recognition ~~and Enforcement~~ of Signatory Consequences by Other Signatories

**9.5.1** ~~Once a decision as to a~~Where ~~Signatory's non-compliance is final (either because the Signatory did not dispute the contents of WADA's formal notice sent in accordance with~~ Consequences are imposed further to a final decision under Article 9.2.39.3.1.2, or because the Signatory did dispute it but CAS ruled against the Signatory)by CAS in proceedings under Article 9.4, in accordance with Code Article 24.1.9 ~~that decision shall be applicable worldwide and~~(but subject always to Article 9.3.1.3) those Signatory Consequences shall be recognized, respected and given full effect by all ~~other~~ Signatories in accordance with their authority and within their respective spheres of responsibility.

**9.5.2** Signatories shall ensure that they have due authority under their statutes, rules and regulations to comply with this requirement in a timely manner.

## **9.6 — Disputes about Reinstatement**

~~**9.6.1** If a Signatory wishes to dispute WADA's allegation that the Signatory has not yet met Reinstatement conditions imposed on it and therefore is not yet entitled to be Reinstated, it shall advise WADA in writing within twenty-one (21) days of its receipt of the allegation from WADA (see Code Article 24.1.10). WADA shall then file a formal notice of dispute with CAS, and the dispute will be resolved by the CAS Ordinary Arbitration Division in accordance with Code Articles 24.1.6 to 24.1.8 and this Article 9.~~

~~**9.6.2** It will be WADA's burden to prove on the balance of probabilities that the Signatory has not yet met the Reinstatement conditions imposed on it and therefore is not yet entitled to be Reinstated. If the case was previously considered by a CAS Panel further to Code Article 24.1.6, if possible, the same CAS Panel shall be constituted to hear and determine this new dispute.~~

## **10.0 Determining Signatory Consequences**

### **10.1 Potential Signatory Consequences**

**10.1.1** The *Signatory Consequence* that may be imposed, individually or cumulatively, for a *Signatory's Non-Conformity*, based on application of the principles set out in Article 10.2 to the particular facts and circumstances of the case at hand, are set out at Code Article ~~24.1.12~~24.1.4.

**10.1.2** As set out in Annex B, certain *Signatory Consequences* are specific to particular types of *Signatory*.

**10.1.2.1** Where the non-compliant *Signatory* acts as both an International Federation and a *Major Event Organization*, then (whether the requirement in question was imposed on it as an International Federation, or as a *Major Event Organization*, or both): (1) it shall be subject to the *Signatory Consequences* applicable to both types of organization for the non-compliance in question; and (2) the *Signatory Consequences* that are imposed will apply to it both in its capacity as an



International Federation and in its capacity as a *Major Event Organization*.

[Comment to Article 10.1.2.1: For example, if the Signatory is found to be non-compliant with a High Priority requirement, then it will lose both the *WADA Privileges* it enjoys as an International Federation and the *WADA Privileges* that it enjoys as a Major Event Organization (Article B.2.1(a)), and there may be Supervision or Takeover by an Approved Third Party of some or all of its Anti-Doping Activities both as an International Federation and as a Major Event Organization (Article B.2.1(b)). In addition, if the Signatory's Representatives are ruled ineligible to sit on the boards or committees or other bodies of any Signatory or its members for a period (Article B.2.1(d)), that ~~consequence~~ Signatory Consequence will apply not only to the Representatives of the Signatory in its capacity as an International Federation but also to the Representatives of the Signatory in its capacity as a Major Event Organization].

**10.1.2.2** Where the non-compliant *Signatory* is an 'other organization with relevant significance in sport' (Code Article 23.1.1), it shall be subject to the *Signatory Consequences* applicable to International Federations.

## **10.2 Principles Relevant to the Determination of the *Signatory Consequences* to be Applied in a Particular Case**

**10.2.1** The *Signatory Consequences* applied in a particular case shall be proportionate to the nature and seriousness of the non-compliance in that case, taking into account both the degree of fault of the *Signatory* and the potential impact of its non-compliance on clean sport. As a guide to assessing the potential impact of a *Signatory's* non-compliance on clean sport, the different requirements of the *Code* and *International Standards* shall be categorized (in ascending order of gravity) as *General*, *High Priority*, or *Critical*, as described further in Annex A. Where the case involves more than one category of non-compliance, the *Signatory Consequences* imposed shall be based on the gravest category of non-compliance. In terms of the degree of fault of the *Signatory*, the obligation to comply is absolute, and so any alleged lack of intent or other fault is not a mitigating factor, but any fault or negligence on the part of a *Signatory* may impact the *Signatory Consequences* imposed.

**10.2.2** If there are *Aggravating Factors* in a particular case, that case shall attract significantly greater *Signatory Consequences* than a case where there are no *Aggravating Factors*. On the other hand, if a case includes extenuating circumstances, that may warrant the imposition of lesser *Signatory Consequences*.

**10.2.3** *Signatory Consequences* shall be applied without improper discrimination between different categories of *Signatories*. In particular, given that International Federations and *National Anti-Doping Organizations* have equally important roles in fighting doping in sport, they should be treated the same (*mutatis mutandis*) when it comes to imposing *Signatory Consequences* for non-compliance with their respective obligations under the *Code* and the *International Standards*.

**10.2.4** In accordance with the principle of proportionality referenced in Article 10.2.1, the *Signatory Consequences* imposed in a particular case shall go as far as is necessary to achieve the objectives underlying the *Code* and this *International Standard* for Code Compliance by *Signatories*. In particular, they shall be sufficient to motivate full Code Compliance by the *Signatory* in question, to punish the

*Signatory's* non-compliance, to deter further non-compliance by the *Signatory* in question and/or by other *Signatories*, and to incentivize all *Signatories* to ensure they achieve and maintain full and timely Code Compliance at all times.

- 10.2.5** Above all else, the *Signatory Consequences* imposed should be sufficient to maintain the confidence of *Athletes*, other stakeholders, and of the public at large, in the commitment of *WADA* and its partners from the public authorities and from the sport movement to do what is necessary to defend the integrity of sport against the scourge of doping. This is the most important and fundamental objective, overriding all others.

*[Comment to Articles 10.2.4 and 10.2.5: As CAS ruled in ROC et al v IAAF, CAS 2016/O/4684 and again in RPC v IPC, CAS 2016/A/4745, if a Signatory fails to deliver an Anti-Doping Program that is compliant with the Code, then in order to restore a level playing field, to provide a meaningful consequence that will provoke behavioral change within the Signatory's sphere of influence, and to maintain public confidence in the integrity of International Events, it may be necessary (and therefore legitimate and proportionate) to go so far as to exclude the Signatory's affiliated Athletes and Athlete Support Personnel and/or its Representatives from participation in those International Events.]*

- 10.2.6** The *Signatory Consequences* should not go further than is necessary to achieve the objectives underlying the Code. In particular, ~~where a Signatory Consequence imposed is~~ 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. In that context, consideration should~~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. If so, and if it is clear that allowing them to compete in the *Event(s)* in a neutral capacity (i.e., not as representatives of any country) will not make the *Signatory Consequences* that have been imposed less effective, or be unfair to their competitors or undermine public confidence in the integrity of the *Event(s)* (e.g., because the *Athletes* have been subject to an adequate *Testing* regime for a sufficient period) or in the commitment of *WADA* and its stakeholders to do what is necessary to defend the integrity of sport against doping, then such a mechanism may be permitted, under the control of and/or subject to the approval of *WADA* (to ensure adequacy and consistency of treatment across different cases).

*[Comment to Article 10.2.6: An example is the IAAF's Competition Rule 22.1A, which (as discussed in ROC et al v IAAF, CAS 2016/O/4684) created the possibility for Athletes affiliated to a suspended member national federation to apply for special eligibility to compete in international competitions as 'neutral' Athletes, where they could show that the suspended member's failure to enforce the anti-doping rules did not affect the Athlete in any way, because he or she was subject to other, fully adequate anti-doping systems for a sufficiently long period to provide substantial objective assurance of integrity. In particular, the Athlete had to show that he or she had been subject to fully compliant Testing both in and out of competition that was equivalent in quality to the Testing to which his or her competitors in the international competition(s) in question were subject in the relevant period.]*

- 10.2.7** The *Signatory Consequences* applied should include cessation of the *Signatory's* non-compliant *Anti-Doping Activities* where necessary to maintain confidence in the integrity of sport but should be designed to ensure as far as practicable that there is no gap in the protection offered to clean *Athletes* while the *Signatory* is working to satisfy the *Reinstatement* conditions. Depending on the circumstances of the particular case, this may involve *Supervision* and/or *Takeover* of some or all of the



*Signatory's Anti-Doping Activities.* Where the circumstances warrant, however, the *Signatory* may be permitted to continue to conduct some or all *Anti-Doping Activities* (e.g., *Education*) pending *Reinstatement*, provided this can be done without endangering clean sport. In such circumstances, *Special Monitoring* of the activities in question may be warranted.

- 10.2.8** Unless specified otherwise, all *Signatory Consequences* shall remain in effect only until the *Signatory* is *Reinstated*. For the avoidance of doubt, however, nothing shall prevent the imposition of *Signatory Consequences* that apply (or continue to apply) after *Reinstatement*, should the circumstances so warrant.

*[Comment to Article 10.2.8: The general rule is that all Signatory Consequences should come to an end at the point when the Signatory is Reinstated. The exceptions are (a) where Annex B specifies otherwise; and (b) where the facts and circumstances of the particular case make it appropriate (e.g., in order to ensure the punishment and/or the deterrent effect is adequate) for some or all of the Signatory Consequences to remain in effect for a further (specified) period after Reinstatement.]*

- 10.2.9** The decision imposing the original *Signatory Consequences* (whether that decision is the WADA proposal that is accepted by the *Signatory* or the CAS decision if the WADA proposal is disputed by the *Signatory*) may specify that the *Signatory Consequences* shall automatically increase (in the manner specified in the decision) in the event that the *Signatory* does not satisfy all of the *Reinstatement* conditions by a set deadline ~~(in which case, In cases involving more than one Non-Conformity, that decision may also specify that specific Signatory Consequences are linked to specific requirements, and that such increased or further Signatory Consequences shall may be specified in the original decision)~~ lifted as and when the CRC decides that the related requirements have been met.

- 10.2.10** Applying the principles set out above, Annex B identifies the range of graded and proportionate *Signatory Consequences* that shall *prima facie* apply in cases involving non-compliance with *Critical* requirements or only *High Priority* requirements or only *General* requirements. The intention behind Annex B is to promote predictability and consistency in the imposition of *Signatory Consequences* across all cases. However, there shall be flexibility to vary within or even to depart from this range in a particular case, where the application of the principles set out above to the specific facts and circumstances of that case so warrant. In particular, the greater the degree of non-compliance (i.e., the more requirements with which the *Signatory* has failed to comply, and the more important those requirements are to clean sport), the greater the *Signatory Consequences* should be.

## **11.0 Reinstatement**

### **11.1 Objective**

- 11.1.1** Once a *Signatory* has been determined to be non-compliant, the objective is to help that *Signatory* achieve *Reinstatement* as quickly as possible, while ensuring that corrective actions have been taken that will deliver enduring Code Compliance by that *Signatory*.

- 11.1.2** While WADA Management shall seek to guide the *Signatory* in its efforts to satisfy

the *Reinstatement* conditions as quickly as is reasonably practicable, that objective shall not be allowed to compromise the integrity of the process and/or of the eventual outcome.

## 11.2 *Reinstatement Conditions*

11.2.1 In accordance with Code Article ~~24.1.4~~[24.1.2](#), in the formal notice that it sends to the *Signatory*, setting out the *Signatory's* alleged non-compliance and the proposed *Signatory Consequences*, WADA shall also specify the conditions that it proposes the *Signatory* should have to satisfy in order to be *Reinstated*, which shall be as follows:

11.2.1.1 ~~all~~[All](#) of the matters that caused the *Signatory* to be declared non-compliant shall have been corrected in full;

11.2.1.2 ~~the~~[The](#) *Signatory* shall have demonstrated that it is ready, willing, and able to comply with all of its obligations under the *Code* and the *International Standards*, including (without limitation) carrying out all of its *Anti-Doping Activities* independently and without improper outside interference. If further *Non-Conformities* are identified after the *Signatory* has been declared non-compliant but before it is *Reinstated*, WADA will issue a new Corrective Action Report in respect of those new *Non-Conformities*, and the normal process and timeframes for correcting them (set out in Article 8) will apply, but in addition, if WADA's Executive Committee so decides following a recommendation by the CRC, the *Signatory* will not be *Reinstated* following the original declaration of non-compliance unless and until it has corrected all of the new *Non-Conformities* that relate to *Critical* or *High Priority* requirements;

11.2.1.3 ~~the~~[The](#) *Signatory* shall have respected and observed in full all of ~~the~~ *Signatory Consequences* applied to it (save, for the avoidance of doubt, those *Signatory Consequences* that are stated to apply, or to continue to apply, after *Reinstatement*);

11.2.1.4 ~~the~~[The](#) *Signatory* ~~must~~[shall](#) have paid in full the following costs and expenses by the deadline specified by WADA:

a) ~~(a) any~~[Any](#) specific costs and expenses (i.e., excluding costs and expenses incurred as part of WADA's routine monitoring activities) that were reasonably incurred by WADA in identifying the *Signatory's* non-compliance (e.g., the costs of any specific investigation conducted by WADA's Intelligence and Investigations Department or any third party contracted by WADA that identified such non-compliance);

b) The costs and expenses incurred by WADA in bringing proceedings before CAS pursuant to Article 9.4 in respect of the *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); and

c) ~~(b) the~~ The costs and expenses reasonably incurred by WADA and/or *Approved Third Parties* from the date on which the decision that the *Signatory* was non-compliant became final until the date of the *Signatory's Reinstatement*, including (without limitation) costs and expenses reasonably incurred in implementing the *Signatory Consequences* (including the costs relating to *Special Monitoring*, *Supervision* or *Takeover* and the costs of monitoring the *Signatory's* compliance with the *Signatory Consequences*) and the costs and expenses reasonably incurred in assessing the *Signatory's* efforts to satisfy the *Reinstatement* conditions; and

11.2.1.5 ~~the~~ The *Signatory* shall have satisfied any other conditions that WADA's Executive Committee may specify (on the recommendation of the CRC) based on the particular facts and circumstances of the case.

11.2.2 Within twenty-one (21) days of its receipt of the notice referenced in *Code* Article ~~24.1.4~~ 24.1.2, in accordance with *Code* Article ~~24.1.6~~ 24.1.3 the *Signatory* may dispute the *Reinstatement* conditions proposed by WADA, in which case WADA will refer the case to the CAS Ordinary Arbitration Division in accordance with *Code* Article ~~24.1.6~~ 24.1.3 and CAS will determine whether all of the *Reinstatement* conditions proposed by WADA are necessary and proportionate.

11.2.3 Subject to any contrary decision issued by CAS, to be eligible for *Reinstatement* a non-compliant *Signatory* shall be required to demonstrate (by its own efforts but also by securing the support and assistance of public authorities and/or other relevant parties, as necessary) that it has satisfied each of the *Reinstatement* conditions specified by WADA.

11.2.4 WADA (and/or CAS) may establish an instalment plan for payment of the costs and expenses set out in Article 11.2.1.4. In such a case, provided the *Signatory* is fully up to date with payments under that instalment plan, once the *Signatory* has complied with all other *Reinstatement* conditions it may be *Reinstated* even if further instalments will only become due for payment after the date of *Reinstatement*. However, the *Signatory* remains liable to pay all remaining instalments after such *Reinstatement*. A failure to do so shall be processed as a new *Non-Conformity* with a *High Priority* requirement.

### 11.3 The Reinstatement Process

11.3.1 WADA Management will monitor the *Signatory's* efforts to satisfy the *Reinstatement* conditions and will report to the CRC periodically on the *Signatory's* progress. A Compliance Audit and/or other compliance monitoring tools may be used to assist in this task.

11.3.2 Where a *Signatory's* right to conduct some or all *Anti-Doping Activities* has been withdrawn, the CRC may recommend to WADA's Executive Committee that the *Signatory* be given back the right to conduct certain of those *Anti-Doping Activities* (under *Special Monitoring* and/or *Supervision* by an *Approved Third Party*) prior to full *Reinstatement*. This recommendation will only be made where the CRC agrees with WADA Management that the *Signatory's* corrective efforts to date mean it is in a position to implement such *Anti-Doping Activities* itself in a compliant manner.

11.3.3 Once WADA Management considers that the *Signatory* has met all of the *Reinstatement* conditions, it will inform the CRC accordingly.

11.3.3.1 If the CRC agrees with WADA Management that the *Signatory* has met all of the *Reinstatement* conditions, it will recommend that WADA's Executive Committee confirm the *Reinstatement* of the *Signatory*.

11.3.3.2 If the CRC considers that the *Signatory* has not met all of the *Reinstatement* conditions, it will recommend that WADA's Executive Committee confirm that the *Signatory* is not yet entitled to be *Reinstated*. If WADA's Executive Committee accepts that recommendation, WADA shall notify the *Signatory* accordingly.

11.3.4 ~~In accordance with Code Article 13.6, a decision by the CRC and/or WADA's Executive Committee that a *Signatory* has not yet met all of the conditions for its *Reinstatement* may be appealed to CAS as provided in Article 9.6.~~ If at any point the *Signatory* considers that it has met all of the *Reinstatement* conditions and so should be *Reinstated*, but WADA disagrees, the *Signatory* may file a request for arbitration with CAS within twenty-one (21) days of receipt of that notification, and the dispute will be resolved by the CAS Ordinary Arbitration Division in accordance with Code Articles 24.1.7 and Articles 9 and 11 of this *International Standard for Code Compliance by Signatories*. To be a valid filing, a copy of the request for arbitration shall be notified on the same day to WADA by email to [Compliance@wada-ama.org](mailto:Compliance@wada-ama.org). In the CAS proceedings, it will be the *Signatory's* burden to prove on the balance of probabilities that it has met all of the *Reinstatement* conditions and therefore is entitled to be *Reinstated*. Swiss law will govern the proceedings. The seat of the arbitration, and the venue of any hearings, shall be Lausanne, Switzerland. Unless the parties agree otherwise, the proceedings will be conducted in English. In each case, the arbitrators shall be selected in the same manner as set out in Article 9.4.1; provided that if the case was previously considered by a CAS Panel further to Code Article 24.1.3, then if possible the same CAS Panel shall be constituted to hear and determine this new dispute.

11.3.5 Only WADA's Executive Committee has the authority to *Reinstate* a *Signatory* that has been declared non-compliant.

11.3.6 WADA shall publish notice of the *Signatory's Reinstatement*. Following the *Signatory's Reinstatement*, WADA shall monitor the *Signatory's Code Compliance* closely for such further period as it deems appropriate.

11.3.7 When it confirms such *Reinstatement*, WADA's Executive Committee may impose special conditions recommended by the CRC with which the *Signatory* shall comply post-*Reinstatement* in order to demonstrate the *Signatory's* continuing *Code Compliance*, which may include (without limitation) conducting a *Compliance Audit* within a specified period following *Reinstatement*. Any breach of such conditions shall be processed in the same manner as any other new *Non-Conformity*.

## 12.0 Transitional Provisions

### 12.1 Proceedings Pending as of 1 ~~April 2024~~ January 2027

12.1.1 Where a Corrective Action Report has been sent and/or a ~~non~~-compliance

procedure has been commenced prior to 1 ~~April 2024~~January 2027, but remains pending after 1 ~~April 2024~~January 2027, any procedural changes introduced by the revised version of this *International Standard* approved on ~~16 November 2023 and 11 March 2024~~5 December 2025 will apply to that pending Corrective Action Report and/or ~~non~~-compliance procedure, but any substantive changes introduced will not apply unless they are to the benefit of the *Signatory* in question.

12.1.2 For the avoidance of doubt, the Watchlist Procedure detailed in Article 8.4.5 is a procedural rule and so applies to cases that are pending as of the effective date of this *International Standard*.

## ANNEX A: CATEGORIES OF NON-COMPLIANCE

The various different requirements imposed on *Signatories* by the *Code* and the *International Standards* shall be classified either as *General*, or as *High Priority*, or as *Critical*, depending on their relative importance to the fight against doping in sport. Examples of requirements in each of the three categories are listed below. Requirements that are not listed below shall be classified into either the *General* or the *High Priority* category, reasoning by analogy from the examples listed below (i.e., requirements that are considered as important to the fight against doping in sport as the requirements that are listed below as *High Priority* requirements shall be categorized as *High Priority*, etc.). The classification shall be made in the first instance by WADA Management, but the *Signatory* shall have the right to dispute the classification, and the *CRC* and WADA's Executive Committee (based on the *CRC*'s recommendation) may take a different view. If the *Signatory* continues to dispute the classification, ultimately CAS will decide.

**A.1** ~~A.1.~~ The following is a non-exhaustive list of requirements that are considered to be *General* requirements in the fight against doping in sport:

- a) ~~a. Tailoring~~ The tailoring of *Education activities* ~~Activities~~ that are specific to the needs of *Minors*, learners with impairments or specific needs, in accordance with Article ~~5.5 of the International Standard for Education~~.
- ~~b. Tailoring Education activities for learners who are Minors that are specific to their stage of development and meet all applicable legal requirements, in accordance with Article 5.69.3 of the International Standard for Education, including the delivery to such learners being in line with appropriate safeguarding considerations and legal requirements.~~
- b) The retention of *Education* records in line with Article 12.1.1 of the *International Standard for Education* and the *International Standard for Data Protection*.
- c) ~~c.~~ The establishment of a process to ensure that *Athletes* and other *Persons* do not breach the prohibition against participation while *Ineligible* or *Provisionally Suspended*, as described in *Code* Article 10.14.
- d) ~~d.~~ In cases where it has been determined after a hearing or appeal that an *Athlete* or other *Person* has not committed an anti-doping rule violation, using reasonable efforts to obtain the consent of that *Athlete* or other *Person* to *Publicly Disclose* that decision, in accordance with *Code* Article ~~14.3.4~~ 14.3.3.
- e) ~~e.~~ Establishing a process designed to ensure that a *Person* is able to confirm in writing or verbally ~~his/her~~ their understanding of the terms on which ~~his/her~~ their *Personal Information* is processed, in accordance with Articles ~~67~~ and ~~78~~ of the *International Standard for the Data Protection of Privacy and Personal Information*.
- f) ~~f.~~ Designating ~~a Person~~ an individual or individuals within the *Anti-Doping Organization* ~~who is accountable for the purposes of ensuring the Anti-Doping Organization's~~ compliance with the *International Standard for the Data Protection of Privacy and Personal Information* and all ~~locally~~ applicable privacy and data protection laws, in accordance with Article ~~4.54.4~~ of that *International Standard*.

**A.2** ~~A.2.~~ The following is a non-exhaustive list of requirements that are considered to be *High Priority* requirements in the fight against doping in sport:



- a) ~~a. The annual evaluation of the Education Program based on all available information and data that is specifically related to the objectives in the Education Plan, provision of accurate and up-to-date information for Athletes and other Persons in accordance with the topics identified in Article 6.28.1.1 of the International Standard for Education, where possible by posting it on a conspicuous place on a relevant website.~~
- b) ~~b. The production publication of a summary of an annual evaluation report that informs the following year's Education Plan, in accordance with Articles 6.1 and 9.1(b) of the International Standard for Education as per the template provided by WADA in English or French on a relevant website.~~
- c) ~~c. The training, accrediting and authorizing of Educators responsible for delivering face-to-face education in-person Education, who are competent in Values-based Education areas listed in Article 7.2 and all topics in Code Article 18.2, in accordance with Article 5.88.1 of the International Standard for Education.~~
- d) ~~d. The establishment of a learning framework A curriculum that identifies includes the learning objectives for each target group in the Education Pool, in accordance with mandatory core topics as per Article 5.48.1.1 of the International Standard for Education (such as the example framework set out in chapter 5 of the Guidelines to the International Standard for Education), identifies learning outcomes and is adapted or aligned to the Athlete Pathway.~~
- e) ~~e. The development of intelligence and investigation capabilities, as well as the use of these capabilities to pursue potential anti-doping rule violations, as required by Code Article 5.7 and in accordance with Articles 11 and 12 Article 5 of the International Standard for Testing Intelligence and Investigations.~~
- f) The regular communication between Anti-Doping Organizations and Laboratories and the timely response by an Anti-Doping Organization to a Laboratory's requests within the established timelines contained in the International Standard for Laboratories, in accordance with Article 4.8.2 of the International Standard for Testing.
- g) ~~f. The identification of an Athlete in accordance with Article 5.3.7 of the International Standard for Testing and the implementation of a documented procedure to ensure that Athletes (and/or a third party, where the Athlete is a Minor) are notified that they are required to undergo Sample collection in accordance with Article 5.4 of the International Standard for Testing and Investigations.~~
- h) ~~g. The implementation of the requirements set out in Articles 7.4.5 to 7.4.7 of the International Standard for Testing and Investigations for the documentation of the collection of a Sample from an Athlete.~~
- i) ~~h. The implementation of training/accreditation/re-accreditation programs for Sample Collection Personnel in accordance with Article 5.3.2 and Annex G I of the International Standard for Testing and Investigations.~~
- j) ~~i. The implementation of a conflict of interest policy in relation to the activities of the Sample Collection Personnel, in accordance with Articles 5.3.2, G Annex I.4.2 and G I.4.3 of the International Standard for Testing and Investigations.~~
- k) ~~j. The collection and processing of Samples in accordance with the requirements of~~



Annexes A to ~~F~~H and ~~I~~K of the *International Standard for Testing and Investigations*.

- l) ~~k.~~ The implementation of a Chain of Custody process for *Samples* in accordance with the requirements of Articles 8 and 9 of the *International Standard for Testing and Investigations*.
- m) ~~l.~~ The review of all *Atypical Findings* in accordance with Article 5.2 of the *International Standard for Results Management*.
- n) ~~m.~~ The timely notification to WADA and to the International Federation(s) and *National Anti-Doping Organization(s)* of the subject(s) of the investigation into a potential anti-doping rule violation and the outcome of that investigation, in accordance with Article ~~12.3~~5.5 of the *International Standard for Testing Intelligence* and *Investigations* and the *International Standard for Results Management*.
- ~~n.~~ ~~The reporting of all TUE decisions into ADAMS as soon as possible and in any event within twenty-one (21) days of receipt of the decision, in accordance with Code Article 14.5.2 and Article 5.5 of the International Standard for Therapeutic Use Exemptions.~~
- o) ~~o.~~ The publication of the outcome and required details of all cases within twenty (20) days of the decision being rendered, in accordance with Code Article 14.3.
- p) ~~p.~~ The requirement that an International Federation ~~require~~requires as a condition of membership that the policies, rules and programs of its National Federations and other members are in compliance with the *Code* and *International Standards*, and take appropriate action to enforce such compliance, in accordance with Code Articles 12 and 20.3.2.
- q) ~~q.~~ The requirement to pay (i) the costs of a WADA investigation, in accordance with Article 11.2.1.4(a); and/or (ii) *Results Management* costs in accordance with Code Article 7.1.5.
- r) ~~r.~~ The requirement for *National Anti-Doping Organizations* to be ~~independent in their operational decisions and activities from sport and government~~compliant with the requirements of National Anti-Doping Organization Operational Independence, in accordance with Code Article 20.5.1.
- s) ~~s.~~ The requirement for a *Signatory*, in accordance with Code Article ~~24.1.12.8~~24.1.4.9(b), to ensure that it has due authority under its statutes, rules and regulations, and/or under the relevant hosting agreement(s), to withdraw from the grantee (whoever it may be) a previously-granted right to host or co-host an *International Event(s)* in the country of a non-compliant *National Anti-Doping Organization* or of a non-compliant *National Olympic Committee* acting as a *National Anti-Doping Organization*.

A.3 ~~A.3.~~ The following is an exhaustive list of requirements that are considered to be *Critical* requirements in the fight against doping in sport:

- a) ~~a.~~ The adoption of rules, regulations, and/or (where necessary) legislation that satisfy the *Signatory's* obligation under Code Article 23.2 to implement the *Code* within the *Signatory's* sphere of responsibility.
- b) ~~b.~~ The satisfaction of the *Signatory's* obligation under Code Article 23.3 to devote sufficient resources in order to implement an Anti-Doping Program that is compliant with the *Code*

and the *International Standards* in all areas.

[Comment to Article A.3 b): To ensure an objective assessment, the implementation of this Critical requirement shall not be measured in isolation but rather through the successful implementation by the Signatory of the other Code ~~compliance~~ Compliance requirements.]

- c) ~~c.~~ The ~~development and implementation of an effective Education Plan~~ Program documented in ~~accordance~~ line with ~~Code Article 18.2 and Article 416.1~~ of the *International Standard for Education* ~~that seeks to implement the principle that an Athlete should first experience the anti-doping effort via Education rather than Testing.~~
- d. ~~The provision of accurate and up to date information for Athletes and other Persons and an annual Education Plan~~ in accordance with ~~the topics identified in~~ Code Article ~~18.2~~ 18 and the *International Standard for Education*, ~~where possible by posting it on a conspicuous place on a website and provided to WADA upon request.~~
- d) An Evaluation Report conducted in line with Article 16.4 of the *International Standard for Education* and provided to WADA upon request.
- e) ~~e.~~ The development and implementation of an effective, intelligent and proportionate Test Distribution Plan in accordance with Code Article 5.4, based on the principles set out in Article 4 of the *International Standard for Testing and Investigations*, including in particular:
  - i. ~~the~~ The development and application of a documented Risk Assessment;
  - ii. ~~the~~ The implementation of an effective *Out-of-Competition Testing* program, including (if applicable) the establishment and administration of (a) proportionate ~~Registered Testing Pool and one or more complementary Testing pools~~ Whereabouts Pool(s);
  - iii. ~~the~~ The implementation of *Testing* that is conducted in compliance with the *Technical Document* for Sport Specific Analysis;
  - iv. No Advance Notice Testing and the prioritization of Target Testing;
  - v. ~~the~~ The use of an approved *Athlete Passport Management Unit* and the appropriate action taken on the Athlete Passport Management Unit's recommendations in accordance with Article 11 of *International Standard for Testing and* Annex C of the *International Standard for Results Management*; and
  - vi. ~~the~~ The implementation of an effective program for the *Testing* of *Athletes* prior to their participation in the Olympic Games, the Paralympic Games, and/or other ~~major~~ *International* *Events* (including compliance with ~~Article 4.8.12.5 (a)~~ Articles 4.7.3, 4.8.3, 4.10.3. and 4.10.16 of the *International Standard for Testing and Investigations*).
- f) ~~f.~~ The use of Sample Collection Equipment that meets the requirements of Article 6.3.4 of the *International Standard for Testing and Investigations*.
- g) ~~g.~~ The analysis of all *Samples* in accordance with Code Article 6.1.
- h) ~~h.~~ The timely transportation of *Samples* for analysis in accordance with Article 9.3.2 of the *International Standard for Testing and Investigations*.

- i) ~~i~~–The adherence to the procedural requirements applicable to the analysis of B Samples (including, without limitation, giving the Athlete due notice of and an opportunity to attend at the ~~laboratory~~Laboratory the opening and some other steps of the analysis of the B Sample) in accordance with Code Article 6.7, Article ~~5.3.4.5.4.8~~5.3.4.1.4 of the *International Standard for Laboratories*, and Articles 5.1 and 5.2 of the *International Standard for Results Management*.
- j) ~~j~~–The entry of all Doping Control Forms into ADAMS for all types of Samples collected within twenty-one (21) days of the date of Sample collection (except blood Samples for the Hematological Module of the Athlete Biological Passport, which shall be entered within five (5) days from Sample collection), in accordance with Code Article 14.5.1 and Article ~~4.9.1(b)~~9.4 of the *International Standard for Testing and Investigations*.  
  
*[Comment: Entry of DCFs into ADAMS is classified as Critical due to the importance that timely entry has on updating the Athlete Biological Passport in ADAMS, which may either result in an automatic request to conduct IRMS analysis on a urine Sample or, following the review of a steroidal or blood passport by an Athlete Passport Management Unit, require Target Testing of an Athlete or retrospective analysis for substances (i.e. Erythropoiesis Stimulating Agents) that were not originally analyzed in the Sample.]*  
*[Comment to Article A.3 j): Doping Control forms for all Samples collected in the twenty (20) days prior to the Athlete's first competition at the Olympic or Paralympic Games shall be entered into ADAMS within five days of the date of Sample collection in accordance with Article 4.8.3 d) of the International Standard for Testing.]*
- k) 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 4.8.1.1 of the International Standard for Testing.
- l) ~~k~~–The appointment of a Therapeutic Use Exemption Committee, and a documented process for Athletes to apply to that Therapeutic Use Exemption Committee for the grant or the recognition of a ~~TUE~~Therapeutic Use Exemption, in accordance with the requirements of the *International Standard for Therapeutic Use Exemptions*.
- m) ~~l~~–The proper and timely pursuit of all Whereabouts Failures and potential anti-doping rule violations in accordance with Code Articles 7 and 8, including proper notification in accordance with Code Article 7.2 and the *International Standard for Results Management*, and provisions for a fair hearing within a reasonable time by a fair, impartial, and operationally independent hearing panel whose members have signed declarations of impartiality in accordance with Code Article 8.1 and Article 8.4 of the International Standard for Results Management.
- n) ~~m~~–Without prejudice to the generality of Article A.3(k), (i) the requirement in Code Article 7.1.5 to conduct *Results Management* in a particular case in accordance with WADA's directions; and (ii) where the Signatory does not comply with that requirement, the requirement in Code Article 7.1.5 to reimburse the costs and attorney's fees that another *Anti-Doping Organization* designated by WADA incurs in conducting such *Results Management*.
- o) ~~n~~–The notification of all relevant *Results Management* activities to WADA and to other *Anti-Doping Organizations* in accordance with Code Articles 7.6 and 14 and the *International Standard for Results Management*.

- p) ~~e~~–The imposition of mandatory *Provisional Suspensions* in accordance with *Code* Article 7.4.1.
- q) ~~p~~–The requirement to report on *Code Compliance*, in accordance with *Code* ~~Articles 24.1.2 and 24.1.3~~Article 24.1.1, including (without limitation) the requirement to respond to a *Code Compliance Questionnaire* in accordance with Article 7.5, the requirement to respond to a *Mandatory Information Request* in accordance with Article 7.6, and the requirement to submit to a *Compliance Audit* in accordance with Article 7.7.
- r) ~~q~~–The recognition, implementation, and automatic binding effect of decisions determining anti-doping rule violations that are rendered by other *Signatories*, a national arbitral body (*Code* Article 13.2.2) or CAS, in accordance with *Code* Article 15.1.
- s) ~~r~~–The recognition and implementation of final decisions determining that other *Signatories* are non-compliant, imposing ~~consequences~~Signatory Consequences for such non-compliance, and/or setting conditions that other *Signatories* have to satisfy in order to be *Reinstated*, rendered in accordance with *Code* Article 24.1.9.
- t) ~~s~~–The requirement for a *Signatory*, in accordance with *Code* Article ~~24.1.12.8~~24.1.4.9(ab), to withdraw the hosting right referred to in ~~Annex~~Article A.2 (s) above and re-assign the *Event* to another country, unless the *Signatory* is able to demonstrate that it is practically impossible to do so.
- u) ~~t~~–The requirement for a non-compliant *Signatory* to satisfy any *Signatory Consequences* imposed in accordance with *Code* Article 24.1 that fail to be satisfied post *Reinstatement*, including (without limitation) paying any costs and expenses falling within Article 11.2.1.4 that have been made the subject of an instalment payment plan in accordance with Article 11.2.4.
- v) The reporting of all *Therapeutic Use Exemption* decisions into *ADAMS* as soon as possible and in any event within twenty-one (21) days of receipt of the decision, in accordance with *Code* Article 14.5.2 and Article 5.9 of the *International Standard for Therapeutic Use Exemptions*.
- w) ~~u~~–Any requirement that is not already set out in the *Code* or the *International Standards* that *WADA*’s Executive Committee exceptionally sees fit to impose as a *Critical* requirement.

## ANNEX B: SIGNATORY CONSEQUENCES

Annex B identifies the range of graded and proportionate *Signatory Consequences* that shall *prima facie* apply in cases involving non-compliance with *Critical* requirements (see Article B.3) or only *High Priority* requirements (see Article B.2) or only *General* requirements (see Article B.1). The intention is to promote predictability and consistency in the imposition of *Signatory Consequences* across all cases. However, there shall be flexibility to vary within or even to depart from this range in a particular case, where the application of the principles set out in Article 10 to the specific facts and circumstances of that case so warrant. In particular, the greater the degree of non-compliance (i.e., the more requirements with which the *Signatory* has failed to comply, and the more serious those requirements), the greater the *Signatory Consequences* should be. If a case includes not only non-compliance with one or more *Critical* requirements but also *Aggravating Factors*, that shall warrant a significant increase in the *Signatory Consequences* imposed. On the other hand, if it includes extenuating circumstances, that may warrant the imposition of lesser *Signatory Consequences*.

In each case, the starting point shall be as follows:

**B.1** ~~B.1.~~ In a case of non-compliance with one or more *General* requirements (but not with any *High Priority* or *Critical* requirements):

**B.1.1** ~~B.1.1.~~ In the first instance:

- a) ~~a. the~~ The *Signatory* will lose its WADA Privileges;
- b) ~~b. it~~ It will be assisted in its *Anti-Doping Activities* (through the provision of advice and information, the development of resources, guidelines and training materials, and/or, where necessary, the delivery of training programs) by *WADA*, or by an *Approved Third Party*, at the *Signatory's* expense, including up to two (2) visits a year, with all known costs paid in advance; and
- c) ~~c. some~~ Some or all of its *Anti-Doping Activities* (as specified by *WADA*) ~~may~~ will be subject to either *Special Monitoring* by *WADA* or *Supervision* by an *Approved Third Party*, at the *Signatory's* expense.

**B.1.2** ~~B.1.2.~~ If the *Signatory* has not fully satisfied the conditions for *Reinstatement* twelve (12) months after the *Signatory Consequences* set out at Article B.1.1 are imposed (or such other period as *WADA* – or, if disputed, *CAS* – may specify), then the following further *Signatory Consequences* will also apply:

- a) ~~a. some~~ Some or all of the *Signatory's Anti-Doping Activities* will be *Supervised* at the *Signatory's* expense by an *Approved Third Party*, including up to four (4) site visits a year, with all known costs to be paid in advance (where known); and
- b) ~~b. the~~ The *Signatory's Representatives* will be ineligible to sit as members of the boards or committees or other bodies of any other *Signatory* (or its members) ~~or~~ any association of *Signatories*, and any Regional Anti-Doping Organization until the non-compliant *Signatory* is *Reinstated*.

**B.1.3** ~~B.1.3.~~ If the *Signatory* has still not fully satisfied the conditions for *Reinstatement* twenty-four (24) months after the *Signatory Consequences* set out at Article B.1.1 are imposed (or such other period as *WADA* – or, if disputed, *CAS* – may specify), then the



following further *Signatory Consequences* will also apply:

- a) ~~a. all~~ All of the *Signatory's Anti-Doping Activities* will be *Supervised* by an *Approved Third Party*, at the *Signatory's* expense, including up to six (6) site visits a year, with all known costs to be paid in advance (where known);
- b) ~~b. the~~ The *Signatory's Representatives* will be ineligible to sit as members of the boards or committees or other bodies of any *Signatory* (or its members) ~~or, any~~ association of *Signatories*, and any Regional Anti-Doping Organization until the non-compliant *Signatory* is *Reinstated* or for one (1) year (whichever is longer); and
- c) ~~c. (if~~ If the *Signatory* is an organization outside of the Olympic Movement and Paralympic Movement, not recognized by the International Olympic Committee and not a member of or recognized by the International Paralympic Committee, and maintains its *Signatory* status under the applicable ~~WADA policy~~ Technical Document) the *Signatory's* status as a *Signatory* to the *Code* will be terminated, without any entitlement to reimbursement of any fees paid for such status.

B.2 ~~B.2.~~ In a case of non-compliance with one or more *High Priority* requirements (but not with any *Critical* requirements):

B.2.1 ~~B.2.1.~~ In the first instance:

- a) ~~a. the~~ The *Signatory* will lose its WADA Privileges;
- b) ~~b. some~~ Some or all of its *Anti-Doping Activities* (as specified by WADA) will be subject to *Supervision* or *Takeover* by an *Approved Third Party*, at the *Signatory's* expense, including up to six (6) site visits a year, with all costs paid in advance (where known);
- c) ~~c. the~~ The *Signatory* ~~may~~ will be required to pay a *Fine*;
- d) ~~d. the~~ The *Signatory's Representatives* will be ineligible to sit as members of the boards or committees or other bodies of any *Signatory* (or its members) ~~or, any~~ association of *Signatories*, and any Regional Anti-Doping Organization until the non-compliant *Signatory* is *Reinstated*;
- e) ~~e. (where~~ Where the *Signatory* is a *National Anti-Doping Organization* or a *National Olympic Committee* acting as a *National Anti-Doping Organization*) the *Signatory's* country ~~may~~ will not be awarded the right to host regional, continental or world championships, or other *International Events*, including the Olympic Games and/or the Paralympic Games, until the *Signatory* is *Reinstated*;
- f) ~~f. (if~~ If the *Signatory* is an *International Federation*) the *Signatory* will have any funding and other benefits of the recognition by the International Olympic Committee or the membership of the International Paralympic Committee or of recognition by or membership of any other *Signatory* suspended until the *Signatory* is *Reinstated*; and
- g) ~~g. (if~~ If the *Signatory* is a *Major Event Organization*) there will be *Special Monitoring* or *Supervision* or *Takeover* of its *Anti-Doping Program* by an *Approved Third Party*, at the *Signatory's* expense, at the next edition of the *Signatory's Event* prior to *Reinstatement*.



**B.2.2** ~~B.2.2.~~ If the *Signatory* has not fully satisfied the conditions for *Reinstatement* twelve (12) months after the *Signatory Consequences* set out at Article B.2.1 are imposed (or such other period as WADA – or, if disputed, CAS – may specify), then the following further *Signatory Consequences* will also apply:

- a) ~~a.~~ Some or all of the *Signatory's Representatives* will be ineligible to sit as members of the boards or committees or other bodies of any *Signatory* (or its members) ~~or, any~~ association of *Signatories*, and any Regional Anti-Doping Organization until the non-compliant *Signatory* is *Reinstated* or for two (2) years (whichever is longer);
- b) ~~b. the~~ The *Signatory* will be required to pay a further *Fine*;
- c) ~~c.~~ ~~(where~~ Where the *Signatory* is a *National Anti-Doping Organization* or a *National Olympic Committee* acting as a *National Anti-Doping Organization*) the *Representatives* of the non-compliant Signatory, and of the National Olympic Committee and National Paralympic Committee of the *Signatory's* country, will, until *Reinstatement*, be excluded from participation in or attendance at regional and/or continental championships and/or world championships and/or the Olympic Games and Paralympic Games;
- d) ~~d.~~ ~~(where~~ Where the *Signatory* is an International Federation):
  - i. ~~1. the~~ The *Signatory* will be ineligible to receive funding or enjoy any of the other benefits of recognition by the International Olympic Committee or of membership of the International Paralympic Committee or of recognition by or membership of any other *Signatory* until the *Signatory* is *Reinstated* (and then it shall still not be able to receive any funding or other benefits retrospectively for the period of non-compliance prior to *Reinstatement*); and
  - ii. ~~2. until~~ Until *Reinstatement*, some or all of the *Signatory's Representatives* will be excluded from participation in or attendance at the regional and/or continental multi-sport *Events* and/or the Olympic Games and Paralympic Games;
- e) ~~e.~~ ~~(where~~ Where the *Signatory* is a *Major Event Organization*):
  - i. ~~1. the~~ The *Signatory* will have any funding and/or other benefits of recognition by the International Olympic Committee or membership of the International Paralympic Committee or recognition by or membership of any other *Signatory* suspended until it is *Reinstated* (and then it shall still not be able to receive any funding or other benefits retrospectively for the period prior to *Reinstatement*); and
  - ii. ~~2. the~~ The *Signatory's* forthcoming *Event(s)* taking place prior to *Reinstatement* will not be treated as a qualifying event(s) for the Olympic Games or Paralympic Games; and
- f) ~~f.~~ ~~(where~~ Where the *Signatory* is an organization outside of the Olympic Movement and Paralympic Movement, not recognized by the International Olympic Committee and not a member of or recognized by the International Paralympic Committee, and

maintains its *Signatory* status under the applicable ~~WADA policy~~ Technical Document) the *Signatory's* status as a *Signatory* to the *Code* will be terminated, without any entitlement to reimbursement of any fees paid for such status.

**B.2.3** ~~B.2.3.~~ If the *Signatory* has not fully satisfied the conditions for *Reinstatement* twenty-four (24) months after the *Signatory Consequences* set out at Article B.2.1 are imposed (or such other period as *WADA* – or, if disputed, *CAS* – may specify), then the following further *Signatory Consequences* will also apply:

- a) ~~a. (where~~ Where the *Signatory* is a *National Anti-Doping Organization* or a *National Olympic Committee* acting as a *National Anti-Doping Organization*) the *Athletes* and *Athlete Support Personnel* representing that country or representing the *National Olympic Committee*, *National Paralympic Committee*, or *National Federation* of that country will, until *Reinstatement*, be excluded (subject always to Article 10.2.6) from participation in or attendance at the Olympic Games and Paralympic Games and/or world championships and/or regional and/or continental championships; and
- b) ~~b. (where~~ Where the *Signatory* is an *International Federation*) the ~~*Athletes* and *Athlete Support Personnel* participating in the~~ *Signatory's* sport (or ~~in~~ one or more disciplines of that sport) will, until *Reinstatement*, be excluded from ~~participation in or attendance at~~ the Olympic Games and Paralympic Games and/or any other multi-sport *Event*.

**B.3** ~~B.3.~~ In a case of non-compliance with one or more *Critical* requirements:

**B.3.1** ~~B.3.1.~~ In the first instance:

- a) ~~a. the~~ The *Signatory* will lose its WADA Privileges;
- b) ~~b. the~~ The *Signatory* will be required to pay a *Fine*;
- c) ~~c. some~~ Some or all of its *Anti-Doping Activities* (as specified by *WADA*) will be subject to *Supervision* or *Takeover* by an *Approved Third Party*, at the *Signatory's* expense, including up to six (6) site visits a year, with all costs to be paid in advance (where known);
- d) ~~d. the~~ The *Signatory's Representatives* will be ineligible to sit as members of the boards or committees or other bodies of any *Signatory* (or its members) ~~or, any~~ association of *Signatories*, and any Regional Anti-Doping Organization until the *Signatory* is *Reinstated* or for one (1) year (whichever is longer);
- e) ~~e. (where~~ Where the non-compliant *Signatory* is a *National Anti-Doping Organization* or a *National Olympic Committee* acting as a *National Anti-Doping Organization*):
  - i. ~~1. for~~ For a specified period, no other *Signatory* will (i) organize or sanction or recognize or otherwise associate itself or allow itself to be associated with any regional, continental or world championships, or other *International Events*, in the non-compliant *Signatory's* country, or (ii) permit any of its members to do so; and/or
  - ii. ~~2. for~~ For the same or a different period, no other *Signatory* will award anyone

(or permit any of its members to award anyone) the right to host in the non-compliant *Signatory's* country any future edition(s) of regional, continental, or world championships, or other *International Events*;

iii. ~~3. Major Event Organizations will not permit the country's flag to be displayed at or in association with, and~~ International Federations will exclude the Representatives of the non-compliant Signatory, and of the National Olympic Committee and National Paralympic Committee of the *Signatory's* country, from participation in or attendance at, ~~and (subject to Article 10.2.6) will exclude the Athletes and Athlete Support Personnel representing that country (or representing the National Olympic Committee, National Paralympic Committee, or National Federation of that country) from participation in or attendance at,~~ regional, continental or world championships, or other *International Events*, organized by those *Major Event Organizations* and/or International Federations (excluding, ~~for the avoidance of doubt~~ the Olympic Games and Paralympic Games), in each case until *Reinstatement*; and

~~4. the~~

iv. The International Olympic Committee (in respect of the Olympic Games) and the International Paralympic Committee (in respect of the Paralympic Games) ~~will not permit the country's flag to be displayed or to appear at or in association with, and~~ will exclude the Representatives of the ~~National Olympic Committee and National Paralympic Committee~~ non-compliant Signatory, and of the National Olympic Committee and National Paralympic Committee of the non-compliant *Signatory's* country, from participation in or attendance at, the Olympic Games and Paralympic Games, until *Reinstatement*;

f) ~~f. (where~~ Where the *Signatory* is an International Federation):

i. ~~1. Some or all of~~ the *Signatory's* Representatives will be excluded from participation in or attendance at, and the ~~Athletes and Athlete Support Personnel participating in the~~ *Signatory's* sport (or ~~in~~ one or more disciplines of that sport) ~~may~~ will be excluded from ~~participation in or attendance at,~~ regional, continental or international multi- sport *Events* organized by *Major Event Organizations* (excluding, for the avoidance of doubt, the Olympic Games and Paralympic Games) in each case until *Reinstatement*; and

ii. ~~2. Some or all of~~ the *Signatory's* Representatives will be excluded from participation in or attendance at the Olympic Games and Paralympic Games and/or any other multi-sports *Event* until *Reinstatement*;

[Comment to Article B.3.1 f) i. and ii.: Provided that this consequence shall not apply to Representatives whose attendance/participation at a relevant Event is strictly necessary from a sporting and technical perspective in order to deliver the competition(s) at that Event (i.e. the competition(s) could not be delivered without the Representatives' attendance/participation). For the avoidance of doubt, in order to fall within the scope of this proviso for a given Event, each such Representative shall have one or more declared legitimate and specific functions linked to the technical/sporting delivery of the competition(s) at the Event and the attendance/participation of that Representative at that Event shall be limited to the exercise of the relevant function(s).]

g) ~~g. (where~~ Where the *Signatory* is a *Major Event Organization*):

- i. ~~1.~~ there will be Special Monitoring or Supervision or *Takeover* of some or all of the *Signatory's Anti-Doping Program* at the *Signatory's* expense at its *Events* until *Reinstatement*; and
  - ii. ~~2.~~ the *Signatory* will be ineligible to receive some or all funding or enjoy any of the other benefits of recognition by the International Olympic Committee or the membership of the International Paralympic Committee or recognition by or membership of any other *Signatory* until it is *Reinstated* (and then it shall still not be permitted to receive any funding or other benefits retrospectively for the period prior to *Reinstatement*); and
- h) ~~h.~~ ~~(where~~ Where the *Signatory* is an organization outside of the Olympic Movement and Paralympic Movement, not recognized by the International Olympic Committee and not a member of or recognized by the International Paralympic Committee, and maintains its *Signatory* status under the applicable ~~WADA-policy~~ Technical Document) the *Signatory's* status as a *Signatory* to the *Code* will be terminated, without any entitlement to reimbursement of any fees paid for such status.

B.3.2 ~~B.3.2.~~ If the *Signatory* has not satisfied the conditions for *Reinstatement* twelve (12) months after the *Signatory Consequences* set out in Article B.3.1 are imposed (or such other period as WADA – or, if disputed, CAS – may specify), then the following further *Signatory Consequences* will also apply:

- a) ~~a. the~~ The *Signatory's Representatives* will be ineligible to sit as members of the boards or committees or other bodies of any *Signatory* (or its members) ~~or, any~~ association of *Signatories*, and any Regional Anti-Doping Organization until the non-compliant *Signatory* is *Reinstated* or for four (4) years (whichever is longer);
- b) ~~b.~~ ~~(where~~ Where the *Signatory* is a *National Anti-Doping Organization* or a *National Olympic Committee* acting as a *National Anti-Doping Organization*):
  - i. ~~1.~~ the *Signatory's* country ~~may~~ will not host regional, continental, or world championships, or other *International Events* and/or the Olympic Games and/or the Paralympic Games for a specified period; ~~and~~
  - ii. ~~2.~~ ~~(subject~~ always to Article 10.2.6), the *Athletes* and *Athlete Support Personnel* representing that country (or representing the *National Olympic Committee*, *National Paralympic Committee*, or *National Federation* of that country) will, ~~until the Signatory's Reinstatement~~, be excluded from participation in or attendance at ~~(if it is not already the case pursuant to Article B.3.1)~~ regional, continental or world championships, or other *International Events*, ~~including~~ (excluding the Olympic Games and Paralympic Games) until Reinstatement;
  - iii. subject always to Article 10.2.6, the Athletes and Athlete Support Personnel representing that country (or representing the National Olympic Committee, National Paralympic Committee, or National Federation of that country) will be excluded from participation in or attendance at the Olympic Games and Paralympic Games until Reinstatement;
  - iv. Major Event Organizations and International Federations will not permit the flag of the Signatory's country to be displayed or to appear (whether physically

or virtually), and will not permit the national anthem of the *Signatory's* country to be played, at or in association with regional, continental or world championships or other *International Events* organized by those *Major Event Organizations* and/or International Federations (excluding the Olympic Games and Paralympic Games), in each case until *Reinstatement*; and

- v. the International Olympic Committee (in respect of the Olympic Games) and the International Paralympic Committee (in respect of the Paralympic Games) will not permit the country's flag to be displayed or to appear (whether physically or virtually or in any other way), and will not permit the country's national anthem to be played, at or in association with the Olympic Games and Paralympic Games until *Reinstatement*.

*[Comment to Article B.3.2 iv. and B.3.2 v. in relation to the flag: This consequence targets displays of flags by (or that can be prevented by) an Event organizer during protocol elements of an Event such as medal, opening or closing ceremonies, as well as official, permanent displays of the flag at the venue. Without limitation, it shall not prevent displays of flags by spectators and shall not prevent the display of a flag in association with an Athlete outside of a protocol context (e.g. on a scoreboard or race list, or on the athlete's jersey/uniform). Indeed, this specific consequence is separate from the neutral participation of Athletes and Athlete Support Personnel that may be required per the terms of the International Standard for Code Compliance by Signatories.]*

- c) ~~e. (where~~Where the *Signatory* is an International Federation):

- i. ~~1. the Athletes and Athlete Support Personnel participating in the~~The *Signatory's* sport (or ~~in~~ one or more disciplines of that sport) will be excluded from participation in or attendance at the Olympic Games and Paralympic Games until *Reinstatement*; and
- ii. ~~2. the~~The *Signatory* will be ineligible to receive funding or enjoy any of the other benefits of recognition by the International Olympic Committee or of membership of the International Paralympic Committee or of recognition by or membership of any other *Signatory* until it is *Reinstated* (and then it shall still not be able to receive any funding retrospectively for the period prior to *Reinstatement*);

- d) ~~d. (where~~Where the *Signatory* is a *Major Event Organization*):

- i. ~~1. the~~The *Signatory* will be ineligible to receive funding or enjoy any of the other benefits of recognition by the International Olympic Committee or the membership of the International Paralympic Committee or recognition by or membership of any other *Signatory* until it is *Reinstated* (and then it shall still not be able to receive any funding or other benefits retrospectively for the period prior to *Reinstatement*); and
- ii. ~~2. the~~The status of the *Signatory's Event(s)* as a qualifying event for the Olympic Games or Paralympic Games will be lost;

- e) ~~e. the~~The *Signatory* will be required to pay a further *Fine*; and

- f) ~~f. a~~A recommendation ~~may~~will be made to the relevant public authorities to withhold some or all public and/or other funding and/or other benefits from the *Signatory* for a specified period (with or without the right to receive such funding and/or other



benefits for that period retrospectively following *Reinstatement*).

**B.3.3** ~~B.3.3.~~ If the *Signatory* has not satisfied the conditions for *Reinstatement* twenty-four (24) months after the *Signatory Consequences* set out in Article B.3.1 are imposed (or such other period as WADA – or, if disputed, CAS – may specify), then the following further *Signatory Consequence* will also apply: suspension of recognition by the Olympic Movement and/or as a member of the Paralympic Movement and/or of recognition by/membership of any other *Signatory*, as applicable.

**B.4** ~~B.4.~~ Where *Signatory Consequences* set out in this Annex B apply to the *Representatives* of a *National Anti-Doping Organization* (or of a *National Olympic Committee* acting as a *National Anti-Doping Organization*), then (as per the *Code* definition of *Representatives*) they apply not only to the officials, directors, officers, elected members, employees, and committee members of that *National Anti-Doping Organization/National Olympic Committee* but also to the state representatives of the country of that *National Anti-Doping Organization/National Olympic Committee*. For purposes of application of the *Consequences* set out in this Annex B, such state representatives shall include (without limitation) any person falling within one or more of the following categories (i) at the time the *Consequences* are imposed; and/or (ii) at any time during the period when the non-compliance took place for which the *Consequences* have been imposed (provided that the *Consequences* may be limited to apply only to certain such persons, where broader application would be disproportionate):

- a) ~~a. members~~ Members of the executive branch, legislative branch, and/or judicial branch of the country's national government (e.g. federal, unitary, monarchy), whatever their title:
  - i. ~~1. heads~~ Heads of state;
  - ii. ~~2. the~~ The President, any members of the office of the President, and any other person working for or on behalf of the President or the office of the President;
  - iii. ~~3.~~ Vice-President(s);
  - iv. ~~4.~~ Prime Ministers and Deputy Prime Ministers;
  - v. ~~5. members~~ Members of the cabinet, secretaries of state, and ministers and deputy ministers;
  - vi. ~~6. senior~~ Senior members of the civil service, including (without limitation) heads and deputy heads of government agencies or other constituent bodies or organs of the relevant national government; assistants/advisors to such persons; specialists providing specialist support to such persons; and all civil servants with diplomatic status.
  - vii. ~~7. heads~~ Heads and deputy heads of any state-run sports bodies, ~~centres~~ centers, or ~~programmes—organised~~ programs organized under the authority of the national government;
  - viii. ~~8. members~~ Members of any monarchy;
  - ix. ~~9. members~~ Members of any body with official legislative or regulatory authority (however styled, e.g., Parliament/Congress/National Assembly or similar) or of any division (e.g. different houses) of that body; and



x. ~~10. judges~~ Judges of any state courts (whether federal, regional, or local);

b) ~~b.~~ members of government security agencies;

c) ~~c.~~ members of any state investigative authorities;

d) ~~d.~~ officers of the rank of captain or above of the military/armed forces; and

e) ~~e.~~ officers of the rank of captain or above in any police force(s);

provided always that (1) any *Athlete* or *Athlete Support Personnel* who would fall within any of these categories is excluded from the definition with respect to a given sports event or competition, if they are seeking to attend or participate in that event or competition solely in their capacity as *Athlete* or *Athlete Support Personnel* and not in any way in their capacity as a representative of the state; and (2) persons who are ~~appointed as IOC and/or IPC members in their personal capacities are excluded from the definition; and (3) persons who are~~ invited to specified events by Heads of State or Prime Ministers of host countries are excluded from the definition.

## APPENDIX 1: DEFINITIONS

### I. Defined terms from the Code that are used in the *International Standard for Code Compliance by Signatories*

**ADAMS:** The Anti-Doping Administration and Management System is a Web-based database management tool for data entry, storage, sharing, and reporting designed to assist stakeholders and WADA in their anti-doping operations in conjunction with data protection legislation.

**Adverse Analytical Finding:** A report from a WADA-accredited laboratory or other WADA-approved laboratory that, consistent with the *International Standard for Laboratories*, establishes in a *Sample* the presence of a *Prohibited Substance* or its *Metabolites* or *Markers* or evidence of the *Use of a Prohibited Method*.

**Adverse Passport Finding:** A report identified as an *Adverse Passport Finding* as described in the applicable *International Standards*.

**Aggravating Factors:** This term encompasses a deliberate attempt to circumvent or undermine the *Code* or the *International Standards* and/or to corrupt the anti-doping system, an attempt to cover up non-compliance, or any other form of bad faith on the part of the *Signatory* in question; a persistent refusal or failure by the *Signatory* to make any reasonable effort to correct *Non-Conformities* that are notified to it by WADA; repeat offending; and any other factor that aggravates the *Signatory's* non-compliance.

**Anti-Doping Activities:** Anti-doping *Education* and information, test distribution planning, maintenance of a *Registered Testing Pool*, managing *Athlete Biological Passports*, conducting *Testing*, organizing analysis of *Samples*, gathering of intelligence and conduct of investigations, processing of *Therapeutic Use Exemption* applications, *Results Management*, monitoring and enforcing compliance with any *Consequences* imposed, and all other activities related to anti-doping to be carried out by or on behalf of an *Anti-Doping Organization*, as set out in the *Code* and/or the *International Standards*.

**Anti-Doping Organization:** WADA or a *Signatory* that is responsible for adopting rules for initiating, implementing or enforcing any part of the *Doping Control* process. This includes, for example, the International Olympic Committee, the International Paralympic Committee, other *Major Event Organizations* that conduct *Testing* at their *Events*, International Federations, and *National Anti-Doping Organizations*.

**Approved Third Party:** One or more *Anti-Doping Organizations* and/or *Delegated Third Parties* selected or approved by WADA, following consultation with the non-compliant *Signatory*, to *Supervise* or *Takeover* some or all of that *Signatory's Anti-Doping Activities*. As a last resort, if there is no other suitable body available, then WADA may carry out this function itself.

**Athlete:** Any *Person* who competes in sport at the international level (as defined by each International Federation) or the national level (as defined by each *National Anti-Doping Organization*). An *Anti-Doping Organization* has discretion to apply anti-doping rules to an *Athlete* who is neither an *International-Level Athlete* nor a *National-Level Athlete*, and thus to bring them within the definition of "Athlete." In relation to *Athletes* who are neither *International-Level* nor *National-Level Athletes*, an *Anti-Doping Organization* may elect to: conduct limited *Testing* or no *Testing* at all; analyze *Samples* for less than the full menu of *Prohibited Substances*; require limited or no whereabouts information; or not require advance *Therapeutic Use Exemptions*. However, if an Article 2.1, 2.3 or 2.5 anti-doping

rule violation is committed by any *Athlete* over whom an *Anti-Doping Organization* has elected to exercise its authority to test and who competes below the international or national level, then the *Consequences* set forth in the *Code* shall be applied. For purposes of Article 2.8 and Article 2.9 and for purposes of anti-doping information and *Education*, any *Person* who participates in sport under the authority of any *Signatory*, government, or other sports organization accepting the *Code* is an *Athlete*.

[Comment to Athlete: For the avoidance of doubt, an *Anti-Doping Organization* may not adopt different rules for such *Athletes* (including with respect to *Therapeutic Use Exemptions*) except with respect to the matters explicitly referenced above or as expressly allowed by an *International Standard*.

*Individuals who participate in sport may fall in one of five categories: 1) International-Level Athlete, 2) National-Level Athlete, 3) individuals who are not International- or National-Level Athletes but over whom the International Federation or National Anti-Doping Organization has chosen to exercise authority, 4) Recreational Athlete, and 5) individuals over whom no International Federation or National Anti-Doping Organization has, or has chosen to, exercise authority. All International- or National-Level Athletes are subject to the anti-doping rules of the Code, with the precise definitions of international and national level sport to be set forth in the anti-doping rules of the International Federations and National Anti-Doping Organizations.]*

**Athlete Biological Passport:** The program and methods of gathering and collating data as described in the *International Standard for Testing* and *International Standard for Laboratories*.

**Athlete Support Personnel/Athlete Support Person:** Any coach, trainer, manager, agent, team staff, official, medical, paramedical personnel, parent or any other *Person* working with, treating or assisting an *Athlete* participating in or preparing for sports *competition*.

**Atypical Finding:** A report from a WADA-accredited laboratory or other WADA-approved laboratory which requires further investigation as provided by the applicable *International Standards* (including related *Technical Documents* or *Technical Letters*), or as directed by WADA, prior to the final determination about the finding (i.e., the establishing, or not, of an anti-doping rule violation).

**CAS:** The Court of Arbitration for Sport.

**Code:** The World Anti-Doping Code.

**Consequences of Anti-Doping Rule Violations (“Consequences”):** An *Athlete’s* or other *Person’s* violation of an anti-doping rule may result in one or more of the following: (a) *Disqualification* means the *Athlete’s* results in a particular *Competition* or *Event* are invalidated, with all resulting *Consequences* including forfeiture of any medals, points and prizes; (b) *Ineligibility* means the *Athlete* or other *Person* is barred on account of an anti-doping rule violation for a specified period of time from participating in any *Competition* or other activity or funding as provided in Article 10.14; (c) *Provisional Suspension* means the *Athlete* or other *Person* is barred temporarily from participating in any *Competition* or activity prior to the final decision at a hearing conducted under Article 8; (d) *Financial Consequences* means a financial sanction imposed for an anti-doping rule violation or to recover costs associated with an anti-doping rule violation; and (e) *Public Disclosure* means the dissemination or distribution of information to the general public or *Persons* beyond those *Persons* entitled to earlier notification in accordance with Article 14. Teams in *Team Sports* may also be subject to *Consequences* as provided in Article 11.

**Critical:** A requirement that is considered to be *Critical* to the fight against doping in sport. See further Annex A of the *International Standard for Code Compliance by Signatories*.

**Delegated Third Party:** Any *Person* to which an *Anti-Doping Organization* delegates any aspect of *Doping Control* or anti-doping *Education* programs including, but not limited to, third parties or other *Anti-Doping Organizations* that conduct *Sample* collection or other *Doping Control* services or

anti-doping *Educational* programs for the *Anti-Doping Organization*, or individuals serving as independent contractors who perform *Doping Control* services for the *Anti-Doping Organization* (e.g., non-employee *Doping Control* officers or chaperones). This definition does not include CAS.

***Doping Control:*** All steps and processes from test distribution planning through to ultimate disposition of any appeal and the enforcement of *Consequences*, including all steps and processes in between, including but not limited to, *Testing*, investigations, whereabouts, *Therapeutic Use Exemptions*, *Sample* collection and handling, laboratory analysis, *Results Management*, and investigations or proceedings relating to violations of Article 10.14 (Status During *Ineligibility* or *Provisional Suspension*).

***Education:*** The process of learning to instill values and develop behaviors that foster and protect the spirit of sport, and to prevent intentional and unintentional doping.

***Event:*** A series of individual *Competitions* conducted together under one ruling body (e.g., the Olympic Games, world championships of an International Federation, or Pan American Games).<sup>2</sup>

***Fine:*** Payment by the *Signatory* of an amount that reflects the seriousness of the non-compliance/*Aggravating Factors*, its duration, and the need to deter similar conduct in the future. In a case that does not involve non-compliance with any *Critical* requirements, the *Fine* shall not exceed the lower of (a) 10% of the *Signatory's* total annual budgeted expenditure; and (b) US\$100,000. The *Fine* will be applied by WADA to finance further *Code* compliance monitoring activities and/or anti-doping *Education* and/or anti-doping research.

***General:*** A requirement that is considered to be important to the fight against doping in sport but does not fall into the categories of *Critical* or *High Priority*. See further Annex A of the *International Standard* for *Code* Compliance by *Signatories*.

***High Priority:*** A requirement that is considered to be *High Priority* but not *Critical* in the fight against doping in sport. See further Annex A of the *International Standard* for *Code* Compliance by *Signatories*.

***Independent Observer Program:*** A team of observers and/or auditors, under the supervision of WADA, who observe and provide guidance on the *Doping Control* process prior to or during certain *Events* and report on their observations as part of WADA's compliance monitoring program.

***International Event:*** An *Event* or *Competition* where the International Olympic Committee, the International Paralympic Committee, an International Federation, a *Major Event Organization*, or another international sport organization is the ruling body for the *Event* or appoints the technical officials for the *Event*.

***International Standard:*** A standard adopted by WADA in support of the *Code*. Compliance with an *International Standard* (as opposed to another alternative standard, practice or procedure) shall be sufficient to conclude that the procedures addressed by the *International Standard* were performed properly. *International Standards* shall include any *Technical Documents* and *Technical Letters* issued pursuant to the *International Standard*.

***Major Event Organizations:*** The continental associations of *National Olympic Committees* and other

<sup>2</sup> Where the term '*Event*' is used in Annex B of this *International Standard* for *Code* Compliance by *Signatories*, it has the meaning set out above, but in addition the event shall be under the authority of a *Signatory* in order to qualify as an '*Event*' for purposes of Annex B.

international multi-sport organizations that function as the ruling body for any continental, regional or other *International Event*.

**Minor:** A natural *Person* who has not reached the age of eighteen (18) years.

[Comment to Minor: For context, see Comment to Protected Person. Any circumstance where a Minor is to be treated differently than other Persons or Athletes has been specifically identified in the Code. It should not be assumed that different treatment was intended where it is not specifically expressed.]

**National Anti-Doping Organization:** The entity(ies) designated by each country as possessing the primary authority and responsibility to adopt and implement anti-doping rules, direct the collection of *Samples*, manage test results and conduct *Results Management* at the national level. If this designation has not been made by the competent public authority(ies), the entity shall be the country's *National Olympic Committee* or its designee.

**National Anti-Doping Organization Operational Independence:** This means that (1) a *National Anti-Doping Organization* shall establish sufficient legal, organizational, procedural, and/or contractual safeguards in order to prevent any undue influence, interference, or involvement in its management or operational activities to ensure the independent implementation of its anti-doping program; and (2) a *National Anti-Doping Organization* shall ensure that no *Person* is involved in its management or operational activities if such *Person* has a real or potential conflict of interest regarding the implementation of its operational activities; without limitation this would occur in circumstances where a *Person* is concurrently involved in the management or operational activities of the *National Anti-Doping Organization* and the management or operational activities of a national sports governing body or other national sports organization or government department with responsibility for sport or anti-doping.

[Comment to National Anti-Doping Organization Operational Independence: A *National Anti-Doping Organization's* operational activities include the implementation of day-to-day administration and decision-making regarding staff and budget allocation, and the *Doping Control* process.]

The requirement of National Anti-Doping Organization Operational Independence would not prohibit, for example, the collaboration between Signatory staff members at International Events; National Anti-Doping Organization representatives providing expert advice to other Anti-Doping Organizations; the involvement of state employed doctors or nurses as sample collection personnel; the participation of National Anti-Doping Organization staff in local sports associations or clubs; or the involvement of National Federation staff in anti-doping Education activities.

Where the *National Olympic Committee* is acting as a *National Anti-Doping Organization* pursuant to Article 20.4.6, it shall comply with the requirements of National Anti-Doping Organization Operational Independence. If, however, the *National Olympic Committee* acting as the *National Anti-Doping Organization* cannot ensure that it fully respects the requirements of National Anti-Doping Organization Operational Independence, it should delegate its *Doping Control* activities to a *Delegated Third Party* for independent implementation.]

**National Olympic Committee:** The organization recognized by the *International Olympic Committee*. The term *National Olympic Committee* shall also include the *National Sport Confederation* in those countries where the *National Sport Confederation* assumes typical *National Olympic Committee* responsibilities in the anti-doping area.

**National Paralympic Committee:** The organization recognized by the *International Paralympic Committee*. The term *National Paralympic Committee* shall also include the *National Sport Confederation* in those countries where the *National Sport Confederation* assumes typical *National Paralympic Committee* responsibilities in the anti-doping area.

**Non-Conformity:** Where a *Signatory* is not complying with the *Code* and/or one or more *International Standards* and/or any requirements imposed by the *WADA Executive Committee*, but the opportunities



provided in the *International Standard for Code Compliance by Signatories* to correct the *Non-Conformity/Non-Conformities* have not yet expired and so WADA has not yet formally alleged that the *Signatory* is non-compliant.

**Person:** A natural *Person* or an organization or other entity.

**Protected Person:** An *Athlete* or other natural *Person* who at the time of the anti-doping rule violation: (i) has not reached the age of sixteen (16) years; (ii) has not reached the age of eighteen (18) years and is not included in any *Registered Testing Pool* and has never competed in any *International Event* in an open category; or (iii) for reasons other than age has been determined to lack legal capacity under applicable national legislation.

[Comment to Protected Person: Not every Minor is a Protected Person. The Code differentiates between different groups of Minors based on two criteria: (i) age and (ii) level of sporting performance. Below the age of 16, Minors always qualify as Protected Persons. It is assumed that they are unable, in principle, to control their behavior in the same way as adults and therefore need to be given special treatment. Where Minors are over 16 (but below 18) years of age, they are assumed to have a higher level of understanding and, depending on their sporting level, better access to anti-doping Education. This justifies treating the age group between 16-18 differently from the age group below 16. The term "open category" is meant to exclude competition that is limited to junior or age group categories.]

Athletes with a documented lack of legal capacity due to an intellectual impairment always qualify as Protected Persons independently of their age.

The purpose of the category of Protected Person is to take into account that an Athlete or other Person may not possess the mental capacity to sufficiently understand and appreciate the prohibitions against conduct contained in the Code. The special treatment of Protected Person flows from the fact that the central criteria to determine the period of Ineligibility is "Fault".

Those circumstances where a Protected Person, Minor or Recreational Athlete is to be treated differently than other Persons or Athletes have been specifically identified in the Code. It should not be assumed, with respect to Article 7.4 or any other Article in the Code, that different treatment was intended where it is not specifically expressed.]

**Public Disclosure / Publicly Disclose:** See *Consequences of Anti-Doping Rule Violations* above.

**Regional Anti-Doping Organization:** A regional entity designated by member countries to coordinate and manage delegated areas of their national anti-doping programs, which may include the adoption and implementation of anti-doping rules, the planning and collection of *Samples*, the management of results, the review of *Therapeutic Use Exemptions*, the conduct of hearings, and the conduct of *Educational* programs at a regional level.

**Registered Testing Pool:** The pool of highest-priority *Athletes* established separately at the international level by International Federations and at the national level by *National Anti-Doping Organizations*, who are subject to at least a minimum level of *Out-of-Competition Testing* as part of that International Federation's or *National Anti-Doping Organization's* test distribution plan and therefore are required to provide whereabouts information as provided in Article 5.5 and the *International Standard for Testing*.

**Reinstatement:** When a *Signatory* that was previously declared non-compliant with the *Code* and/or the *International Standards* is determined to have corrected that non-compliance and to have met all of the other conditions imposed in accordance with Article 11 of the *International Standard for Code Compliance by Signatories* for *Reinstatement* of its name to the list of *Code-compliant Signatories* (and *Reinstated* shall be interpreted accordingly).

**Representatives:** Officials, directors, officers, elected members, employees, and committee members of the *Signatory* or other body in question, and also (where the *Signatory* in question is a *National Anti-Doping Organization* or a *National Olympic Committee* acting as a *National Anti-Doping*



Organization) the state *representatives* of the country of that *National Anti-Doping Organization* or *National Olympic Committee* referenced in Annex B of the *International Standard for Code Compliance by Signatories*, provided that persons who are appointed as *International Olympic Committee* members in their personal capacities are excluded from this definition.

**Results Management:** The process encompassing the timeframe between notification as per Article 5 of the *International Standard for Results Management*, or in certain cases (e.g., *Atypical Finding*, *Athlete Biological Passport*, *whereabouts failure*), such pre-notification steps expressly provided for in Article 5 of the *International Standard for Results Management*, through the charge until the final resolution of the matter, including the end of the hearing process at first instance or on appeal (if an appeal was lodged).

**Sample or Specimen:** Any biological material collected for the purposes of *Doping Control*.

*[Comment to Sample or Specimen: It has sometimes been claimed that the collection of blood or urine Samples violates the tenets of certain religious or cultural groups. It has been determined that there is no basis for any such claim.]*

**Signatories:** Those entities accepting the *Code* and agreeing to implement the *Code*, as provided in Article 23.<sup>3</sup>

**Signatory Consequences:** One or more of the consequences set out in *Code* Article 24.1.4 that may be imposed on a *Signatory* as a result of its failure to maintain *Code* Compliance, such consequences to be based on the particular facts and circumstances of the case at hand, and applying the principles set out in Article 10.

**Special Monitoring:** Where, as part of the consequences imposed on a non-compliant *Signatory*, WADA applies a system of specific and ongoing monitoring to some or all of the *Signatory's Anti-Doping Activities*, to ensure that the *Signatory* is carrying out those activities in a compliant manner.

**Supervision:** Where, as part of the consequences imposed on a non-compliant *Signatory*, an *Approved Third Party* oversees and supervises the *Signatory's Anti-Doping Activities*, as directed by WADA, at the *Signatory's* expense (and *Supervise* shall be interpreted accordingly). Where a *Signatory* has been declared non-compliant and has not yet finalized a *Supervision* agreement with the *Approved Third Party*, that *Signatory* shall not implement independently any *Anti-Doping Activity* in the area(s) that the *Approved Third Party* is to oversee and supervise without the express prior written agreement of WADA.

**Takeover:** Where, as part of the consequences imposed on a non-compliant *Signatory*, an *Approved Third Party* takes over all or some of the *Signatory's Anti-Doping Activities*, as directed by WADA, at

<sup>3</sup> For purposes of this *International Standard for Code Compliance by Signatories*, if a *Signatory* is replaced by a successor entity, then (unless WADA decides otherwise) the successor entity will be deemed, by virtue of its acceptance of the role of successor to or replacement for that *Signatory* under and in accordance with the *Code*: (1) to have acquired the rights of the predecessor *Signatory* to dispute any compliance issue; and (2) to have assumed the liability of the predecessor *Signatory* for any compliance issue (including being bound by any resulting *Signatory Consequences* and having to satisfy any resulting *Reinstatement* conditions). For these purposes, a 'compliance issue' means any non-compliance that took place before the time of replacement but for which a compliance procedure: (a) has not yet been started at the time of the replacement; or (b) has been started by the time of the replacement but not yet completed (i.e., the asserted non-compliance has not yet been determined and/or the *Signatory Consequences* imposed on account of the non-compliance have not yet been discharged in full and/or the *Reinstatement* conditions imposed have not yet been satisfied in full). Where a *Signatory* is to be replaced by more than one successor entity, either agreement shall be reached with WADA that one of the successor entities will acquire the rights and assume the liability of the predecessor *Signatory* in respect of any compliance issue, or else each of the successor entities will be deemed, by virtue of its acceptance of the role of partial successor to or replacement for that *Signatory* under and in accordance with the *Code*, to have acquired such rights and assumed such liability on a joint and several basis with the other successor entity/ies.

the *Signatory's* expense. Where a *Signatory* has been declared non-compliant and has not yet finalized a *Takeover* agreement with the *Approved Third Party*, that *Signatory* shall not implement independently any *Anti-Doping Activity* in the area(s) that the *Approved Third Party* is to take over without the express prior written agreement of *WADA*.

**Target Testing:** Selection of specific *Athletes* for *Testing* based on criteria set forth in the *International Standard for Testing*.

**Technical Document:** A document adopted and published by *WADA* from time to time containing mandatory technical requirements on specific anti-doping topics as set forth in an *International Standard*.

**Testing:** The parts of the *Doping Control* process involving test distribution planning, *Sample* collection, *Sample* handling, and *Sample* transport to the laboratory.

**Therapeutic Use Exemption:** A *Therapeutic Use Exemption* allows an *Athlete* with a medical condition to use a *Prohibited Substance* or *Prohibited Method*, but only if the conditions set out in Article 4.4 and the *International Standard for Therapeutic Use Exemptions* are met.

**UNESCO Convention:** The International Convention against Doping in Sport adopted by the 33rd session of the UNESCO General Conference on 19 October 2005, including any and all amendments adopted by the States Parties to the Convention and the Conference of Parties to the International Convention against Doping in Sport.

**WADA:** The World Anti-Doping Agency.

## **II. Defined terms specific to the *International Standard for Code Compliance by Signatories***

**Anti-Doping Program:** The legislation, rules, regulations, processes and procedures, and other activities (including *Anti-Doping Activities*) that a *Signatory* is required to implement in order to achieve *Code Compliance*.

**Code Compliance:** Compliance with all of the requirements in the *Code* and/or the *International Standards* that apply to the *Signatory* in question, as well as with any special requirements imposed by the *WADA* Executive Committee.

**Code Compliance Questionnaire:** A self-assessment survey issued by *WADA* in the form of a questionnaire, which a *Signatory* uses to report to *WADA* on the *Signatory's* *Code Compliance*.

**Compliance Audit:** A formal assessment conducted by *WADA* of all or part of a *Signatory's* *Anti-Doping Program*, in accordance with Article 7.7.

**Compliance Review Committee or CRC:** As described in Article 5.2.1.

**Corrective Action Plan:** A plan drafted by a *Signatory*, setting out how the *Signatory* will implement the corrective actions identified by *WADA* in a *Corrective Action Report* within the timeframes set in that report.

**Corrective Action Report:** A report produced by *WADA* that identifies *Non-Conformities* by a *Signatory*, the actions that the *Signatory* shall take to correct them, and the timeframes within which those corrective actions shall be completed.

**Event of Force Majeure:** An event affecting a *Signatory's* ability to achieve full *Code Compliance* that arises from or is attributable to acts, events, omissions, or accidents that are beyond the reasonable

control of the *Signatory*. Such events may include any natural physical disaster, war, military operations, riot, crowd disorder, strike, lock-outs or other industrial action, terrorist action, or civil commotion. In no circumstances, however, shall it be considered an Event of Force Majeure:

(1) that the *Non-Conformity* has been caused by a lack of resources, changes in elected officials or personnel, or by any act or omission (including any interference and/or a failure to provide support) by any governmental or other public authorities. Each *Signatory* has voluntarily accepted the obligation to comply with its obligations under the *Code* and the *International Standards*, which includes an obligation under *Code* Article 23.3 to devote sufficient resources, and (where applicable) an obligation to secure the support of governmental and other public authorities, as required in order to achieve and maintain *Code* Compliance; or

(2) that the *Signatory* delegated the task of complying with some or all of its obligations under the *Code* and/or the *International Standards* to a *Delegated Third Party* (such as a *Sample Collection Authority* to whom the *Signatory* has assigned the task of collecting *Samples*; or a local organizing committee to which a *Major Event Organization* has assigned the task of running its Anti-Doping Program at the *Event* in question).

[Comment to Event of Force Majeure: As CAS ruled in *RPC v IPC*, CAS 2016/A/4745, (a) a body with an obligation to enforce the *Code* within its sphere of authority remains fully liable for any violations even if they are due to the actions of other bodies that it relies on but that it does not control; and (b) just as an Athlete cannot escape the Consequences of an anti-doping rule violation by delegating his or her responsibility to comply with his or her anti-doping obligations to others, so too a *Signatory* has an absolute and non-delegable obligation to comply with the requirements of the *Code* and the *International Standards*. The *Signatory* has the right to decide how to meet that obligation, including the right to assign certain tasks to appropriate third parties, should it see fit, but it remains fully responsible for complying with the *Code* and the *International Standards*, and is fully liable for any non-compliance caused by any failures of such third party.]

**Mandatory Information Request:** A request that WADA may send to a *Signatory*, requiring the *Signatory* to provide specified information by a specified date to enable WADA to assess the *Signatory's Code Compliance*.

**Technical Document on WADA's Application of the *International Standard for Code Compliance by Signatories* or ISCCS TD PP:** A *Technical Document* to prioritize the monitoring for *Code* Compliance of certain categories of *Signatories* and/or the enforcement of certain requirements, as further described in Article 7.2.

**WADA Auditor:** A suitably experienced WADA staff member or external anti-doping specialist who has been trained by WADA to conduct the assessment of a *Signatory's Code Compliance*. The WADA Auditor should be free of any conflict of interest in respect of each Compliance Audit that he/she undertakes.

**WADA Privileges:** The benefits listed at *Code* Article 24.1.4.1.

[Comment to WADA Privileges: For these purposes, any exclusion from WADA activities shall not prevent the *Signatory* accessing (a) educational materials and resources made available online by WADA, for example as part of its *Code Implementation Support Program*, or (b) any other training and/or educational activity approved by WADA].

**Watchlist Procedure:** The special procedure described in Article 8.4.5.

### III. Defined term from the *International Standard for Data Protection* that are used in the *International Standard for Code Compliance by Signatories*

**Personal Information:** Information, whether in electronic or physical form, including without limitation Sensitive Personal Information, relating to an identified or identifiable individual when Processed in the

context of Anti-Doping Activities.

*[Comment to Personal Information: It is understood that Personal Information includes, but is not limited to, information relating to an Athlete's name, date of birth, contact details and sporting affiliations, whereabouts, designated Therapeutic Use Exemptions (if any), anti-doping test results, and Results Management. Personal Information also includes personal details and contact information relating to other individuals, such as medical professionals and others working with, treating or assisting an Athlete in the context of Anti-Doping Activities. Such information remains Personal Information and is regulated by this International Standard for the entire duration of its Processing, irrespective of whether the relevant individual remains involved in organized sport.]*

#### **IV. Defined terms from the International Standard for Education that are used in the International Standard for Code Compliance by Signatories**

**Education Activity:** Any activity that is purposefully designed and delivered to facilitate learning. Examples include eLearning, workshops, scenario-based sessions, peer-to-peer conversations, webinars, etc.

**Education Plan:** A document describing a collection of *Education Activities* to be delivered annually by a *Signatory* to achieve the intended learning outcomes.

**Education Pool:** A list of prioritized groups and categories that *Signatories* have targeted for *Education*.

**Education Program:** A document that includes: a vision for *Education*, aims and objectives, sport system analysis, an *Athlete Pathway*, processes for recruitment, training, assessment and accreditation of Educators, identification of an *Education Pool* and the resources required to deliver.

**Educator:** A person who has been trained and accredited to deliver *Education* and is authorized by a *Signatory* for this purpose.

**Evaluation Report:** A document outlining the effectiveness of the *Education Program* using monitoring data, assessment of learning data and any other relevant information. The document should directly report on the progress of objectives stated in the *Education Program* and *Education Plan* and outline recommendations that informs the next annual *Education Plan*.

**Values-Based Education:** Delivering activities that emphasize the development of an individual's personal values and principles. It builds the learner's capacity to make decisions to behave ethically.

#### **V. Defined term from the International Standard for Laboratories that are used in the International Standard for Code Compliance by Signatories**

**Athlete Passport Management Unit (APMU):** A unit, associated with a Laboratory, composed of a *Person* or *Persons* responsible for the timely management of *Athlete Biological Passports* in *ADAMS* on behalf of the Passport Custodian.

**Laboratory:** A WADA-accredited Laboratory as approved by the WADA Executive Committee.

*[Comment to Laboratory: To facilitate the comprehension and interpretation of ISL provisions, when requirements apply to both Laboratories and ABP Laboratories, both will be referred to as "Laboratory(ies)". If, instead, provisions apply exclusively to either Laboratories or ABP Laboratories, the specific definition will be used as applicable.]*

*Instead, when the term "laboratory" is used, it implies laboratories that are neither WADA-accredited nor ABP approved.]*

#### **VI. Defined term from the International Standard for Results Management that are used in the International Standard for Results Management**

**Whereabouts Failure:** A Filing Failure or a Missed Test.

**VII. Defined terms from the *International Standard for Testing* that are used in the *International Standard for Code Compliance by Signatories***

**Chain of Custody:** The sequence of individuals or organizations who have responsibility for the custody of a *Sample* from the provision of the *Sample* until the *Sample* has been delivered to the Laboratory for analysis.

**No Advance Notice Testing:** *Sample* collection that takes place with no advance warning to the *Athlete* and where the *Athlete* is continuously chaperoned from the moment of notification through *Sample* provision.

**Risk Assessment:** The assessment of risk of doping in a sport or sports discipline conducted by an *Anti-Doping Organization* in accordance with Article 4.2.

**Sample Collection Authority:** The organization that is responsible for the collection of *Samples* in compliance with the requirements of the *International Standard for Testing*, whether (1) the *Testing Authority* itself; or (2) a *Delegated Third Party* to whom the authority to conduct *Testing* has been granted or sub-contracted. The *Testing Authority* always remains ultimately responsible under the *Code* for compliance with the requirements of the *International Standard for Testing* relating to collection of *Samples*.

**Sample Collection Equipment:** A and B bottles, kits or containers, collection vessels, tubes or other apparatus used to collect, hold or store the *Sample* at any time during and after the *Sample Collection Session* that shall meet the requirements of Article 6.3.4.

**Sample Collection Personnel:** A collective term for qualified officials authorized by the *Sample Collection Authority* to carry out or assist with duties during the *Sample Collection Session*.

**Sample Collection Session:** All of the sequential activities that directly involve the *Athlete* from the point that initial contact is made until the *Athlete* leaves the *Doping Control Station* after having provided their *Sample(s)*.

**Test Distribution Plan:** A document written by an *Anti-Doping Organization* that plans *Testing* on *Athletes*, in accordance with the requirements of Article 4.7.

**Whereabouts Pool:** A pool of *Athletes* or team in either a *Registered Testing Pool* or *Testing Pool* who are required to provide whereabouts information and who are subject to at least a minimum number of planned *Out-of-Competition Tests* annually.

**VIII. Defined term from the *International Standard for Therapeutic Use Exemptions* that is used in the *International Standard for Code Compliance by Signatories***

**Therapeutic Use Exemption Committee (TUEC):** The panel established by an *Anti-Doping Organization* to consider applications for *Therapeutic Use Exemptions*.

Legend:	
<u>Insertion</u>	
<del>Deletion</del>	
<del>Moved from</del>	
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Style change	
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<del>Moved deletion</del>	
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