

The World Anti-Doping Code

INTERNATIONAL STANDARD FOR CODE COMPLIANCE BY SIGNATORIES

Draft Version ~~1.0~~2.0

FOREWORD

The International Standard for Code Compliance by Signatories is a mandatory *International Standard* that forms an essential part of the World Anti-Doping Program. It was developed in consultation with *Signatories*, public authorities, and other relevant stakeholders, ~~and. It~~ was approved by ~~the WADA's~~ Executive Committee ~~at its meeting in [X] on [X]. It will come into effect on [X] 2018. on ... and came into effect on~~ **[NOTE TO READER: IF COMMENTS RECEIVED DURING THE SECOND ROUND OF CONSULTATION DEMONSTRATE SUFFICIENT CONSENSUS, THEN THE INTENT IS TO SEEK APPROVAL OF WADA'S EXECUTIVE COMMITTEE FOR THE ISCCS AND WADA'S FOUNDATION BOARD'S APPROVAL FOR THE CODE REVISIONS AT THEIR MEETINGS IN SEOUL ON (RESPECTIVELY) 15 AND 16 NOVEMBER 2017, FOR THE CODE REVISIONS AND ISCCS TO COME INTO EFFECT ON 1 APRIL 2018].** It will apply to all cases of *Signatory* non-compliance arising or identified after that date. It will not apply retrospectively to cases of *Signatory* non-compliance already identified prior to that date.

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TABLE OF CONTENTS

PART ONE: INTRODUCTION, CODE PROVISIONS, INTERNATIONAL STANDARD PROVISIONS, AND DEFINITIONS	1
1.0 Introduction and Scope	1
2.0 Relevant Code Provisions	2
3.0 Relevant Provisions of the International Standard for Laboratories	16
4.0 Definitions and Interpretation	16 17
4.1 Defined terms from the 2015 <i>Code</i> that are used in the International Standard for Code Compliance by Signatories	16 17
4.2 Defined terms from the International Standard for Testing and Investigations that are used in the International Standard for Code Compliance by Signatories	19 20
4.3 Defined terms specific to the International Standard for Code Compliance by Signatories	19 21
4.4 Interpretation	22 23
PART TWO: STANDARDS FOR WADA'S MONITORING AND ENFORCEMENT OF CODE COMPLIANCE BY SIGNATORIES	24 25
5.0 Objective	24 25
6.0 WADA's Compliance Monitoring Program	24 25
6.1 Operational Oversight of <i>Code</i> Compliance	24 25
6.2 Independent Review and Recommendations	25 26
6.3 Enforcement Procedures	26 27
6.4 Reinstatement Procedures	29
7.0 WADA's Support for <i>Signatories'</i> Efforts to Achieve/Maintain <i>Code</i> Compliance	26 30
7.1 Objective	26 30
7.2 Operational and Technical Support	27 30
8.0 Monitoring <i>Signatories'</i> Compliance Efforts	28 31
8.1 Objective	28 31
8.2 Prioritization Between Different Signatories	28 31
8.3 Cooperation With Other Bodies	29 33
8.4 WADA's Monitoring Tools	29 34
8.5 <i>Code</i> Compliance Questionnaires	31 36
8.6 Mandatory Information Requests	32 37
8.7 The Compliance Audit Program	33 38
9.0 Giving <i>Signatories</i> the Opportunity to Correct Non-Conformities	36 40
9.1 Objective	36 40
9.2 Corrective Action Reports and Corrective Action Plans	37 40

9.3	Referral to the CRC	38	41
9.4	Urgent Cases	39	Fast Track Procedure
			43
10.0	The Process for Confirming Non-Compliance and Imposing Signatory Consequences	40	44
10.1	CRC Recommendation	40	44
10.2	Consideration by the WADA Foundation Board	40	Executive Committee
			45
10.3	Acceptance by the <i>Signatory</i>	41	45
10.4	Determination by the Independent Tribunal	41	CAS
			46
10.5	Appeal Proceedings Before CAS	42	
10.6	CAS as the Sole Hearing Panel	42	
10.7	Recognition and Enforcement by Other Signatories	42	47
	10.6 Disputes about Reinstatement		47
11.0	Determining Signatory Consequences	43	47
11.1	Potential Consequences for Non-Compliance with the Code	43	47
11.2	Principles relevant Relevant to the determination Determination of the <i>Signatory Consequences</i> to be applied Applied in a particular case	45	Particular Case
			50
11.3	Other Consequences	47	53
12.0	Reinstatement	47	53
12.1	Objective	47	53
12.2	Reinstatement Conditions	47	53
12.3	The Reinstatement Process	49	55
PART	FOUR THREE: ANNEXES	50	57
	Annex A: Categories of Non-Compliance	50	57
	Annex B: <i>Signatory Consequences</i>	53	60
	Annex C: Method of Calculating Fines		58

PART ONE: INTRODUCTION, CODE PROVISIONS, INTERNATIONAL STANDARD PROVISIONS, AND DEFINITIONS

1.0 Introduction and Scope

Signatories to the World Anti-Doping Code (the *Code*) ~~automatically~~ 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.

The purpose of the International Standard for Code Compliance by *Signatories* is to support an effective and efficient compliance effort by setting out:

- the roles and responsibilities of the different bodies involved in WADA's compliance monitoring function (Part Two, Section 6);
- the support and assistance that WADA will offer to *Signatories* in their efforts to comply with the *Code* and the *International Standards* (Part Two, Section 7);
- the tools that WADA will use to monitor compliance by *Signatories* with their obligations under the *Code* and the *International Standards* (Part Two, Section 8);
- the opportunities that WADA will give *Signatories* to correct ~~any~~ Non-Conformities before any formal action is taken (Part Two, Section 9);
- the process to be followed in determining non-compliance and the consequences ~~for~~of such non-compliance if a *Signatory* fails to correct ~~its~~ Non-Conformities. 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 individuals (Part Two, Section 10);
- the range of potential consequences that might be imposed for non-compliance, and the principles to be applied to determine the consequences to be imposed in a particular case, depending on the facts and circumstances of ~~the particular~~that case (Part Two, Section 11); and

- 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, Section 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 process) to enable WADA to take urgent and effective action to address instances of deliberate/bad faith non-compliance with critical Code requirements. Beyond that, 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 take the necessary corrective actions within the required timelines.

In the interests of transparency and accountability, *WADA* may publish as much detail as it considers appropriate about its general compliance monitoring program, ~~including.~~ 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 written in italics. Terms that are defined in this or another *International Standard* (see Part One, Articles 4.2 and 4.3) are underlined.

2.0 Relevant Code Provisions

The following provisions in the *Code* are directly relevant to the International Standard for Code Compliance by Signatories:

NOTE TO READER: THE FOLLOWING PROVISIONS REFLECT THE AMENDMENTS THAT ARE PROPOSED TO BE MADE TO THE PROVISIONS OF THE 2015 CODE THAT ARE MOST RELEVANT TO SIGNATORY COMPLIANCE (NAMELY, ARTICLES ~~13~~, 12, 20 AND 23). A TRACK-CHANGED VERSION OF THESE PROPOSED AMENDMENTS TO THE CODE CAN BE FOUND IN A SEPARATE DOCUMENT ACCOMPANYING THIS DRAFT INTERNATIONAL STANDARD FOR CODE COMPLIANCE BY SIGNATORIES. THE INTERNATIONAL STANDARD FOR CODE COMPLIANCE BY SIGNATORIES IS

DESIGNED TO IMPLEMENT AND SUPPORT THE CODE PROVISIONS AS AMENDED.

PURPOSE, SCOPE AND ORGANIZATION OF THE WORLD ANTI-DOPING PROGRAM AND THE CODE

The purposes of the World Anti-Doping Code and the World Anti-Doping Program which supports it are:

- To protect the *Athletes'* fundamental right to participate in doping-free sport and thus promote health, fairness and equality for *Athletes* worldwide, and
- To ensure harmonized, coordinated and effective anti-doping programs at the international and national level with regard to detection, deterrence and prevention of doping.

PART ONE DOPING CONTROL

INTRODUCTION

Part One of the *Code* sets forth specific anti-doping rules and principles that are to be followed by organizations responsible for adopting, implementing or enforcing anti-doping rules within their authority, e.g. the International Olympic Committee, International Paralympic Committee, International Federations, *National Olympic Committees* and Paralympic Committees, *Major Event Organizations*, and *National Anti-Doping Organizations*. All such organizations are collectively referred to as *Anti-Doping Organizations*.

All provisions of the *Code* are mandatory in substance and must be followed as applicable by each *Anti-Doping Organization* and *Athlete* or other *Person*. The *Code* does not, however, replace or eliminate the need for comprehensive anti-doping rules to be adopted by each *Anti-Doping Organization*. ...

Code Article 12 Sanctions Against Sporting Bodies

[12.1 The International Standard for Code Compliance by Signatories sets out when and how WADA may proceed against a Signatory for failure to comply with its obligations under the Code and/or the International Standards, and identifies the range of possible sanctions that may be imposed on the Signatory for such non-compliance.](#)

[12.2 Nothing in the Code or the International Standard for Code Compliance by Signatories precludes any Signatory or government accepting the Code from enforcing its own rules for the purpose of imposing sanctions for non-compliance with the Code on another](#)

sporting body over which the *Signatory* or a member of the *Signatory* or government has authority.

[Comment to Article 12.2: This Article makes it clear that the Code does not restrict whatever disciplinary rights between organizations may otherwise exist and the International Standard for Code Compliance by Signatories do not limit in any way the right of a Signatory or government to take disciplinary action under its own rules to enforce the obligation on bodies under its authority to recognize, implement, uphold and enforce the Code within its area of competence.]

~~Code Article 13 Appeals~~

~~13.6 Appeals from Decisions under Part Three and Part Four of the Code~~

~~13.6.1 The following decisions under Article 23.5.6 may be appealed exclusively to CAS within twenty one days of receipt of the decision, in accordance with this Article 13.6: a decision by an independent tribunal that a *Signatory* is compliant or is not compliant with the *Code*; a decision by an independent tribunal imposing consequences or not imposing consequences on a *Signatory* for non-compliance with the *Code*; a decision by an independent tribunal imposing or not imposing conditions that a non-compliant *Signatory* must satisfy in order to be reinstated; and a decision by WADA that a *Signatory* has not met the reinstatement conditions imposed.~~

~~13.6.2 The following parties shall have the right to appeal the decisions specified in Article 13.6.1 exclusively to CAS in accordance with the provisions applicable before such court: (a) the *Signatory* that is the subject of the decision being appealed; (b) WADA; and (c) the International Olympic Committee and/or the International Paralympic Committee (as applicable), where the decision may have an effect in relation to the Olympic Games or Paralympic Games, including decisions affecting eligibility to attend/participate in the Olympic Games or Paralympic Games.~~

~~13.6.3 Decisions being appealed under Article 13.6.1 shall remain in effect while under appeal unless CAS orders otherwise.~~

[Comment to Article 13: One of the objectives of the Code is to have anti-doping matters resolved through fair and transparent internal processes with a final appeal. Anti-doping decisions by Anti-Doping Organizations against Athletes and other Persons are made transparent in Article 14. Specified Persons and organizations, including WADA, are then given the opportunity to appeal those decisions. Decisions as to non-compliance by Signatories are made transparent in Article 23.5, and again specified organizations are given the opportunity to appeal

~~those decisions. Note that the definition of interested Persons and organizations with a right to appeal under Article 13.2 does not include Athletes, or their federations, who might benefit from having another competitor disqualified. Nor does the definition of parties with a right to appeal under Article 13.6 include Athletes or Athlete Support Personnel, or their federations, whose eligibility to compete is impacted by a Signatory's failure to comply with the Code.]~~

PART 3 ROLES AND RESPONSIBILITIES

All *Signatories* shall act in a spirit of partnership and collaboration in order to ensure the success of the fight against doping in sport and the respect of the *Code*.

[Comment: Responsibilities for Signatories and Athletes or other Persons are addressed in various Articles in the Code and the responsibilities listed in this part are additional to these responsibilities.]

Code Article 20 Additional Roles and Responsibilities of Signatories

20.1 Roles and Responsibilities of the International Olympic Committee

20.1.1 To adopt and implement anti-doping policies and rules for the Olympic Games which conform with the *Code*.

20.1.2 To require as a condition of obtaining recognition by the International Olympic Committee that International Federations and National Olympic Committees within the Olympic Movement are in compliance with the *Code*.

20.1.3 To withhold some or all Olympic funding of sport organizations that are not in compliance with the *Code*, where required under Article 23.5.

20.1.4 To take ~~other~~ appropriate action to discourage non-compliance with the *Code* ~~as provided in Article 23.5, in accordance with Article 23.5 and the International Standard for Code Compliance by Signatories.~~

20.1.5 To authorize and facilitate the *Independent Observer Program*.

20.1.6 To require all *Athletes* and each *Athlete Support Person* who participates as coach, trainer, manager, team staff, official, medical or paramedical personnel in the Olympic Games to agree to be bound by anti-doping rules in conformity with the *Code* as a condition of such participation.

20.1.7 To vigorously pursue all potential anti-doping rule violations within its jurisdiction including investigation into

whether *Athlete Support Personnel* or other *Persons* may have been involved in each case of doping.

20.1.8 To accept bids for the Olympic Games only from countries where the government has ratified, accepted, approved or acceded to the *UNESCO Convention* and the *National Olympic Committee*, National Paralympic Committee and *National Anti-Doping Organization* are in compliance with the *Code*.

20.1.9 To promote anti-doping education.

20.1.10 To cooperate with relevant national organizations and agencies and other *Anti-Doping Organizations*.

20.2 Roles and Responsibilities of the International Paralympic Committee

20.2.1 To adopt and implement anti-doping policies and rules for the Paralympic Games which conform with the *Code*.

20.2.2 To require as a condition of [obtaining](#) recognition by the International Paralympic Committee, that [International Federations and National Paralympic Committees](#) within the Paralympic Movement are in compliance with the *Code*.

20.2.3 To withhold some or all Paralympic funding of sport organizations that are not in compliance with the *Code*, where required under Article 23.5.

20.2.4 To take appropriate action to discourage non-compliance with the *Code* ~~as provided in Article 23.5.~~ [in accordance with Article 23.5 and the International Standard for Code Compliance by Signatories.](#)

20.2.5 To authorize and facilitate the *Independent Observer Program*.

20.2.6 To require all *Athletes* and each *Athlete Support Person* who participates as coach, trainer, manager, team staff, official, medical or paramedical personnel in the Paralympic Games to agree to be bound by anti-doping rules in conformity with the *Code* as a condition of such participation.

20.2.7 To vigorously pursue all potential anti-doping rule violations within its jurisdiction including investigation into whether *Athlete Support Personnel* or other *Persons* may have been involved in each case of doping.

20.2.8 To promote anti-doping education.

20.2.9 To cooperate with relevant national organizations and agencies and other *Anti-Doping Organizations*.

20.3 Roles and Responsibilities of International Federations

20.3.1 To adopt and implement anti-doping policies and rules which conform with the *Code*.

20.3.2 To require as a condition of membership that the policies, rules and programs of their National Federations and other members are in compliance with the *Code*, and to take appropriate action to enforce that condition where necessary.

20.3.3 To require all *Athletes* and each *Athlete Support Person* who participates as coach, trainer, manager, team staff, official, medical or paramedical personnel in a *Competition* or activity authorized or organized by the International Federation or one of its member organizations to agree to be bound by anti-doping rules in conformity with the *Code* as a condition of such participation.

20.3.4 To require *Athletes* who are not regular members of the International Federation or one of its member National Federations to be available for *Sample* collection and to provide accurate and up-to-date whereabouts information as part of the International Federation's *Registered Testing Pool* consistent with the conditions for eligibility established by the International Federation or, as applicable, the *Major Event Organization*.

[*Comment to Article 20.3.4: This would include, for example, Athletes from professional leagues.*]

20.3.5 To require each of its National Federations to establish rules requiring all *Athletes* and each *Athlete Support Person* who participates as coach, trainer, manager, team staff, official, medical or paramedical personnel in a *Competition* or activity authorized or organized by a National Federation or one of its member organizations to agree to be bound by anti-doping rules and *Anti-Doping Organization* results management authority in conformity with the *Code* as a condition of such participation.

20.3.6 To require National Federations to report any information suggesting or relating to an anti-doping rule violation to their *National Anti-Doping Organization* and International Federation and to cooperate with investigations conducted by any *Anti-Doping Organization* with authority to conduct the investigation.

20.3.7 To take appropriate action to discourage non-compliance with the ~~Code as provided in Article 23.5., in accordance with Article 23.5 and the International Standard for Code Compliance by Signatories.~~

20.3.8 To authorize and facilitate the *Independent Observer Program* at *International Events*.

20.3.9 To withhold some or all funding to its member National Federations that are not in compliance with the *Code*.

20.3.10 To vigorously pursue all potential anti-doping rule violations within its jurisdiction including investigation into whether *Athlete Support Personnel* or other *Persons* may have been involved in each case of doping, to ensure proper enforcement of *Consequences*, and to conduct an automatic investigation of *Athlete Support Personnel* in the case of any anti-doping rule violation involving a *Minor* or *Athlete Support Person* who has provided support to more than one *Athlete* found to have committed an anti-doping rule violation.

20.3.11 To ~~do everything possible to award~~accept bids for World Championships only ~~to~~from countries where the government has ratified, accepted, approved or acceded to the *UNESCO Convention* and the *National Olympic Committee*, *National Paralympic Committee* and *National Anti-Doping Organization* are in compliance with the *Code*.

20.3.12 To promote anti-doping education, including requiring National Federations to conduct anti-doping education in coordination with the applicable *National Anti-Doping Organization*.

20.3.13 To cooperate with relevant national organizations and agencies and other *Anti-Doping Organizations*.

20.3.14 To cooperate fully with *WADA* in connection with investigations conducted by *WADA* pursuant to Article 20.7.10.

20.3.15 To have disciplinary rules in place and require National Federations to have disciplinary rules in place to prevent *Athlete Support Personnel* who are *Using Prohibited Substances* or *Prohibited Methods* without valid justification from providing support to *Athletes* within the International Federation's or National Federation's authority.

20.4 Roles and Responsibilities of *National Olympic Committees* and *National Paralympic Committees*.

20.4.1 To ensure that their anti-doping policies and rules conform with the *Code*.

20.4.2 To require as a condition of membership or recognition that National Federations' anti-doping policies and rules are in compliance with the applicable provisions of the *Code*, and to take appropriate action to enforce that condition where necessary.

20.4.3 To respect the autonomy of the *National Anti-Doping Organization* in its country and not to interfere in its operational decisions and activities.

20.4.4 To require National Federations to report any information suggesting or relating to an anti-doping rule violation to their *National Anti-Doping Organization* and International Federation and to cooperate with investigations conducted by any *Anti-Doping Organization* with authority to conduct the investigation.

20.4.5 To require as a condition of participation in the Olympic Games and Paralympic Games that, at a minimum, *Athletes* who are not regular members of a National Federation be available for *Sample* collection and to provide whereabouts information as required by the International Standard for Testing and Investigations as soon as the *Athlete* is identified on the long list or subsequent entry document submitted in connection with the Olympic Games or Paralympic Games.

20.4.6 To cooperate with their *National Anti-Doping Organization* and to work with their government to establish a *National Anti-Doping Organization* where one does not already exist, provided that in the interim, the *National Olympic Committee* or its designee shall ~~fulfill~~ fulfil the responsibility of a *National Anti-Doping Organization*.

20.4.6.1 For those countries that are members of a *Regional Anti-Doping Organization*, the *National Olympic Committee*, in cooperation with the government, shall maintain an active and supportive role with their respective *Regional Anti-Doping Organizations*.

20.4.7 To require each of its National Federations to establish rules requiring each *Athlete Support Person* who participates as a coach, trainer, manager, team staff, official, medical or paramedical personnel in a *Competition* or activity authorized or organized by a National Federation or one of its member organizations to agree to be bound by anti-doping rules and *Anti-Doping Organization* results management authority in conformity with the *Code* as a condition of such participation.

20.4.8 To withhold some or all funding, during any period of his or her *Ineligibility*, to any *Athlete* or *Athlete Support Person* who has violated anti-doping rules.

20.4.9 To withhold some or all funding to its member or recognized National Federations that are not in compliance with the *Code*.

20.4.10 To vigorously pursue all potential anti-doping rule violations within its jurisdiction including investigation into whether *Athlete Support Personnel* or other *Persons* may have been involved in each case of doping.

20.4.11 To promote anti-doping education, including requiring National Federations to conduct anti-doping education in coordination with the applicable *National Anti-Doping Organization*.

20.4.12 To cooperate with relevant national organizations and agencies and other *Anti-Doping Organizations*.

20.4.13 To have disciplinary rules in place to prevent *Athlete Support Personnel* who are *Using Prohibited Substances* or *Prohibited Methods* without valid justification from providing support to *Athletes* within the *National Olympic Committee's* or *National Paralympic Committee's* authority.

20.5 Roles and Responsibilities of *National Anti-Doping Organizations*.

20.5.1 To be independent in their operational decisions and activities.

20.5.2 To adopt and implement anti-doping rules and policies which conform with the *Code*.

20.5.3 To cooperate with other relevant national organizations and agencies and other *Anti-Doping Organizations*.

20.5.4 To encourage reciprocal *Testing* between *National Anti-Doping Organizations*.

20.5.5 To promote anti-doping research.

20.5.6 Where funding is provided, to withhold some or all funding, during any period of his or her *Ineligibility*, to any *Athlete* or *Athlete Support Person* who has violated anti-doping rules.

20.5.7 To vigorously pursue all potential anti-doping rule violations within its jurisdiction including investigation into

whether *Athlete Support Personnel* or other *Persons* may have been involved in each case of doping and to ensure proper enforcement of *Consequences*.

20.5.8 To promote anti-doping education.

20.5.9 To conduct an automatic investigation of *Athlete Support Personnel* within its jurisdiction in the case of any anti-doping rule violation by a *Minor* and to conduct an automatic investigation of any *Athlete Support Person* who has provided support to more than one *Athlete* found to have committed an anti-doping rule violation.

20.5.10 To cooperate fully with *WADA* in connection with investigations conducted by *WADA* pursuant to Article 20.7.10.

[Comment to Article 20.5: For some smaller countries, a number of the responsibilities described in this Article may be delegated by their National Anti-Doping Organization to a Regional Anti-Doping Organization.]

20.6 Roles and Responsibilities of *Major Event Organizations*.

20.6.1 To adopt and implement anti-doping policies and rules for their *Events* which conform with the *Code*.

20.6.2 To take appropriate action to discourage non-compliance with the *Code* ~~as provided in Article 23.5., in accordance with Article 23.5 and the International Standard for Code Compliance by Signatories.~~

20.6.3 To authorize and facilitate the *Independent Observer Program*.

20.6.4 To require all *Athletes* and each *Athlete Support Person* who participates as coach, trainer, manager, team staff, official, medical or paramedical personnel in the *Event* to agree to be bound by anti-doping rules in conformity with the *Code* as a condition of such participation.

20.6.5 To vigorously pursue all potential anti-doping rule violations within its jurisdiction including investigation into whether *Athlete Support Personnel* or other *Persons* may have been involved in each case of doping.

20.6.6 To ~~do everything possible to award~~ accept bids for *Events* only ~~to~~ from countries where the government has ratified, accepted, approved or acceded to the *UNESCO Convention* and the *National Olympic Committee*, *National Paralympic Committee* and *National Anti-Doping Organization* are in compliance with the *Code*.

20.6.7 To promote anti-doping education.

20.6.8 To cooperate with relevant national organizations and agencies and other *Anti-Doping Organizations*.

20.7 Roles and Responsibilities of WADA.

20.7.1 To adopt and implement policies and procedures which conform with the *Code*.

20.7.2 To provide support and guidance to *Signatories* in their efforts to comply with the *Code* and the *International Standards*, to monitor such compliance by *Signatories*, to notify *Signatories* of instances of non-compliance and explain what must be done to correct them, to secure the imposition of appropriate consequences when a *Signatory* does not correct ~~instances of the~~ non-compliance, as well as conditions that the *Signatory* must satisfy in order to be reinstated to the list of *Code*-compliant *Signatories*, and to verify the fulfilment of those conditions, all in accordance with the [International Standard for Code Compliance by Signatories](#).

20.7.3 To approve *International Standards* applicable to the implementation of the *Code*.

20.7.4 To accredit and reaccredit laboratories to conduct *Sample* analysis or to approve others to conduct *Sample* analysis.

20.7.5 To develop and publish guidelines and models of best practice.

20.7.6 To promote, conduct, commission, fund and coordinate anti-doping research and to promote anti-doping education.

20.7.7 To design and conduct an effective *Independent Observer Program* and other types of *Event* advisory programs.

20.7.8 To conduct, in exceptional circumstances and at the direction of the WADA Director General, *Doping Controls* on its own initiative or as requested by other *Anti-Doping Organizations*, and to cooperate with relevant national and international organizations and agencies, including but not limited to, facilitating inquiries and investigations.

[Comment to Article 20.7.8: WADA is not a Testing agency, but it reserves the right, in exceptional circumstances, to conduct its own tests where problems have been brought to the attention of the relevant Anti-Doping Organization and have not been satisfactorily addressed.]

20.7.9 To approve, in consultation with International Federations, *National Anti-Doping Organizations*, and *Major Event Organizations*, defined *Testing* and *Sample* analysis programs.

20.7.10 To initiate its own investigations of anti-doping rule violations and other activities that may facilitate doping.

PART FOUR ACCEPTANCE, COMPLIANCE, MODIFICATION AND INTERPRETATION

Code Article 23 Acceptance, Compliance and Modification

23.1 Acceptance of the *Code*

23.1.1 The following entities shall be *Signatories* accepting the *Code*: *WADA*, the International Olympic Committee, International Federations, the International Paralympic Committee, *National Olympic Committees*, National Paralympic Committees, *Major Event Organizations*, and *National Anti-Doping Organizations*. These entities shall accept the *Code* by signing a declaration of acceptance upon approval by each of their respective governing bodies.

[Comment to Article 23.1.1: Each accepting Signatory will separately sign an identical copy of the standard form common declaration of acceptance and deliver it to WADA. The act of acceptance will be as authorized by the organic documents of each organization. For example, an International Federation by its Congress and WADA by its Foundation Board.]

23.1.2 Other sport organizations that may not be under the control of a *Signatory* may, upon *WADA*'s invitation, also become a *Signatory* by accepting the *Code*.

[Comment to Article 23.1.2: Those professional leagues that are not currently under the jurisdiction of any government or International Federation will be encouraged to accept the Code.]

23.1.3 A list of all acceptances will be made public by *WADA*.

23.2 Implementation of the *Code*

23.2.1 The *Signatories* shall implement applicable *Code* provisions through policies, statutes, rules or regulations according to their authority and within their relevant spheres of responsibility.

23.2.2 The following Articles as applicable to the scope of the anti-doping activity which the *Anti-Doping Organization* performs must be implemented by *Signatories* without

substantive change (allowing for any non-substantive changes to the language in order to refer to the organization's name, sport, section numbers, etc.):

- Article 1 (Definition of Doping)
- Article 2 (Anti-Doping Rule Violations)
- Article 3 (Proof of Doping)
- Article 4.2.2 (*Specified Substances*)
- Article 4.3.3 (*WADA's Determination of the Prohibited List*)
- Article 7.11 (Retirement from Sport)
- Article 9 (Automatic *Disqualification* of Individual Results)
- Article 10 (Sanctions on Individuals)
- Article 11 (Consequences to Teams)
- Article 13 (Appeals) with the exception of 13.2.2, 13.6, and 13.7
- Article 15.1 (Recognition of Decisions)
- Article 17 (Statute of Limitations)
- Article 24 (Interpretation of the *Code*)
- Appendix 1 – Definitions

No additional provision may be added to a *Signatory's* rules which changes the effect of the Articles enumerated in this Article. A *Signatory's* rules must expressly acknowledge the Commentary of the *Code* and endow the Commentary with the same status that it has in the *Code*.

[Comment to Article 23.2.2: Nothing in the Code precludes an Anti-Doping Organization from adopting and enforcing its own specific disciplinary rules for conduct by Athlete Support Personnel related to doping but which does not, in and of itself, constitute an anti-doping rule violation under the Code. For example, a National or International Federation could refuse to renew the license of a coach when multiple Athletes have committed anti-doping rule violations while under that coach's supervision.]

23.2.3 In implementing the *Code*, the *Signatories* are encouraged to use the models of best practice recommended by WADA.

23.3 Implementation of Anti-Doping Programs.

Signatories shall devote sufficient resources in order to implement anti-doping programs ~~in all areas~~ that are compliant in all areas with the *Code* and the *International Standards*.

23.4 Compliance with the *Code*

Signatories shall not be considered in compliance with the *Code* until they have accepted and implemented the *Code* in accordance with Articles 23.1, 23.2, and 23.3. They shall no longer be considered in compliance once acceptance has been withdrawn.

23.5 Monitoring Compliance with the *Code*

23.5.1 Compliance ~~with the *Code*~~ by *Signatories* with the *Code* and the *International Standards* shall be monitored by WADA in accordance with the International Standard for Code Compliance by Signatories.

23.5.2 To facilitate such monitoring, each *Signatory* shall report to WADA on its compliance with the *Code* and the *International Standards* as and when required by WADA. As part of that reporting, the *Signatory* shall provide accurate~~accurately~~ all of the information ~~to WADA on all instances of non-compliance,~~requested by WADA and shall explain the actions it is taking to correct ~~them~~any non-conformities.

23.5.3 Failure by a *Signatory* to provide accurate information in accordance with Article 23.5.2 itself constitutes an instance of non-~~compliance~~conformity with the *Code*, as does failure by a *Signatory* to submit accurate information to WADA where required by other Articles of the *Code* or by the International Standard for Code Compliance by Signatories.

23.5.4 In cases of non-~~compliance~~conformity (whether with reporting obligations or otherwise), WADA shall follow the corrective procedures set out in the International Standard for Code Compliance by Signatories. If the *Signatory* fails to correct the non-~~compliance~~conformity within the specified timeframe, then (following approval of such course by ~~the WADA's Executive Committee~~) WADA Foundation Board) ~~WADA~~ shall ~~write~~send a formal notice to the *Signatory*, identifying~~asserting~~ that the ~~alleged~~Signatory is non-~~compliance~~compliant, specifying the consequences that WADA considers should apply for such non-compliance, and specifying the conditions that WADA considers the *Signatory* should have to satisfy in order to be reinstated to the list of *Code* -compliant Signatories. That notice will be publicly reported by WADA.

23.5.5 If the *Signatory* does not dispute WADA's ~~allegation~~assertion of non-compliance ~~and/or its proposed~~the consequences ~~and/or its proposed~~proposed by WADA within ~~fourteen~~twenty-one days of receipt of the ~~written~~formal notice, the ~~allegation~~assertion will be deemed admitted and the consequences and reinstatement conditions will be deemed accepted, and the notice will automatically become a final decision enforceable with immediate effect in accordance with Article ~~23.5.7.~~23.5.9. The decision will be publicly reported by WADA.

23.5.6 If the *Signatory* ~~disputes~~wishes to dispute WADA's ~~allegation~~assertion of non-compliance, and/or ~~its proposed~~the consequences and/or ~~its proposed~~the reinstatement conditions ~~within fourteen~~proposed by WADA, the Signatory must file a formal notice of dispute with CAS (with a copy to WADA) within twenty-one days of ~~its~~its receipt of the ~~written~~written notice, ~~from WADA. The dispute will submit the case to an independent tribunal be resolved by the CAS Ordinary Arbitration Division~~from WADA. The dispute will be resolved by the CAS Ordinary Arbitration Division in accordance with the International Standard for Code Compliance by Signatories ~~for determination of the issues in dispute. The independent tribunal's decision will be publicly reported by WADA, and may be appealed to CAS pursuant to Article 13.6. Alternatively, the parties with a right of appeal under Article 13.6 may agree that the case should be heard directly at CAS, with no requirement for a prior hearing before an independent tribunal, and with no right of any further appeal against the CAS decision. The CAS decision shall be publicly reported by WADA.~~in accordance with the International Standard for Code Compliance by Signatories.

~~23.5.7 Subject to the right of appeal provided in Article 13.6, decisions that a Signatory is non-compliant, imposing consequences for such non-compliance, and setting conditions that the Signatory has to satisfy in order to be reinstated to the list of Code-compliant Signatories, 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.~~

WADA will publicly report the fact that the case has been referred to CAS for determination. The following Persons shall have the right (but not any obligation) to intervene and participate as a party in the case, provided they do so within 10 days of such publication by WADA: (a) the International Olympic Committee and/or the International Paralympic Committee (as applicable), and the National Olympic Committee and/or the National Paralympic Committee (as applicable), where the decision may have an effect in relation to the Olympic Games or Paralympic Games (including decisions affecting eligibility to attend/participate in

the Olympic Games or Paralympic Games); and (b) an International Federation, where the decision may have an effect on participation in the International Federation's World Championships and/or on a bid that has been submitted for a country to host the International Federation's World Championships. Any other *Person* wishing to participate as a party in the case must apply to CAS within 10 days of publication by WADA of the fact that the case has been referred to CAS for determination. CAS shall permit such intervention (i) if all other parties in the case agree; or (ii) if the applying *Person* demonstrates a sufficient legal interest in the outcome of the case to justify its participation as a party.

23.5.8 CAS's decision resolving the dispute will be publicly reported by CAS and by WADA. That decision may be challenged before the Swiss Federal Tribunal on the grounds set out in Article 190(2) of the Swiss Federal Act on Private International Law. Subject only thereto, the decision shall be final and enforceable with immediate effect in accordance with Article 23.5.9.

23.5.9 The following decisions are 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: (a) final decisions issued in accordance with Article 23.5.5 or Article 23.5.8, determining that a Signatory is non-compliant, and/or imposing consequences for such non-compliance, and/or setting conditions that the Signatory has to satisfy in order to be reinstated to the list of Code-compliant Signatories; and (b) final decisions issued in accordance with Article 23.5.10, determining that a Signatory has not yet met all of the reinstatement conditions imposed on it and therefore is not yet entitled to be reinstated to the list of Code-compliant Signatories.

23.5.10 If a Signatory wishes to dispute WADA's assertion that the Signatory has not yet met all of the reinstatement conditions imposed on it and therefore is not yet entitled to be reinstated to the list of Code-compliant Signatories, the Signatory must file a formal notice of dispute with CAS (with a copy to WADA) within twenty-one days of its receipt of the assertion from WADA. The dispute will be resolved by the CAS Ordinary Arbitration Division in accordance with Articles 23.5.6 to 23.5.9. It will be WADA's burden to prove on the balance of probabilities that the Signatory has not yet met all of the reinstatement conditions imposed on it and therefore is not yet entitled to be reinstated.

23.6 Monitoring Compliance with the *UNESCO Convention*

Compliance with the commitments reflected in the *UNESCO Convention* will be monitored as determined by the Conference of Parties to the *UNESCO Convention*, following consultation with the State Parties and WADA. WADA shall advise governments on the implementation of the *Code* by the *Signatories* and shall advise *Signatories* on the ratification, acceptance, approval or accession to the *UNESCO Convention* by governments.

3.0 Relevant Provisions of the International Standard for Laboratories

The following provisions in the International Standard for Laboratories are directly relevant to the International Standard for Code Compliance by Signatories:

4.1 Applying for a WADA Laboratory Accreditation

...

4.1.2 Submitting initial application form

The candidate laboratory shall complete the necessary information in the Application Form as provided by WADA and deliver this to WADA. The Application shall be signed by the Laboratory Director and, if relevant, by the Director of the host organization.

At this stage, WADA will verify the existence of a National Anti-Doping Program (compliant with the Code and International Standards) in the country where the candidate laboratory is located, the ratification of the UNESCO Convention against Doping in Sport by the host country of the candidate laboratory, as well as the payment of the nation's financial contributions to WADA.

NOTE TO READER: IN NOVEMBER 2017, WADA WILL ASK THE EXECUTIVE COMMITTEE TO APPROVE THE SUSPENSION (NON-APPLICATION) OF ISL ARTICLE 4.4 PENDING FULL REVIEW OF THE ISL AT A LATER DATE.

4.4 Maintaining WADA accreditation

In order for the Laboratory to maintain its accreditation status, the Anti-Doping Organization of the country of the Laboratory (*National Anti-Doping Organization* and/or *National Olympic Committee* as applicable) shall be Code compliant (as determined by WADA) and the Laboratory host country shall maintain its status of a country having ratified the UNESCO Convention against Doping in Sport.

Should a Laboratory's accreditation be suspended in this context, the Suspension will be effective until the country ratifies the UNESCO

Convention against Doping in Sport and/or until the non-compliant *Anti-Doping Organization* of the country of the Laboratory is taken out of the non-compliant list by WADA's Foundation Board. With the exception of the duration of the Suspension which shall be as defined above, the other ISL provisions with subject to the Suspension of a Laboratory's accreditation remain applicable.

WADA may decide not to suspend the Laboratory's accreditation in case of non-compliance of the *Anti-Doping Organization* of the country of the Laboratory if, in the year before the declaration of non-compliance, at least 60% of samples analyzed by that Laboratory were provided by *Anti-Doping Organizations* other than the *Anti-Doping Organization* of the country of the Laboratory, or if it is highly likely that in the year of the declaration of non-compliance at least 60% of samples analyzed by that Laboratory are going to be provided by *Anti-Doping Organizations* other than the *Anti-Doping Organization* of the country of the Laboratory.

4.0 Definitions and Interpretation

4.1 Defined terms from the 2015 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 and related Technical Documents, identifies in a *Sample* the presence of a *Prohibited Substance* or its *Metabolites* or *Markers* (including elevated quantities of endogenous substances) 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.

Anti-Doping Organization: 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*, WADA, International Federations, and National Anti-Doping Organizations.

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." ...

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.

Doping Control: All steps and processes from test distribution planning through to ultimate disposition of any appeal including all steps and processes in between such as provision of whereabouts information, *Sample* collection and handling, laboratory analysis, *TUEs*, results management and hearings.

Event: A series of individual *Competitions* conducted together under one ruling body (e.g., the Olympic Games, FINA World Championships, or Pan American Games).

Independent Observer Program: A team of observers, under the supervision of WADA, who observe and provide guidance on the *Doping Control* process at certain *Events* and report on their observations.

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 multisport 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*, the management of test results, and the conduct of hearings 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.

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

Prohibited Substance: Any substance, or class of substances, so described on the *Prohibited List*.

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 5.6 and the International Standard for Testing and Investigations.

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 *TUEs*, the conduct of hearings, and the conduct of educational programs at a regional level.

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

Signatories: Those entities signing the *Code* and agreeing to comply with the *Code*, as provided in Article 23.

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

TUE: Therapeutic Use Exemption, as described in Article 4.4.

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.

4.2 Defined terms from the International Standard for Testing and Investigations that are used in the International Standard for Code Compliance by Signatories:

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) another organization (for example, a third party contractor) to whom the *Testing Authority* has delegated or sub-contracted such responsibility (provided that 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 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*.

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~~[Article](#) 4 of the International Standard for Testing and Investigations.

Testing Authority: The organization that has authorized a particular *Sample* collection, whether (1) an *Anti-Doping Organization* (for example, the International Olympic Committee or other *Major Event Organization*, *WADA*, an *International Federation*, or a *National Anti-Doping Organization*); or (2) another organization conducting *Testing* pursuant to the authority of and in accordance with the rules of the *Anti-Doping Organization* (for example, a *National Federation* that is a member of an *International*

[Federation](#)).

4.3 Defined terms specific to the International Standard for Code Compliance by Signatories†

Aggravating Factors: Applicable only in cases involving non-compliance with one or more Critical requirements, 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; or any other factor that aggravates the Signatory's failure to comply with the Code and/or International Standards.

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 a Signatory, as set out in the Code and/or the International Standards.

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 be *Code* compliant.

~~**Category 1 (Important):** As further described in Annex A, a case involving one or more instances of non-compliance that are considered to be important but not high priority or critical.~~

~~**Category 2 (High Priority):** As further described in Annex A, a case involving one or more instances of non-compliance that are considered to be high priority but not involving any instances of non-compliance that are considered to be critical.~~

~~**Category 3 (Critical):** As further described in Annex A, a case involving one or more instances of non-compliance that are considered to be critical, and/or other features that make it a case of non-compliance of the most serious kind.~~

Approved Third Party: One or more Anti-Doping Organizations and/or service providers 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.

Code Compliance: Compliance with all of the requirements in the *Code* and/or the *International Standards* that apply to the *Signatory* in question.

Compliance Audit: A formal assessment conducted by WADA of all or part of a *Signatory's Anti-Doping Program*, in accordance with Article 8.7.

Code Compliance Questionnaire: A self-assessment survey issued by WADA in the form of a questionnaire that enables a *Signatory* to satisfy its *Code* obligation to report to WADA on its *Code Compliance*.

Compliance Review Committee (or CRC): As described in Article 6.2.1.

Corrective Action Plan: A plan setting out what a *Signatory* shall do, within set timelines, to correct *Non-Conformities* identified by WADA. in a Corrective Action Report.

Corrective Action Report: A report produced by ~~the WADA Compliance Taskforce~~ that identifies *Non-Conformities* by a *Signatory* and the corrective actions that the *Signatory* must take to correct them within set timelines. The 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 completing the corrective actions and strengthening its Anti-Doping Program.

Critical: A requirement that is considered to be critical to the fight against doping in sport. See Annex A for examples.

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 accordance with Article 9.3.3, however, such events shall not in any circumstances include lack of resources on the part of the *Signatory*, changes in elected officials or personnel, or any interference or failure to provide support or other act or omission by any governmental or public agency.

~~**Fine:** A monetary penalty payable to WADA in an amount calculated as set out in Annex C.~~

~~**Independent Tribunal:** A tribunal of one or more independent and experienced arbitrators established to provide *Code Signatories* with an efficient and independent means to resolve disputes in relation to decisions made by WADA on a *Signatory's* compliance with the *Code* and/or the *International Standards*. The seat of the Independent Tribunal shall be in Lausanne, Switzerland and the venue of its hearings shall be in Lausanne unless otherwise agreed. The arbitration rules and other procedural aspects of the Independent Tribunal shall be adopted by the WADA Foundation Board. Any subsequent amendments thereto shall be made by the WADA Executive Committee.~~

High Priority: A requirement that is considered to be high priority but not Critical in the fight against doping in sport. See Annex A for examples.

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

Other: 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.

Non-Conformity: ~~An instance where~~Where a *Signatory* is not complying with the *Code* and/or the *International Standards* but the opportunities provided in the International Standard for Code Compliance by *Signatories* for correcting the Non-Conformity/Non-Conformities have not yet expired and so WADA has not yet formally asserted that the *Signatory* is non-compliant.

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 by meeting all of the conditions imposed in accordance with Article 12 for reinstatement of its name to the list of Code-compliant *Signatories* (and **Reinstated** shall be interpreted accordingly).

~~**Relevant Sports Organization:** Where the *Signatory Consequences* imposed on a non-compliant *Signatory* include a period of ineligibility for its representatives to hold any office of or position as a member of the board or committees or other bodies of any Relevant Sports Organization, this term encompasses the International Olympic Committee, the International Paralympic Committee, Major Event Organizations, National Anti-Doping Organizations, associations of National Anti-Doping Organizations, associations of National Olympic Committees, and International Federations and associations of International Federations, but excludes the actual *Signatory* on which the *Signatory Consequences* are being imposed.~~

Representatives: Officials, directors, officers, employees, and committee members ~~and other representatives~~ 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*.

Signatory Consequences: One or more of the consequences set out in Article 11.1 that may be imposed on a *Signatory* as a result of its failure to comply with the *Code* and/or the *International Standards*.

Special Monitoring: Where, as part of the *Signatory 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* ~~pending Reinstatement~~, to ensure that the *Signatory* is carrying out those activities in a compliant manner.

Supervision: Where, as part of the *Signatory Consequences* imposed on a non-compliant *Signatory*, ~~one or more third parties approved by WADA takes partial or total control (as directed by WADA) of an~~ Approved Third Party oversees and supervises the *Signatory's* *Anti-Doping Activities*, as directed by WADA, at the *Signatory's* expense ~~until WADA considers that the Signatory is in a position to implement such Anti-Doping Activities itself in a compliant manner.~~ (and Supervise shall be interpreted accordingly).

Takeover: Where, as part of the Signatory 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.

WADA Auditor: A suitably experienced *WADA* staff member or ~~an~~ external anti-doping specialist that has been trained by *WADA* to collect information in support of the ~~overall~~ assessment of a *Signatory's* *Code* Compliance.

~~WADA Compliance Taskforce:~~ ~~As described in Article 6.1.1.~~

WADA Privileges: The benefits listed at Article 11.1.1.1.

4.4 Interpretation

4.4.1 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.

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

4.4.3 The comments annotating various provisions of the International Standard for Code Compliance by Signatories shall ~~also~~ be used to guide its interpretation and application.

4.4.4 Unless otherwise specified, (a) references to Sections and Articles are references to Sections and Articles of the International Standard for Code Compliance by Signatories; and (b) references to days are to calendar days, not working/business days.

4.4.5 The Annexes to the International Standard for Code Compliance by Signatories have the same mandatory status as the rest of the International Standard for Code Compliance by Signatories.

~~**4.4.6** If and to the extent that it is decided to transfer competence for compliance matters from the *WADA* Foundation Board to the *WADA* Executive Committee, then to that extent references in the International Standard for Code Compliance by Signatories to the *WADA* Foundation Board shall be deemed to be references to the *WADA* Executive Committee.—~~

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

5.0 Objective

5.1 The objective of Part Two of the International Standard for Code Compliance by Signatories is to ensure that *Signatories* deliver harmonized, coordinated and effective Anti-Doping Programs ~~at the international and national level~~ within their respective spheres of responsibility, so that there is fair competition and a level playing field wherever sport is played.

5.2 The focus of WADA's compliance monitoring program is on dialogue and communication with *Signatories*, assisting them in ~~the~~ their efforts to ensure full Code compliance 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 ~~(if not corrected)~~ 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, as well as setting out a clear pathway to Reinstatement.

6.0 WADA's Compliance Monitoring Program

6.1 Operational Oversight of Code Compliance

6.1.1 Operational oversight of Code Compliance is provided by ~~the WADA Compliance Taskforce~~ Management through an internal WADA working group consisting of staff from different WADA departments.

6.1.2 ~~The WADA Compliance Taskforce~~ Management is responsible for coordinating and directing the development of all activities related to WADA's Code Compliance monitoring program in coordination with the Compliance Review Committee, and in accordance with any prioritization of effort approved by the Compliance Review Committee further to Article 8.2. This includes:

6.1.2.1 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 7);

6.1.2.2 using all tools at ~~its~~ WADA's disposal to monitor Code Compliance by *Signatories*, including but not limited to *ADAMS*, Code Compliance Questionnaires, Mandatory Information Requests, Compliance Audits, and any other relevant information received or collected by WADA (see Article 8);

6.1.2.3 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 timelines (see Article 9);

6.1.2.4 assessing the effectiveness of the *Signatory's* corrective actions, deciding on referral of matters to the CRC, providing reports with relevant supporting information to facilitate CRC discussions, and implementing and following up on CRC recommendations (see Article 10);

6.1.2.5 where a *Signatory* fails to correct the Non-Conformities within the required timeframe, and following the recommendation of the Compliance Review Committee, obtaining ~~WADA Foundation Board~~ the approval of WADA's Executive Committee to notify the *Signatory* formally of the alleged non-compliance, ~~to specify with~~ such notice also specifying the Signatory Consequences that WADA considers should apply for such non-compliance, and ~~specifying~~ the conditions that WADA considers the *Signatory* should have to satisfy in order to be Reinstated (see Articles 10, 11 and 12); and

6.1.2.6 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 12).

6.2 Independent Review and Recommendations

6.2.1 The Compliance Review Committee is an independent, non-political ~~body that receives and reviews reports from the WADA Compliance Taskforce on compliance matters~~ WADA Standing Committee that oversees WADA's Code Compliance monitoring efforts and enforcement activities, and provides advice, ~~guidance~~ and recommendations on such matters to ~~the WADA Foundation Board~~ WADA's Executive Committee.

~~[Comment to Article 6.2.1: 6.2.1.1~~ The CRC is ~~constituted as a WADA Standing Committee~~ governed by its own by-laws, in order to ensure the independence, political neutrality and specialization of its members that underpin the credibility of its work. The by-laws include strict conflict of interest provisions that require CRC

members to declare any potential conflicts of interest and to exclude themselves from all deliberations of the CRC in any matter in which they may have a conflict of interest.⁷

6.2.2 The CRC follows standardized procedures encompassing review, assessment, communication, and the making of recommendations to ~~the WADA Foundation Board~~WADA's Executive Committee on matters relating to Code Compliance and Reinstatement. These procedures (see Articles 9 and 10) are designed to support a transparent, objective, and consistent approach to the assessment and enforcement of Code Compliance.

6.2.2.1 Where ~~the WADA Compliance Taskforce~~Management reports apparent Non-Conformities to the CRC, a procedure is followed that gives the *Signatory* in question time and opportunity to explain and address the Non-Conformities within a specified timeframe and so ~~restore itself to~~achieve full Code Compliance (see Article 9).

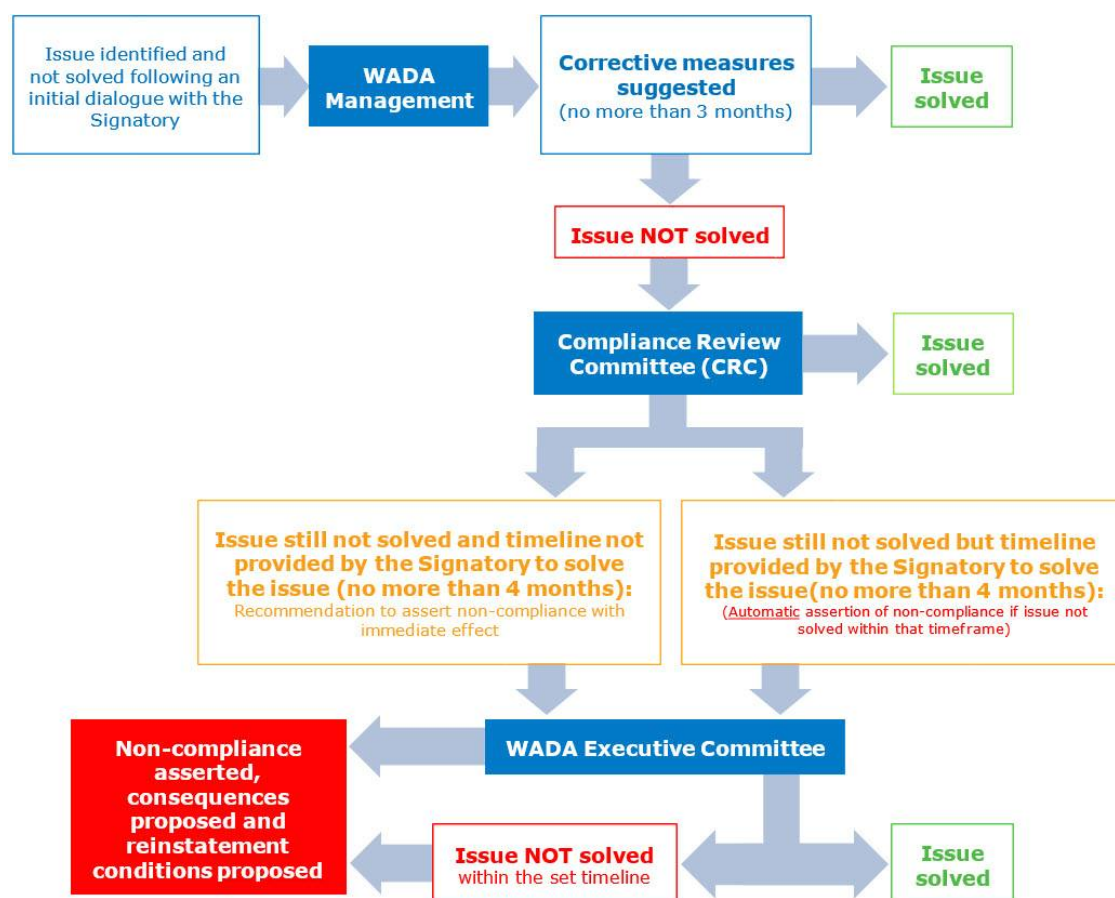
6.2.2.2 ~~It is only if~~If the *Signatory* does not correct the Non-Conformities within the framework of that procedure ~~that~~, the CRC will review the case in detail and decide whether to recommend to ~~the WADA Foundation Board that~~ WADA's Executive Committee that a formal notice be issued to the *Signatory* ~~be notified of its alleged non-compliance. In such cases, the CRC will also recommend appropriate, (a) asserting that the~~ Signatory is non-compliant; (b) proposing Signatory Consequences for such non-compliance in accordance with Article ~~11. In addition, the CRC will also recommend~~11; and (c) proposing conditions that ~~it considers~~ the *Signatory* should be required to satisfy in order to be Reinstated, in accordance with Article 12.

~~6.2.2.3 Where applicable, the WADA Compliance Taskforce reports to the CRC on the Signatory's implementation of the Reinstatement conditions, and the CRC then makes recommendations to the WADA Foundation Board as to whether or not the Signatory has satisfied those conditions and should be Reinstated.~~

6.3 Enforcement Procedures

6.3.1 In accordance with *Code* Article 23.5.4, upon the recommendation of the CRC, ~~the WADA Foundation Board~~WADA's Executive Committee may decide that a *Signatory* should be formally notified of its alleged non-compliance with the *Code* and/or the *International Standards*, with such notice also specifying the Signatory Consequences that *WADA* considers should apply for such non-compliance, and the conditions that *WADA* considers the *Signatory* should have to satisfy in order to be Reinstated.

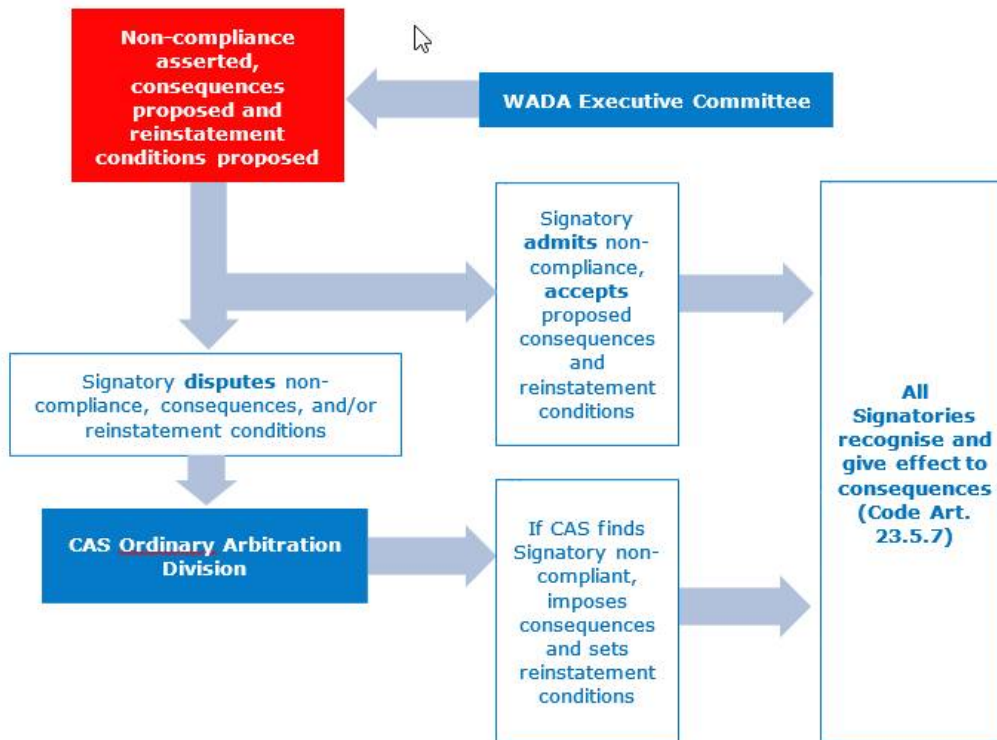
Figure One: Process following identification of Non-Conformity



6.3.2 If the *Signatory* accepts or does not dispute the contents of that notice within ~~fourteen~~twenty-one days of its receipt, the allegation of non-compliance will be deemed admitted and the consequences and reinstatement conditions will be deemed accepted, and the notice will automatically become a final decision enforceable with immediate effect in accordance with ~~Code Article 23.5.7~~Code Article 23.5.9. If the *Signatory* disputes any part of the notice, ~~then~~ the dispute will be resolved by ~~an Independent Tribunal, with a right of appeal to CAS against the Independent Tribunal's decision. Alternatively, if all parties agree, the dispute may go straight to CAS for resolution, without any initial hearing before the Independent Tribunal (see Code Article 23.5.6).~~CAS in accordance with Code Article 23.5.7.

6.3.3 Once the notice is accepted as a final decision by the Signatory, or (if disputed) once a final decision is reached~~issued~~ by CAS, in accordance with ~~Code Article 23.5.7~~Code Article 23.5.9 that decision shall be applicable worldwide and shall be recognized, respected and given effect by all other *Signatories* in accordance with their authority and within their respective spheres of responsibility.

Figure Two: Process following formal assertion of non-compliance



6.4 Reinstatement Procedures

6.4.1 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.

6.4.2 If WADA's Executive Committee asserts that a Signatory has not yet satisfied its Reinstatement conditions and so should not yet be Reinstated, if the Signatory disputes that assertion, the dispute will be resolved by CAS in accordance with Code Articles 23.5.6 to 23.4.9. In accordance with Code Article 23.5.9, CAS's decision shall be applicable worldwide and shall be recognized, respected and given effect by all other Signatories in accordance with their authority and within their respective spheres of responsibility.

7.0 WADA's Support for Signatories' Efforts to Achieve/Maintain Code Compliance

7.1 Objective

7.1.1 WADA's priority is to support *Signatories* in ~~enhancing~~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 defence or excuse that others did not help the *Signatory* to comply. However, WADA will use all reasonable endeavours to provide support and assistance to *Signatories* seeking to achieve, maintain or restore full Code Compliance, ~~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.~~

7.2 Operational and Technical Support

7.2.1 WADA will provide operational and technical support to *Signatories* to assist them to achieve, maintain, or (where applicable) return to full Code Compliance. ~~In accordance with Article 12.2.1.4, WADA is entitled to request reimbursement from the Signatory for costs incurred for WADA activities that go beyond WADA's routine Code compliance monitoring activities.~~ 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.

7.2.2 By way of illustration, WADA has developed 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:

~~7.2.2.1~~ ~~the Code and the International Standards;~~

7.2.2.1 ~~7.2.2.2~~ Technical Documents, such as the Technical Document for Sport Specific Analysis;

7.2.2.2 ~~7.2.2.3~~ model rules for the implementation of the *Code* and the *International Standards* within the *Signatory's* area of competence;

7.2.2.3 ~~7.2.2.4~~ guideline documents covering the implementation of various components of an effective Anti-Doping

Program, including (without limitation) *Testing, TUEs*, results management, education, and intelligence and investigations;

[7.2.2.4](#) ~~7.2.2.5~~ template documents and forms; and

[7.2.2.5](#) ~~7.2.2.6~~ online educational tools.

~~7.2.3 A Signatory may also seek assistance from another Signatory to help it achieve full Code Compliance. WADA will seek to assist Signatories in setting up such partnerships, including providing further information and guidelines on partnership agreements on its website.~~

7.2.3 ~~7.2.4~~ In addition, WADA has [also](#) developed the [Code Compliance Questionnaire](#) [and the Compliance Audit program, which are designed](#) to help *Signatories* to identify ~~areas~~ [Non-Conformities](#) in their *Anti-Doping Programs* ~~that are in need of improvement, as outlined in Article 8.5. 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](#), [its Compliance Audit program](#), and all other aspects of its compliance monitoring program, including information sessions; a dedicated section of its website where materials relevant to the compliance monitoring program will be posted, including answers to Frequently Asked Questions; and any other support resources.

[7.2.4](#) ~~A Signatory may seek assistance from another Signatory to help it achieve full Code Compliance. WADA will seek to assist Signatories in setting up such partnerships, including providing further information and guidelines on partnership agreements on its website.~~ [A Signatory may also appoint a third party to carry out Anti-Doping Activities on its behalf. In accordance with Article 9.3.3.2, however, the Signatory shall always remain fully liable for any Non-Conformities arising as a result, and shall ensure that it is able to require the third party to cooperate in full with \(and to enable it to cooperate in full with\) all of WADA's compliance monitoring efforts.](#)

7.2.5 As set out in Article 9, when [Non-Conformities](#) are identified, [whether in a completed Code Compliance Questionnaire or in a Compliance Audit or otherwise,](#) the focus of ~~the~~ [WADA Compliance Taskforce Management](#) will be on assisting the *Signatory* in question through dialogue and support ~~to enhance the effectiveness of its Anti-Doping Program and so~~ to achieve full [Code Compliance](#). The *Signatory* will be given adequate opportunity to address and correct the [Non-Conformities](#), including (if necessary) [by WADA providing a Corrective Action Report that sets out which corrective actions are required, and deadlines for their completion.](#) ~~specifies set timelines 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 provided by a Signatory and provide comments as necessary to ensure that it is fit for purpose.

8.0 Monitoring Signatories' Compliance Efforts

8.1 Objective

8.1.1 In accordance with its obligation under Code Article 20.7.2 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. It also assesses whether Signatories are implementing their rules, regulations and legislation through ~~effective~~ Anti-Doping Programs that meet all of the requirements of the Code and the International Standards. The purpose of this Section 8 of the International Standard for Code Compliance by Signatories is to set out the standards that will govern these monitoring activities. The objective will always be to make the process as efficient and cost-effective as possible.

8.2 Prioritization Between Different Signatories

8.2.1 The following parties are all Signatories to the Code:

8.2.1.1 the International Olympic Committee and the International Paralympic Committee;

8.2.1.2 other Major Event Organizations;

8.2.1.3 ~~8.2.1.2~~ International Federations;

8.2.1.4 ~~8.2.1.3~~ National Olympic Committees and National Paralympic Committees;

8.2.1.5 ~~8.2.1.4~~ National Anti-Doping Organizations; ~~8.2.1.5~~ Major Event Organizations; and

8.2.1.6 various other organizations listed on WADA's website, including but not limited to associations of National Olympic Committees, associations of International Federations, organizations for athletes with an impairment, and national Commonwealth Games Associations.

8.2.2 Given the large number of Signatories and WADA's limited resources, the ~~WADA Compliance Taskforce may decide~~ CRC may approve proposals by WADA Management to prioritize the monitoring for Code Compliance (a) of ~~certain Signatories, and/or~~ certain categories of Signatories, for Code Compliance. ~~In addition, the WADA Compliance Taskforce shall decide which Signatories will undergo a Compliance Audit to assess their Code Compliance. WADA may also enlist the support of other~~

bodies to assist it in its monitoring tasks, based on the scope of the Anti-Doping Activities required of such categories of Signatories under the Code; 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 such assessment:

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

8.2.2.2 (where the Signatory is an International Federation) participation of the Signatory in the Olympic and/or Paralympic Games;

8.2.2.3 performances by Athletes from a particular country in International Events;

8.2.2.4 a history of doping in a particular country or a particular sport/discipline;

8.2.2.5 a Signatory's response to a Mandatory Information Request or a Code Compliance Questionnaire;

8.2.2.6 receipt of credible intelligence or the results of an investigation suggesting there may be significant Non-Conformities in the Signatory's Anti-Doping Program;

8.2.2.7 a Signatory's breach of Critical or High Priority requirements under the Code or an International Standard;

8.2.2.8 a Signatory's failure to implement recommendations following collaboration programs in which WADA acted as a facilitator or a party;

8.2.2.9 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);

8.2.2.10 (where the Signatory is a NADO or a National Olympic Committee acting as a NADO) the fact that the Signatory's country is bidding to host or has won the right to host a WADA-accredited laboratory or a major sporting event;

8.2.2.11 where a Signatory that has been found to be non-compliant is seeking to be Reinstated; and/or

a request by WADA's Executive Committee and/or the WADA Foundation Board.

8.2.3 Code Article 20 requires International Federations, National Olympic Committees and National Paralympic Committees to monitor and

enforce Code compliance by their members/recognized bodies. Accordingly, WADA will not actively monitor Code compliance by those members/recognized bodies, but rather will expect the Signatories in question to do so. If in the course of its monitoring activities WADA obtains intelligence of apparent non-compliance with the Code by a member/recognized body of such Signatory, it will provide that intelligence to the Signatory for appropriate follow-up and action in accordance with its obligations under the Code.

8.2.4 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 asserting non-compliance and proposing imposition of Signatory Consequences), while giving Signatories additional opportunity to take corrective action to ensure compliance with the remaining requirements. The greatest priority will be given to pursuing the imposition of appropriate Signatory Consequences in cases involving non-compliance with Critical requirements with Aggravating Factors.

8.2.5 WADA may also enlist the support of other bodies to assist it in its monitoring tasks.

8.2.6 ~~8.2.3~~ For the avoidance of doubt, a Signatory shall remain 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 ~~and/or included in the Compliance Audit program~~ by WADA.

8.3 Cooperation With Other Bodies

8.3.1 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 ~~is~~ will be to facilitate and maximize the efficacy of WADA's own efforts in monitoring Code Compliance by Signatories.

8.3.2 Such cooperation may include (without limitation) co-ordinating with the other body's compliance monitoring activities in relation to a specific country (e.g., joint site visits, co-ordinated questionnaires), exchange of relevant information that may be of assistance in such activities, and co-ordinating actions aimed at assisting and encouraging compliance by relevant parties.

8.4 WADA's Monitoring Tools

8.4.1 WADA may make use of ~~any and~~ all proper and legal means at its disposal to monitor Code Compliance by *Signatories*, including (without limitation):

8.4.1.1 requiring each *Signatory*, in accordance with *Code* Article 23.5.2, to complete and submit Code Compliance Questionnaires and/or other reports on its Code ~~compliance~~ Compliance within reasonable and clearly communicated timelines. Such reports shall provide ~~accurate and complete~~ all information ~~to~~ requested by WADA ~~on any~~ accurately and ~~all Non-Conformities~~ completely, explain the reasons for ~~such any~~ Non-Conformities identified, and ~~identify~~ describe the efforts the *Signatory* has made and/or proposes to make to correct such Non-Conformities;

~~[Comment to Article 8.4.1.1: Where the Signatory is a Major Event Organization, WADA may ask it to complete and submit a Code Compliance Questionnaire in advance of the Event, describing the Anti-Doping Program it proposes to put in place for the Event, so that any Non-Conformities can be identified and corrected in advance, and to help WADA decide whether to conduct an Independent Observer Program at the Event.]~~

8.4.1.2 conducting Compliance Audits of *Signatories'* ongoing Anti-Doping Programs, in accordance with Article 8.7, in order to assess their Code Compliance, to identify and categorize Non-Conformities, and to identify corrective actions required to ~~ensure~~ correct the Non-Conformities and so achieve full Code Compliance;

8.4.1.3 conducting effective Independent Observer Programs (a) at the Olympic Games and at the Paralympic Games, ~~as well as at other selected Events, and (b) (at the cost of the Event organizer)~~ at other selected Events;

8.4.1.4 reviewing the adequacy of Signatories' responses to recommendations 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;

8.4.1.5 ~~8.4.1.4~~ reviewing the following key documents:

(a) *Signatories'* ~~legislation,~~ rules and regulations (and/or relevant legislation, if that is how the Code has been implemented in a particular country);

(b) *Signatories'* risk assessments and test distribution plans ~~supplied~~ provided in accordance with *Code* Article 5.4.2;

(c) *Signatories'* annual statistical reports of their respective *Doping Control* activities ~~supplied~~ provided in accordance with *Code* Article 14.4;

(d) *Doping Control* forms, *TUE* decisions, and other data filed in *ADAMS*; ~~(including assessing compliance with requirements to file such information in *ADAMS* within specified timeframes, and reviewing *TUE* decisions for compliance with the International Standard for Therapeutic Use Exemptions);~~

(e) reports 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

(f) ~~(e)~~ any other documents or data requested by ~~the~~ WADA ~~Compliance—Taskforce~~Management from the Signatory;

8.4.1.6 ~~8.4.1.5~~ reviewing results management decisions made by *Signatories* and communicated to *WADA* in accordance with *Code* Articles 7.10 and 14.1.4 and under Article 12.4.3 of the International Standard for Testing and Investigations, including decisions by *Signatories*:

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

(b) not to bring an *Adverse Analytical Finding* or an *Adverse Passport Finding* forward as an anti-doping rule violation;

(c) not to bring whereabouts failures or other apparent violations forward as anti-doping rule violations;

(d) to withdraw the assertion of an anti-doping rule violation; and

(e) to agree on the outcome of proceedings asserting an anti-doping rule violation without first holding a hearing;

~~[Comment to Article 8.4.1.5: Save~~ provided that, save in exceptional cases, *WADA* will not ~~usually~~ assert that a *Signatory* is non-compliant based solely on a single non-compliant results management decision ~~that is overturned on appeal~~. Instead, *WADA* will ~~usually only act if there is a pattern of non-compliant and/or delayed~~ (1) notify the Signatory within a reasonable period following receipt of the decisions of results management decisions that WADA considers to be non-compliant; and (2) only take further action against the Signatory for non-compliance if, notwithstanding such notification, a material number of results management decisions issued by a that Signatory, continue to be non-compliant;

8.4.1.7 ~~8.4.1.6~~—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 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*, whistleblowers, the media, and members of the public);

8.4.1.8 ~~8.4.1.7~~—using the powers given to WADA under *Code* Article 10.6.1 to encourage *Athletes* and other *Persons* to provide information in relation to non-compliance by *Signatories*;

8.4.1.9 ~~8.4.1.8~~—~~getting asking~~ WADA’s Intelligence and Investigations Department to follow up on intelligence regarding, and/or to investigate potential instances of ~~Signatory,~~ non-compliance ~~with the Code and/or the International Standards~~ by Signatories; and

8.4.1.10 ~~8.4.1.9~~—using any other relevant and reliable information or data available to it.

8.4.2 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 only to monitor *Code Compliance* and not for any other purpose.

8.5 Code Compliance Questionnaires

8.5.1 *Code* Article 23.5.2 requires *Signatories* to report to WADA on their *Code compliance* when requested by ~~the WADA Foundation Board’s~~ Executive Committee.

8.5.2 As and when determined by ~~the WADA Foundation Board~~ WADA’s Executive Committee on the recommendation of the CRC (which will not be more than once every three years, unless exceptional circumstances arise), WADA will send Code Compliance Questionnaires to *Signatories* to enable them to self-assess and self-report on their Code compliance 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.

8.5.3 WADA will specify a reasonable deadline for return of the completed Code Compliance Questionnaire, including any accompanying documentation. It will send reminders to *Signatories* as the deadline approaches.

8.5.3.1 Where the Signatory is a Major Event Organization, WADA may ask it to complete and submit a Code Compliance Questionnaire in advance of the Event, describing the Anti-Doping Program it proposes to put in place for the Event, so that any Non-Conformities can be identified and corrected in advance.

8.5.4 Further to Code Article 23.5.3, a failure by a Signatory to return an accurate and complete Code Compliance Questionnaire to WADA by the specified deadline is itself ~~an instance of non-compliance~~ a failure to comply with Code Article 23.5.2 that will trigger the process outlined in Article ~~9.2.9.2.6.~~

8.5.5 ~~Upon receipt of a completed Code Compliance Questionnaire,~~ WADA will review the information provided in the completed Code Compliance Questionnaire to assess the Signatory's degree of ~~Code compliance~~ Compliance. WADA ~~may~~ shall seek to verify a Signatory's responses to specific questions in the Code Compliance Questionnaire by reference to information obtained from ~~different~~ other, reliable sources, such as data filed in ADAMS, and independent investigation reports, ~~and other reliable sources~~. WADA will discuss any apparent discrepancies between the Signatory's responses and such data with the Signatory prior to drawing any conclusions.

8.5.6 Where WADA determines that the Code Compliance Questionnaire does not reveal any Non-Conformities, the Signatory will be duly notified in writing.

8.5.7 ~~[Comment to Article 8.5.6: If WADA later determines that~~ If in fact there are (and were at the time) Non-Conformities, ~~its that WADA was not able to identify in its review of the Signatory's completed Code Compliance Questionnaire, WADA's~~ original conclusion shall not constrain in any way ~~WADA's~~ its ability to take the steps specified in this International Standard for Code Compliance by Signatories to have the Non-Conformities corrected by the Signatory ~~within the specified timeframe.~~

8.5.8 ~~8.5.7~~ 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 9.2 that ~~lists~~ identifies the Non-Conformities and categorizes them as ~~Category 1 (Important), Category 2 (Critical, High Priority), or Category 3 (Critical), as appropriate~~ Other. The Signatory must complete the corrective actions within the set timelines specified in the Corrective Action Report.

8.6 Mandatory Information Requests

8.6.1 Independently of any other monitoring activity, where WADA receives information indicating that a Signatory may not be ~~fully Code compliant, the~~ complying with Critical or High Priority requirements, WADA ~~Compliance Taskforce~~ Management may send the Signatory a Mandatory Information Request requiring it to provide information ~~to enable the WADA Compliance Taskforce~~ that enables WADA to confirm the actual

position. WADA shall only request information that is necessary for WADA to assess the Signatory's degree of Code compliance. Code Compliance effectively, and that is not already available to WADA through other sources (such as ADAMS). The request will explain why the WADA Compliance Taskforce Management is asking for this information and will specify the deadline for the Signatory to provide this information (which deadline shall be fifteen business days for urgent matters, and longer for matters that are less urgent).

8.6.2 ~~The WADA Compliance Taskforce 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 9.2, which the *Signatory* must address within the period specified in ~~that Article~~ the Corrective Action Report.

8.6.3 If the *Signatory* fails to provide the required response to a Mandatory Information Request by the specified deadline, ~~the WADA Compliance Taskforce will give the Signatory a further three-month deadline to respond. This further three-month deadline will not be extended again, save in exceptional cases, where the Signatory establishes that an Event of Force Majeure will make it impossible to meet the deadline.~~ Article 9.2.6 will apply.

~~**8.6.4** A Signatory's failure to provide the required response to a Mandatory Information Request by the further three-month deadline shall be referred to the CRC in accordance with Article 9.3.~~

8.7 The Compliance Audit Program

~~**8.7.1** With the input of the CRC, the WADA Compliance Taskforce will decide which Signatories should undergo a Compliance Audit. 8.7.1.1~~

~~Factors that may trigger a Compliance Audit shall include (without limitation):~~ WADA Management will decide (subject to CRC oversight) which Signatories shall undergo a Compliance Audit. Factors that may trigger a Compliance Audit shall include (without limitation) the factors listed at Article 8.2.2. Signatories may also be selected for a Compliance Audit based on any other relevant reason or credible intelligence collected or received by WADA.

~~(a) the Signatory's response to a Mandatory Information Request or a Code Compliance Questionnaire;~~

~~(b) receipt of intelligence or the results of an investigation suggesting weaknesses and/or apparent Non-Conformities in the Signatory's Anti-Doping Program;~~

~~(c) a Signatory's breach of its obligations under the Code or an International Standard;~~

~~(d) — a Signatory's failure to implement recommendations following collaboration programs in which WADA acted as a facilitator or a party;~~

~~(e) — performances by Athletes from a particular country in international sporting events;~~

~~(f) — a history of doping in a particular country or a particular sport;~~

~~(g) — (where the Signatory is a NADO or a National Olympic Committee acting as a NADO) the fact that the Signatory's country is seeking to host or has won the right to host a WADA accredited laboratory or a major sporting event;~~

~~(h) — where a Signatory that has been found to be non-compliant is seeking to be Reinstated; and/or~~

~~(i) — a request by the WADA Executive Committee and/or the WADA Foundation Board.~~

~~8.7.1.2 With the input of the CRC, the WADA Compliance Taskforce may also select Signatories for a Compliance Audit based on any other relevant reason or intelligence collected or received.~~

8.7.2 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 via an exchange of written information initiated by a request from WADA, such as a Mandatory Information Request.

8.7.3 In each case, the *Signatory* shall cooperate with WADA and the WADA audit team in all aspects of the Compliance Audit. Any lack of cooperation may be referred ~~to the WADA Compliance Taskforce for discussion and subsequently~~ by WADA Management to the CRC for consideration as a potential Non-Conformity.

8.7.4 Arranging an in person Compliance Audit:

8.7.4.1 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 ~~will~~ proposes to visit the *Signatory's* offices to conduct the audit. ~~Once the dates are confirmed, WADA will send an audit plan providing guidance on the scope of the audit to be conducted and on how to prepare for the audit visit (which is usually 2-3 days in duration).~~ The dates identified should give the *Signatory* at least ~~twenty business days~~ one month to prepare for the audit visit ~~(which is usually 2-3 days in duration).~~

8.7.4.2 The *Signatory* has ~~ten—business~~twenty-one 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*. The *Signatory* cannot refuse to be audited, and if it does not cooperate in finding appropriate dates then ultimately *WADA* may specify the dates on which the audit visit will take place.

8.7.4.3 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.

8.7.4.4 ~~8.7.4.3~~ At least ten business days prior to the audit visit, the lead auditor should communicate directly (e.g., by teleconference 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.

~~8.7.4.4 In certain circumstances, it may be inappropriate to inform a Signatory in advance of a Compliance Audit (e.g., where there are reports of gross misconduct or serious and deliberate non-compliance by a Signatory; and/or where there is a risk that records may be destroyed if advance notice is received). In such circumstances, the WADA Compliance Taskforce may arrange for an in-person Compliance Audit to take place without prior advance notice to the Signatory.~~

8.7.5 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 office facilities for the *WADA* audit team to carry out their audit.

8.7.6 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 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 the *Signatory* may have in relation to the audit.

8.7.7 During the Compliance Audit, the audit team will assess the *Signatory's* Anti-Doping Program using information held on file 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 ~~it~~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 ~~that the audit team may require in order to carry out~~required to complete the Compliance Audit.

8.7.8 At the closing meeting, the audit team will verbally present its preliminary findings to the Signatory, including identifying any apparent Non-Conformities (focusing on ~~those that are considered high priority or critical~~apparent Non-Conformities with Critical and High Priority 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 ~~having to wait~~waiting for the Corrective Action Report. Following completion of the audit, the lead auditor will present the audit findings in a draft Corrective Action Report to ~~the WADA Compliance Taskforce~~Management. As soon as practicable thereafter, a final Corrective Action Report will be issued to the *Signatory* in accordance with Article 9.2.

8.7.9 WADA will pay the costs of the Compliance Audit in the first instance, subject to potential reimbursement by the *Signatory* in accordance with Article 12.2.1.4.

8.7.10 WADA may publish on its website a list of *Signatories* that ~~will be undergoing or~~ have undergone a Compliance Audit. Once ~~the an~~ audit is complete, and the *Signatory* in question has received the final ~~audit report~~Corrective Action Report, WADA may publish a summary of the audit outcomes.

9.0 Giving *Signatories* the Opportunity to Correct Non-Conformities

9.1 Objective

9.1.1 When Non-Conformities are identified (by whatever means), the objective will be to assist the *Signatory* in question through dialogue and support to correct the Non-Conformities and so ~~enhance the effectiveness of its Anti-Doping Program and~~ achieve and maintain full Code Compliance.

9.1.2 This Section 9 of the International Standard for Code Compliance by Signatories sets out the procedures that WADA will ~~be followed~~follow in giving the *Signatory* adequate opportunity to address and correct the Non-Conformities identified. Those procedures are presented in flow-chart format at ~~Figure One~~Figures One and Two (in Article 6.3, above).

~~Figure One: Procedures Followed Upon Identification of Non-Conformity~~

9.2 Corrective Action Reports and Corrective Action Plans

9.2.1 Where the *Signatory's* rules, or regulations (or applicable legislation, where that is the means that has been used to implement the Code) are not compliant with the *Code*, ~~the WADA Compliance Taskforce Management~~ will give the *Signatory* written notice of the Non-Conformities and a three-month deadline to correct them (or to provide draft corrections and a confirmed calendar for their adoption).

9.2.2 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, a Compliance Audit or otherwise), ~~the WADA Compliance Taskforce Management~~ will send the *Signatory* a Corrective Action Report that:

9.2.2.1 identifies Non-Conformities with requirements that are considered to be ~~Category 1 (Important)~~Critical, which the *Signatory* must correct within a timeframe specified by WADA of no more than ~~nine~~three months; and/or

9.2.2.2 identifies Non-Conformities with requirements that are considered to be ~~Category 2 (High Priority)~~, which the *Signatory* must correct within a timeframe specified by WADA of no more than six months; and/or

9.2.2.3 identifies Non-Conformities ~~that are considered to be Category 3 (Critical)~~with Other requirements, which the *Signatory* must correct within a timeframe specified by WADA of no more than ~~three~~nine months;

save that if the *Signatory* is a Major Event Organization, then the above timeframes will not apply. Instead the matter will be addressed in accordance with the fast track procedures set out at Article 9.4.

9.2.3 Having sent the Corrective Action Report, ~~the WADA Compliance Taskforce Management~~ will establish a dialogue with the *Signatory* (or ask the relevant *WADA* Regional Office to do so) to ensure ~~that the *Signatory* has received the Corrective Action Report, and that the *Signatory* understands what it needs to do next in terms of planning and implementing the necessary corrective actions to correct each Non-Conformity.~~

9.2.4 The Corrective Action Report will include within it a Corrective Action Plan section 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 highly recommended. If the *Signatory* provides ~~its~~a Corrective Action Plan to ~~the WADA Compliance Taskforce or the WADA Regional Office (as applicable), then the WADA, WADA Compliance~~

~~Taskforce~~ will review that plan to confirm it is fit for purpose, and if not then will assist the *Signatory* to make it fit for purpose.

9.2.5 ~~The WADA Compliance Taskforce~~Management will monitor the *Signatory's* progress (including against the Corrective Action Plan, if one has been provided) in correcting the Non-Conformities identified in the Corrective Action Report.

9.2.6 If a *Signatory* does not correct all Non-Conformities satisfactorily by the ~~deadline~~timeframe(s) set in the Corrective Action Report, ~~the WADA Compliance Taskforce~~or if a Signatory fails to provide the required response to a Code Compliance Questionnaire or a Mandatory Information Request by the specified timeframe, WADA Management will give the *Signatory* written notice of ~~the outstanding Non-Conformities~~that failure and a ~~three-month~~deadline (of up to three months, as WADA sees fit) to correct ~~them~~it. ~~This~~That further ~~three-month~~ deadline will not be extended again, save in exceptional cases, where the *Signatory* establishes that an *Event of Force Majeure* will make it impossible to correct the Non-Conformitiesposition by that deadline.

9.3 Referral to the CRC

9.3.1 If a *Signatory* (a) disputes that there is any Non-Conformity; or (b) does not correct a Non-Conformity to the satisfaction of the WADA Compliance Taskforce Management by the deadline set in accordance with Article 9.2.1, Article 9.2.2 and/or Article 9.2.6, the WADA Compliance Taskforce 9.2.6, or (c) does not provide the required response to a Mandatory Information Request or Code Compliance Questionnaire by the deadline set in accordance with Article 9.2.6, WADA Management will refer the matter promptly to the CRC for consideration in accordance with this Article 9.3.

9.3.2 ~~The WADA Compliance Taskforce~~Management will advise the *Signatory* of the decision to refer the matter to the CRC, and ~~will advise that the Signatory of the possibility to~~may submit ~~to the~~(via WADA Compliance Taskforce Management) any explanations or other comments that the *Signatory* wishes the CRC to consider. ~~The WADA Compliance Taskforce Management~~ will communicate promptly to the CRC any explanation or comments received from the *Signatory*, and the CRC shall place such weight on those explanations and/or comments as it sees fit. ~~The CRC shall review and determine for itself the proper categorization of the case (i.e., Category 1 (Important), Category 2 (High Priority), Category 3 (Critical)).~~

9.3.3 In all cases, the CRC shall review and determine for itself whether the Non-Conformities in question are in respect of requirements that are Critical, High Priority, or Other. It 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 extraordinary situations, the CRC may recommend to ~~the WADA Foundation Board~~ WADA's Executive Committee that the Non-Conformities should be provisionally excused while the Event of Force Majeure continues to prevent the Signatory's correction of the Non-Conformities. In no circumstances, however, shall it be an acceptable excuse, or a mitigating factor:

9.3.3.1 that the Signatory's failure to comply with its obligations under the Code and/or the International Standards has been caused by interference by, and/or a failure to provide support or other act or omission 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 23.5 ~~23.3~~ to devote ~~the necessary~~ sufficient resources, and, where applicable, an obligation to secure the support of governmental and other public authorities ~~in order~~ required to achieve and maintain Code compliance; or

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

[Comment to Article 9.3.3.2: 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 are beyond its 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 cannot avoid liability for instances of has an absolute 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 other bodies to which it has delegated its responsibilities any failures of such third party.]

9.3.4 Where the CRC considers that the Signatory has failed without valid reason to correct the ~~Non-Conformities~~ Conformity/ies in question within the specified timeframe, or to respond to a Mandatory Information Request or Code Compliance Questionnaire satisfactorily by the specified deadline, the CRC will recommend to ~~the WADA Foundation Board's~~ Executive Committee that the Signatory be sent a formal notice ~~alleging~~ asserting that it is non-compliant with the requirements of the Code and/or the International Standards, categorizing the requirements in question as Critical, High Priority, or Other, identifying any Aggravating Factors asserted by WADA, specifying the Signatory Consequences that WADA considers appropriate for such non-compliance (as recommended by the

CRC, in accordance with Article 11), and specifying the conditions that WADA considers the *Signatory* should have to satisfy in order to be Reinstated (as recommended by the CRC, in accordance with Article 12).

9.3.5 Alternatively, if the *Signatory* has provided a Corrective Action Plan that explains to the satisfaction of the CRC how the *Signatory* will correct the Non-Conformities within no more than four months (or such earlier deadline as may be specified by the CRC), then the CRC may recommend to ~~the WADA Foundation Board~~ WADA's Executive Committee that it decide that (a) the formal notice alleging non-compliance and specifying Signatory Consequences and Reinstatement conditions described in Article 9.3.4 will be sent to the *Signatory* upon expiry of that deadline ~~without the need for further consultation with the WADA Foundation Board, if the CRC determines that~~ if the Non-Conformities have not been corrected prior to expiry of that deadline. If by then, without the need for further decision by WADA's Executive Committee; and (b) if the CRC considers that the Signatory corrects ~~has corrected~~ the Non-Conformities in full by the specified deadline, the notice will not be sent to the Signatory and no further action will be taken by WADA in respect of such Non-Conformities. ~~The~~ In the latter case, the Signatory's Anti-Doping Program may be proactively monitored moving forward to ensure confirm its continuing Code compliance Compliance.

9.4 ~~Urgent Cases~~ Fast Track Procedure

9.4.1 This Article 9.4 applies to the following cases:

9.4.1.1 ~~9.4.1~~ ~~If one or more Non-Conformities are identified (by whatever means) that are so serious that~~ A case where (a) there is Non-Conformity by a Signatory with one or more Critical requirements of the Code and/or the International Standards; and (b) urgent intervention is required (e.g., in order to protect the rights of clean athletes and/or to maintain public confidence in the integrity of a sport and/or of a particular International Event), then the WADA Compliance Taskforce may refer the matter Event or Events.

9.4.1.2 A case that involves Non-Conformity by a Major Event Organization with the requirements of the Code and/or the International Standards (because the scheduling of different editions of the Event means that the standard corrective procedures set out in Articles 9.1 to 9.3 are not appropriate in such a case).

9.4.2 If a case arises that falls within Article 9.4.1, WADA Management may refer it to the CRC for urgent consideration without following any or all of the steps set out in the preceding Articles of this International Standard for Code Compliance by Signatories.

9.4.3 ~~9.4.2~~ ~~In such cases, the WADA Compliance Taskforce~~ Management shall give the *Signatory in question* an opportunity to explain the apparent

Non-Conformities within a specified deadline, and shall communicate any explanation provided by the *Signatory* within that deadline to the CRC.

9.4.4 ~~9.4.3~~ When ~~the WADA Compliance Taskforce~~ Management refers a ~~compliance matter~~ case to the CRC in accordance with this Article 9.4:

9.4.4.1 ~~9.4.3.1~~ The CRC will convene (in person or otherwise) as soon as possible to consider the matter. It will consider ~~the WADA Compliance Taskforce~~ Management's assessment, and any explanation or comments provided by the *Signatory* in accordance with Article 9.4.2.

9.4.4.2 ~~9.4.3.2~~ Following such review, if the CRC considers that ~~urgent intervention~~ a fast track procedure is not ~~in fact~~ required, it may recommend ~~(a)~~ :

(a) that no further action be taken; ~~(b)~~

(b) that the *Signatory* undergo a Compliance Audit; ~~or~~ (c) (and/or, where the *Signatory* is a Major Event Organization and its Event is imminent, that a mission in the framework of the Independent Observer Program be conducted at the Event); and/or

(c) that a Corrective Action Report be issued to the *Signatory*, ~~and~~ requesting the *Signatory* to develop and implement a Corrective Action Plan, to be followed up in accordance with the normal procedures set out in this Article 9.9 (or, in the case of a Major Event Organization, 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).

9.4.4.3 ~~9.4.3.3~~ If, however, the CRC considers that ~~urgent intervention~~ a fast track procedure is required, the CRC may recommend to ~~the WADA Foundation Board that the *Signatory* be notified of its alleged non-compliance (following a WADA Foundation Board meeting or a Board vote by circular email communication), with such notice also~~ WADA's Executive Committee that the *Signatory* be sent a formal notice asserting that it is non-compliant with the requirements of the Code and/or the International Standards, categorizing the requirements in question as Critical, High Priority, or Other, identifying any Aggravating Factors asserted by WADA, specifying the *Signatory* Consequences that WADA considers appropriate for such non-compliance (in accordance with Article 11) (including any such consequences that the CRC considers should be imposed urgently to ~~preserve~~ protect the rights of clean athletes and/or to maintain confidence in the integrity of the sport and indicating the conditions for Reinstatement. If the WADA Foundation Board a sport and/or of a particular Event or Events), and specifying the conditions that

WADA considers the *Signatory* should have to satisfy in order to be Reinstated (in accordance with Article 12). If WADA's Executive Committee accepts that recommendation, ~~Article 10.4.3 shall apply.~~ (by vote taken at an in-person meeting or, if necessary to avoid delay, by circular email communication), that formal notice shall be sent to the *Signatory* in accordance with Article 10.2.2, and at the same time or at any time thereafter WADA may refer the case to the CAS Ordinary Arbitration Division and may apply to the CAS Ordinary Arbitration Division for appropriate interim relief, in accordance with Article 10.4.3.

10.0 ~~The Process for~~ Confirming Non-Compliance and Imposing Signatory Consequences

10.1 CRC Recommendation

10.1.1 Articles 9.3 and 9.4 ~~set out~~identify the circumstances in which the CRC may ~~decide to~~ recommend that the ~~WADA Foundation Board issues~~Signatory be sent a formal notice ~~to a Signatory alleging asserting~~ that it is not ~~Code Compliant, specifying the Non-Compliance consequences~~compliant with the requirements of the Code and/or the International Standards, categorizing the requirements in question as Critical, High Priority, or Other, identifying any Aggravating Factors alleged by WADA (in cases involving non-compliance with Critical requirements), specifying the Signatory Consequences that WADA considers appropriate for such non-compliance (~~as recommended by the CRC,~~ in accordance with Article 11), and specifying the conditions that ~~WADA~~the CRC considers the *Signatory* should have to satisfy in order to be Reinstated (~~as recommended by the CRC,~~ in accordance with Article 12).

10.2 Consideration by ~~the WADA Foundation Board~~Executive Committee

10.2.1 At its next meeting in person, or else (if the CRC so recommends) by circular email communication, ~~the WADA Foundation Board~~WADA's Executive Committee will decide whether to accept the CRC's recommendation. ~~[Comment to Article 10.2.1: 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 days after WADA's Executive Committee's decision is made.~~

10.2.2 If ~~the WADA Foundation Board~~WADA's Executive Committee does not accept all or any ~~aspect~~part of the CRC's recommendation, it shall not substitute its own decision but instead shall remit the matter back to the CRC for further consideration and (if the CRC considers it appropriate) a revised recommendation.~~]~~

10.2.3 ~~10.2.2~~—Where ~~the WADA Foundation Board~~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 deadline specified in accordance with Article 9.3.4.1, 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 ~~alleged non-compliance and specifying the Signatory Consequences and the Reinstatement conditions that WADA considers should be imposed.~~matters referenced at Article 10.1.1.

10.2.4 ~~10.2.3~~ Where the *Signatory Consequences* specified in the formal notice ~~sent to the Signatory~~ may have an effect in relation to the Olympic Games or Paralympic Games, e.g., by affecting eligibility to attend/participate in the Olympic Games or Paralympic Games, WADA shall copy the notice formally to the International Olympic Committee and/or the International Paralympic Committee (as applicable). ~~10.2.4~~ The formal notice sent to the *Signatory* (or a summary thereof) shall also be publicly reported on WADA's website and sent to WADA's stakeholders once that notice has been received by the Signatory. To assist in the publicising of the notice, the International Olympic Committee and the International Paralympic Committee shall also publicly report the notice on their own respective websites.

10.3 Acceptance by the Signatory

10.3.1 The *Signatory* will have ~~fourteen~~twenty-one days from the date of receipt of the formal notice to dispute WADA's ~~allegation~~assertion of non-compliance and/or the *Signatory Consequences* and/or the *Reinstatement* conditions proposed by WADA in the notice. Further to Article 23.5.5 of the *Code*, if the *Signatory* does not communicate such dispute in writing to WADA within ~~fourteen~~twenty-one days (or such extended deadline as WADA may in its absolute discretion agree), the ~~allegation~~assertion will be deemed admitted ~~and~~, the *Signatory Consequences* and/or the *Reinstatement* conditions proposed by WADA in the notice will be deemed accepted, and the notice will automatically become a final decision enforceable with immediate effect in accordance with Article 23.5.7 of the *Code*. This outcome will be publicly reported by WADA.

10.4 Determination by ~~the Independent Tribunal~~CAS

10.4.1 If the *Signatory* ~~disputes~~wishes to dispute the ~~alleged~~asserted non-compliance and/or the proposed *Signatory Consequences* and/or the proposed *Reinstatement* conditions ~~by the deadline specified in Article 10.3.1,~~ then (in accordance with Article 23.5.6 of the *Code*, ~~WADA will submit the case to an Independent Tribunal.~~) the Signatory must file a formal notice of dispute with CAS (with a copy to WADA) within twenty-one days of its receipt of the notice from WADA. 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). 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. WADA and the Signatory shall each nominate an arbitrator to sit on the CAS Panel that hears and determines the dispute, preferably from the list of arbitrators specifically designated by CAS for cases arising under Articles 23.5 of the Code, and those two arbitrators shall together choose the chair of the Panel from that list. Third parties may intervene or apply to intervene (as applicable) as

set out in Code Article 23.5.7. Cases shall be completed expeditiously and (save in exceptional circumstances) the reasoned decision shall be issued no later than three months after the date of appointment of the CAS Panel. That decision shall be publicly reported by CAS and the parties.

10.4.2 If the *Signatory* has disputed WADA's allegation that the *Signatory* is not 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 the CAS Panel decides that WADA has met that burden ~~is met~~, and if the *Signatory* has also disputed the *Signatory Consequences* and/or the Reinstatement conditions specified by WADA, the ~~Independent Tribunal~~CAS Panel will ~~go on to also~~ consider, by reference to the provisions of Article 11, what *Signatory Consequences* should be imposed and/or, by reference to the provisions of Article 12, what conditions the *Signatory* should be required to satisfy in order to be Reinstated.

10.4.3 No *Signatory Consequences* will come into effect unless and until ~~the Independent Tribunal~~CAS so orders. In urgent cases, however, WADA may ask ~~the Independent Tribunal~~CAS to issue interim measures on a provisional basis, where necessary (for example) to preserve the integrity of an *Event*. In such cases, if the provisional interim measures are granted, the *Signatory* shall have no right of appeal against those provisional interim measures but instead shall have the right to an expedited hearing on the merits of the case; and if the provisional interim measures are not granted, then ~~WADA shall have the right to~~CAS may issue directions for an expedited hearing on the merits of the case.

~~**10.4.4** At the end of the hearing, or as soon as practicable thereafter, the Independent Tribunal shall issue a written, dated and signed decision with reasons. That decision shall be publicly reported.~~

~~**10.5 Appeal Proceedings Before CAS**~~

~~**10.5.1** In accordance with Code Article 13.6, decisions of the Independent Tribunal may be appealed by the following parties exclusively to CAS in accordance with the CAS Code of Sports-related Arbitration within twenty-one days of receipt of the decision: (a) the *Signatory* that is the subject of the decision being appealed; (b) WADA; and (c) the International Olympic Committee and/or the International Paralympic Committee, as applicable, where the decision may have an effect in relation to the Olympic Games or Paralympic Games, including decisions affecting eligibility to attend/participate in the Olympic Games or Paralympic Games.~~

~~**10.5.2** In accordance with Code Article 13.6.2, if a party exercises its right of appeal to CAS under Code Article 13.6, the decision being appealed shall remain in effect while under appeal unless CAS orders otherwise.~~

~~**10.5.3** The decision of the CAS Panel hearing the appeal shall be publicly reported.~~

~~10.6~~ CAS as the Sole Hearing Panel

~~10.6.1~~ Alternatively, WADA and the *Signatory* and any other parties with a right of appeal may agree that the case shall be heard directly at CAS, with no requirement for a prior hearing before the Independent Tribunal, and with no right of any further appeal from CAS's decision.

~~10.6.2~~ In such circumstances, CAS will administer the case in accordance with its ordinary arbitration procedure, save that the decision of the CAS Panel that is appointed to hear the case shall be publicly reported. Swiss law will govern the proceedings, and 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. Cases shall be completed expeditiously and (save in exceptional circumstances) the reasoned decision shall be issued no later than three months after the date of appointment of the CAS Panel.

10.5 ~~10.7~~ Recognition and Enforcement by Other Signatories

~~10.5.1~~ ~~10.7.1~~ Once a decision as to a *Signatory's* non-compliance is final (either because the *Signatory* did not dispute the contents of WADA's formal notice sent in accordance with Article 10.2, or because the *Signatory* did dispute it but ~~the Independent Tribunal and/or~~ CAS ruled against the *Signatory*), in accordance with Code Article ~~23.5.7~~ 23.5.9 that decision shall be applicable worldwide and shall be recognized, respected and given effect by all other *Signatories* in accordance with their authority and within their respective spheres of responsibility.

10.6 Disputes about Reinstatement

10.6.1 If a *Signatory* wishes to dispute WADA's assertion that the *Signatory* has not yet met Reinstatement conditions imposed on it and therefore is not yet entitled to be Reinstated, the *Signatory* must file a formal notice of dispute with CAS (with a copy to WADA) within twenty-one days of its receipt of the assertion from WADA (see Code Article 23.5.10). The dispute will be resolved by the CAS Ordinary Arbitration Division in accordance with Articles 23.5.6 to 23.5.9 of the Code and this Article 10.

10.6.2 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 Article 23.5.6 of the Code, the same CAS Panel shall be constituted to hear and determine this new dispute.

11.0 Determining *Signatory* Consequences

11.1 Potential Consequences for Non-Compliance with the Code

11.1.1 The following is a range of *Signatory* Consequences that may be imposed, individually or cumulatively, ~~in cases of non-compliance on a~~ [Signatory that has failed to comply with the Code and/or the International Standards](#), based on application of the principles set out in Article 11.2 to the particular facts and circumstances of the case at hand:

11.1.1.1 the following consequences (referred to collectively as *WADA Privileges*):

(a) in accordance with the relevant provisions of *WADA's* Statutes, the *Signatory's Representatives* being ruled ineligible for a specified period to hold any *WADA* office or any position as a member of any *WADA* board or committee or other body (including but not limited to membership of *WADA's* Foundation Board, the Executive Committee, any Standing Committee, and any other committee) (although *WADA* may exceptionally permit *Representatives* of the *Signatory* to remain as members of *WADA* expert groups where there is no effective substitute available);

(b) the *Signatory* being ruled ineligible to host any event hosted or organized or co-hosted or co-organized by *WADA*;

(c) the *Signatory's Representatives* being ruled ineligible to participate in any *WADA Independent Observer Program* or *WADA Outreach* program or other [WADA](#) activities; and

(d) withdrawal of *WADA* funding to the *Signatory* (whether direct or indirect) relating to the development of specific activities or participation in specific programs;

11.1.1.2 the *Signatory's Representatives* being ruled ineligible for a specified period to hold any office or position as a member of the board or committees or other bodies of any ~~Relevant Sports Organization~~ [other Signatory \(or its members\) or association of Signatories](#);

11.1.1.3 [Special Monitoring and/or of some or all of the Signatory's Anti-Doping Activities, until WADA considers that the Signatory is in a position to implement such Anti-Doping Activities itself in a compliant manner without such monitoring.](#)

11.1.1.4 Supervision and/or Takeover of some or all of the *Signatory's* Anti-Doping Activities by ~~another *Anti-Doping Organization* and/or an independent third party approved by WADA, at the *Signatory's* expense;~~ 11.1.1.4 withdrawal of the *Signatory's* right to conduct some or all *Anti-Doping Activities* for a specified period, with an Approved Third Party, until WADA considers that the *Signatory* is in a position to implement such Anti-Doping Activities itself in a compliant manner without such measures. If the non-compliance involves non-compliant rules, regulations and/or legislation, then the *Anti-Doping Activities* in issue shall be conducted under other applicable rules (of one or more other *Anti-Doping Organizations* and/or independent third parties approved by WADA to carry out such activities in its place, at the *Signatory's* expense; e.g., International Federations or *National Anti-Doping Organizations*, or the rules of *Regional Anti-Doping Organizations*) that are compliant, as directed by WADA. In that case, while the *Anti-Doping Activities* (including any *Testing* and results management) will be administered by the Approved Third Party under and in accordance with those other applicable rules at the cost of the non-compliant *Signatory*, any costs incurred by the *Anti-Doping Organizations* as a result of the use of their rules in this manner shall be reimbursed by the non-compliant *Signatory*;

(a) If it is not possible to fill the gap in *Anti-Doping Activities* in this way (for example, because national legislation prohibits it, and the *National Anti-Doping Organization* has not secured an amendment to that legislation or other solution to permit application of Article 11.1.1.4), then it may be necessary as an alternative measure to exclude *Athletes* who would have been covered by the *Signatory's* *Anti-Doping Activities* from participating in the *Olympic Games/Paralympic Games/other Events*, in accordance with Article 11.1.1.10, in order to preserve public confidence in the integrity of competition at those events.

11.1.1.5 (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 being ruled ineligible to host or co-host one or more *Olympic Games* and/or *Paralympic Games* and/or to be awarded the right to host or co-host *World Championships* and/or other *International Events*;

(a) ~~*Comment to Article 11.1.1.5:*~~ If the right to host or co-host *World Championships* and/or other *International Events* has already been awarded to the *Signatory's* country in question, the *Signatory* that awarded that right ~~should~~ must assess whether it is

legally and practically possible to withdraw that right and re-assign the event to another country ~~where~~. If it is legally and practically possible to do so, then the Signatory shall do so.

(b) Signatories shall ensure that they have due authority under their statutes, rules and regulations, and hosting agreements, to comply with this requirement (including a right in any Event hosting agreement to cancel the agreement without penalty where the relevant country has been ruled ineligible in accordance with this Article 11 to host the Event).~~]~~

11.1.1.6 ~~imposition of a Fine in an amount calculated in accordance with Annex C;~~(in cases involving not only non-compliance with Critical requirements but also Aggravating Factors) imposition of a fine in an amount sufficient to punish the Signatory involved and to deter similar conduct in future by any Signatory (with the fine amount once paid to be applied by WADA to finance further Code Compliance monitoring activities);

11.1.1.7 loss of eligibility to receive ~~Olympic and/or Paralympic~~ funding and other benefits from the International Olympic Committee or the International Paralympic Committee or any other Signatory for a specified period (with no right to receive such funding and/or other benefits for that period retrospectively following Reinstatement);

11.1.1.8 a recommendation 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;

[Comment to Article 11.1.1.8: Public authorities are not signatories to the Code. In accordance with Article 11(c) of the UNESCO Convention, however, State Parties shall, where appropriate, withhold some or all financial or other sport-related support from any sports organization or anti-doping organization that is not in compliance with the Code.]

11.1.1.9 withdrawal of recognition as a member of the Olympic Movement and/or the Paralympic Movement;

11.1.1.10 (where the Signatory is a National Anti-Doping Organization or a National Olympic Committee) or a National Paralympic Committee) the following Persons being excluded from participation in or attendance at the Olympic Games and the Paralympic Games and/or other specified Events for a specified period: the National Olympic Committee and/or National Paralympic Committee of the Signatory's country, and the Representatives of and/or the Athletes and Athlete Support Personnel affiliated to that country and/or ~~the Representatives of that National Olympic Committee being ruled ineligible to~~

~~participate in or attend the Olympic Games and the Paralympic Games and/or other multisport events for a specified period and/or National Paralympic Committee and/or National Federation of that country;~~

11.1.1.11 (where the *Signatory* is an International Federation) the ~~Athletes and Athlete Support Personnel participating in the International Federation's sport and/or in one or more disciplines of that sport, and/or the Representatives of the International Federation, being ruled ineligible to participate in or attend~~Persons being excluded from participation in or attendance at the Olympic Games and the Paralympic Games and/or other ~~multisport events for a specified period;~~specified Events for a specified period: the Representatives of that International Federation and/or the Athletes and Athlete Support Personnel participating in the International Federation's sport (or in one or more disciplines of that sport); and

11.1.1.12 (where the *Signatory* is a *Major Event Organization*):

(a) Special Monitoring or Supervision of the *Major Event Organization's Anti-Doping Program* at the next edition(s) of its *Event*, such as through a mission conducted as part of an Independent Observer Program; and/or

(b) loss of eligibility to receive funding and other benefits from and/or the patronage of the International Olympic Committee, the Paralympic Committee, the Association of National Olympic Committees, or other patron body; and/or

(c) loss of recognition of its *Event* as a qualifying event for the Olympic Games or the Paralympic Games.

11.2 Principles ~~relevant~~Relevant to the ~~determination~~Determination of the *Signatory Consequences* to be ~~applied~~Applied in a ~~particular case~~Particular Case

11.2.1 The *Signatory Consequences* applied in a particular case shall reflect 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. ~~Cases~~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~~descending order of gravity,) as ~~Category 1 (Important), Category 2 (Critical, High Priority), or Category 3 (Critical), as set out~~Other, as described further in Annex A. ~~[Comment to Article 11.2.1: A *Signatory* is strictly liable for its compliance with the *Code* and the *International Standards*. However, it shall be an aggravating factor as far as *Signatory Consequences* are concerned if the *Signatory's* non-compliance was~~

~~negligent, or reckless, or intentional. What efforts has the Signatory made to achieve compliance? Did it try to conceal its non-compliance? Is it a repeat offender? Meanwhile, in determining the potential impact of the Signatory's non-compliance on clean sport, consideration should be given to (inter alia) the extent to which the non-compliance has denied or risks denying clean athletes the opportunity to compete on a level playing field and/or to demonstrate that they are clean and their achievements are credible.~~ 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.⁷ 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 on the Signatory Consequences imposed.

11.2.2 Aggravating Factors shall be taken into account only in a case involving non-compliance with one or more Critical requirements of the Code and/or the International Standards. In such a case, if there are Aggravating Factors, that case shall attract significantly greater Signatory Consequences than a case where there are no Aggravating Factors.

11.2.3 Signatory Consequences shall be applied without improper discrimination between different categories of Signatory. 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.

11.2.4 ~~11.2.2~~ The Signatory Consequences imposed ~~should~~ shall go as far as is necessary to achieve the objectives underlying the Code. In particular, they ~~should~~ 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.

11.2.5 ~~11.2.3~~ Above all else, the Signatory Consequences imposed should be sufficient to maintain the confidence of all Athletes and 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 whatever is necessary to defend the integrity of sport against the scourge of doping. This is the most important and fundamental objective, and overrides all others.

[Comment to ~~Article 11.2.3~~ Articles 11.2.4 and 11.2.5: 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 a Code compliant Anti-Doping Program, then in order to restore a level playing field, to provide a meaningful sanction that will provoke behavioural 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.]

11.2.6 ~~11.2.4~~—The consequences should not go further than is necessary to achieve the objectives underlying the Code. ~~[Comment to Article 11.2.4:—~~ In particular, #consideration should be given to whether it is feasible (logistically, practically, and otherwise) for other relevant *Signatories* to create and implement a mechanism that enables the non-compliant *Signatory's Athletes* and/or *Athlete Support Personnel* to demonstrate that they are not tainted in any way by the *Signatory's* non-compliance. If so, and if it is clear that allowing them to compete in ~~an~~ International Event Events 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 undermine public confidence in the integrity of ~~that event~~ the International Events (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 the scourge of 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 11.2.6:— 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 or taint 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 is 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.]

11.2.7 ~~11.2.5~~—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 ~~the consequences set out at Articles 11.1.1.3 and 11.1.1.4.~~ imposition of 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 particular 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.

11.2.8 ~~11.2.6~~—Unless specified otherwise, all *Signatory* Consequences shall remain in effect until the *Signatory* is Reinstated. ~~Where so specified in the~~

11.2.9 ~~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 ~~may be increased~~ shall increase in the event that the *Signatory* does not satisfy all of the Reinstatement conditions by a set deadline.

11.2.10 ~~11.2.7~~—Applying the principles set out above, Annex B ~~specifies~~ identifies the range of graded and proportionate *Signatory* Consequences that shall *prima facie* apply in ~~a standard case, based on the nature and seriousness of the Signatory's non-compliance in that case~~ cases involving non-compliance with Critical requirements (see paragraph B.3) or only High Priority requirements (see paragraph B.2) or only Other requirements (see paragraph B.1). 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 serious those requirements), the greater the Signatory Consequences should be. And if the case includes not only non-compliance with Critical requirements but also Aggravating Factors, that shall warrant a significant increase in the *Signatory* Consequences imposed (which may include, without limitation, a fine in an amount sufficient to punish such conduct and to deter similar conduct by that *Signatory* or any other *Signatory* in the future).

11.2.11 ~~11.2.8~~—In accordance with Article 12.2.1.3, it shall be a condition of Reinstatement that the *Signatory* has respected and observed in full all of the *Signatory* Consequences imposed on it.

11.3 Other Consequences

11.3.1 Governments and ~~Relevant Sports Organizations~~ Signatories and associations of Signatories may impose additional consequences within their respective spheres of authority for non-compliance by *Signatories*, in accordance with Code Article ~~12.12.1~~, provided that this does not compromise or restrict in any way the ability to apply *Signatory* Consequences in accordance with this Section 11.

[Comment to Article 11.3.1: For example, the IOC may decide to impose symbolic or other consequences pursuant to the Olympic Charter, such as withdrawal of eligibility to organize an IOC Session or an Olympic Congress; while an International Federation may decide to cancel International Events that were scheduled to be held in the country of a non-compliant Signatory, or move them to another country.]

12.0 Reinstatement

12.1 Objective

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

12.1.2 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.

12.2 Reinstatement Conditions

12.2.1 In accordance with *Code* Article 23.5.4, in the formal notice that it sends to the *Signatory*, setting out its alleged non-compliance and the proposed Signatory Consequences, WADA shall also specify the conditions that ~~WADA~~ it considers the *Signatory* should have to satisfy in order to be Reinstated, which shall be as follows:

12.2.1.1 ~~all required corrective actions have been implemented, and~~ all of the matters that caused the *Signatory* to be declared non-compliant have been corrected in full;

~~(a) [Comment to Article 12.2.1.1:]~~ If further Non-Conformities are identified after the *Signatory* has been declared non-compliant and before it is Reinstated, WADA will issue a new Corrective Action Report addressing those new Non-Conformities, and the normal process and timeframes for correcting them ~~as~~ (set out in Article 9) will apply. If in the meantime the *Signatory* meets all of the original Reinstatement conditions, it will be Reinstated, even if it has not yet corrected the new Non-Conformities.~~]~~

12.2.1.2 the *Signatory* has 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 ~~effectively,~~ independently, and without improper outside interference;

12.2.1.3 the *Signatory* has respected and observed in full all of the Signatory Consequences applied to it;

12.2.1.4 the *Signatory* has paid in full the following costs and expenses upon demand by WADA:

(a) any specific costs and expenses reasonably incurred by WADA in identifying the *Signatory's* non-compliance beyond the costs of WADA's routine monitoring activities (e.g., ~~such as (for example)~~ the costs of any specific investigation conducted by WADA's Intelligence and Investigations Department that identified such non-compliance);

(b) the costs and expenses reasonably incurred by WADA and/or ~~other parties engaged or approved by WADA~~ 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 referred to in Articles 11.1.1.3 and 11.1.1.4 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

12.2.1.5 any other conditions that ~~the WADA Foundation Board~~ WADA's Executive Committee may specify (following on the recommendation of the CRC) based on the particular facts and circumstances of the case.

12.2.2 Within ~~fourteen~~ twenty-one days of its receipt of the notice referenced in *Code* Article 23.5.4, in accordance with *Code* Article 23.5.6 the *Signatory* may dispute the Reinstatement conditions proposed by WADA, in which case WADA will refer the case to the ~~Independent Tribunal~~ or CAS Ordinary Arbitration Division in accordance with Code Article 23.5.6 and the CAS will determine whether all of the Reinstatement conditions proposed by WADA are necessary and proportionate.

12.2.3 Subject to any contrary ~~order~~ decision issued by ~~the Independent Tribunal~~ or CAS, ~~in order~~ 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.

12.2.3.1 In a particular case, WADA (and/or CAS) may establish an instalment plan for payment of the costs and expenses set out in Article 12.12.1.4. 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.

12.3 The Reinstatement Process

12.3.1 ~~The WADA Foundation Board~~WADA's Executive Committee alone has authority to Reinstate a *Signatory* that has been declared non-compliant, ~~although it may delegate that authority to the WADA President in specific cases.~~

12.3.2 ~~The WADA Compliance Taskforce~~Management will monitor the *Signatory's* efforts to satisfy the Reinstatement conditions, and will report to the CRC periodically on the *Signatory's* progress. ~~In accordance with Article 8.7.1.1(h), a~~A Compliance Audit may be used to assist in this task. ~~The WADA Compliance Taskforce should seek to guide the Signatory in its efforts to satisfy the Reinstatement conditions as quickly as is reasonably practicable, but in no circumstances is that objective to be allowed to compromise the integrity of the process and/or of the eventual outcome.~~

12.3.3 Where a Signatory's right to conduct some or all Anti-Doping Activities has been withdrawn in accordance with Article 11.1.1.4, 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 in accordance with Article 11.1.1.3) prior to full Reinstatement, 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.

12.3.4 ~~12.3.3~~—Once ~~the~~ ~~WADA Compliance Taskforce~~Management considers that the *Signatory* has met all of the Reinstatement conditions, it will inform the CRC accordingly.

12.3.5 ~~12.3.4~~—If the CRC agrees with ~~the~~ ~~WADA Compliance Taskforce~~Management that the *Signatory* has met all of the Reinstatement conditions, it will recommend that ~~the WADA Foundation Board or the WADA President (as applicable)~~WADA's Executive Committee confirm the Reinstatement of the *Signatory*.

12.3.6 ~~12.3.5~~—In accordance with *Code* Article 13.6, a decision by the ~~WADA Compliance Taskforce, the CRC, CRC~~ and/or ~~the WADA Foundation Board~~WADA's Executive Committee that a *Signatory* has not yet met all of the conditions for its Reinstatement may be appealed by the *Signatory* exclusively to CAS.

12.3.7 ~~12.3.6~~—Following the *Signatory's* Reinstatement, WADA shall monitor the *Signatory's* Code Compliance closely for such further period as it deems appropriate. When it confirms such Reinstatement, WADA's Executive Committee may impose special conditions recommended by the CRC with which the Signatory must comply post-Reinstatement in order to facilitate such monitoring and to demonstrate the Signatory's continuing

Code Compliance. Such conditions may include (without limitation) scheduling a Compliance Audit for the Signatory within a specified period following Reinstatement. Any breach of such conditions shall be processed in the same manner as any other new Non-Conformity.

PART ~~FOUR~~THREE: ANNEXES

Annex A: Categories of Non-Compliance

A1. ~~Cases of non-compliance shall be categorized as follows for purposes of determining the appropriate *Signatory Consequences*:~~ The following is a non-exhaustive list of requirements that are considered Critical to the fight against doping in sport:

~~A1.1 Category 1 (Important) cases are those involving one or more instances of non-compliance with requirements that are important but are not Category 2 (High Priority) or Category 3 (Critical).~~

- a) Adoption of compliant rules, regulations, and/or (where necessary) legislation.
- b) The development and implementation of an effective test distribution plan in accordance with Article 5.4 of the *Code*, based on the risk assessment and other principles set out in Article 4 of the *International Standard for Testing and Investigations*, and including (without limitation) *No Advance Notice Testing*.
- c) In particular, the development and implementation of an effective program for the *Testing of Athletes* prior to their participation in the Olympic Games or Paralympic Games or other *International Event* (including implementing any recommendations made or endorsed by *WADA* in this regard).
- d) The use of *ADAMS* or another system approved by *WADA* (including for the timely entry of *Doping Control Forms* and *TUE* decisions).
- e) The use of *WADA*-accredited laboratory/ies (or *WADA*-approved laboratory/ies) to analyze all *Samples*, in accordance with Article 6.1 of the *Code*.
- f) The proper and timely pursuit of all apparent anti-doping rule violations in accordance with Articles 7 and 8 of the *Code*, including proper notification of the *Athlete* in accordance with the requirements of Article 7.3 of the *Code*.
- g) The notification of all relevant results management activities to *WADA* and to other *Anti-Doping Organizations* in accordance with Articles 7 and 14 of the *Code*.
- h) The imposition of a mandatory *Provisional Suspension* when an *Athlete* is notified of an *Adverse Analytical Finding* for a

Prohibited Substance that is not a Specified Substance, in accordance with Article 7.9 of the Code.

- i) The recognition and implementation of decisions rendered by other Signatories, in accordance with Article 15.1 of the Code.
- j) The recognition and implementation of decisions as to non-compliance by other Signatories, in accordance with Article 23.5.9 of the Code.
- k) The establishment of a TUE Committee, and a documented process for Athletes to apply for the grant or the recognition of a TUE, in accordance with the requirements of the International Standard for Therapeutic Use Exemptions.

~~A.1.2 Category 2 (High Priority) cases are those involving (i) a compliance failure by the Signatory that is negligent or reckless; (ii) non-compliant legislation, rules or regulations; and/or (iii) one or more instances of non-compliance with requirements that are high priority but not Category 3 (Critical). By way of illustration (but without limitation), a failure to satisfy any of the following requirements shall fall into this category:—~~2The following is a non-exhaustive list of requirements that are considered High Priority to the fight against doping in sport:—

- a) The devotion of sufficient resources in order to implement ~~anti-doping programs in all areas~~Anti-Doping Programs that are compliant in all areas with the Code and International Standards, in accordance with ~~(Article 23.3 of the Code).~~
- b) The implementation of an anti-doping education program for Athletes and Athlete Support Personnel in accordance with Articles 18.1 and 18.2 of the Code.
- c) The implementation of a documented procedure to ensure that Athletes are notified that they are required to undergo Sample collection in accordance with Articles 5.4.1 to 5.4.3 of the International Standard for Testing ~~&and~~ Investigations.
- d) ~~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.
- e) The implementation of ~~Sample Collection Personnel~~ training/accreditation/re-accreditation programs for Sample Collection Personnel in accordance with Annex H of the International Standard for Testing and Investigations.
- f) The implementation of a conflict of interest policy in relation to the activities of the Sample Collection Personnel, in accordance

with Article H.4.2 of the International Standard for Testing and Investigations.

- g) The collection and processing of *Samples* in accordance with the requirements of Annexes A to G of the International Standard for Testing and Investigations.
- h) The implementation of a chain of custody process for *Samples* in accordance with the requirements of Article 9 of the International Standard for Testing and Investigations.
- ~~i) Conduct of the initial review of an Adverse Analytical Finding in a timely manner, in accordance with Article 7.3 of the Code.~~
- ~~j) Where a case is brought forward as an anti-doping rule violation, notification of the Athlete in accordance with the requirements of Article 7.3 of the Code.~~
- ~~i) k) Review of all Atypical Findings in accordance with the requirements of Article 7.4 of the Code.~~
- ~~j) l) The implementation of a process ensuring a timely hearing and a timely decision for all Persons who are asserted to have committed an anti-doping rule violation, in accordance with Article 8.1 of the Code.~~
- ~~k) m) The prompt reporting of all Therapeutic Use Exemption TUE decisions in accordance with Article 5.4 of the International Standard for Therapeutic Use Exemptions.~~

~~A.1.3 Category 3 Cases are those involving (i) a deliberate attempt to circumvent or undermine the Code and/or the International Standards; and/or (ii) one or more instances of non-compliance with requirements that are Category 3 (Critical); and/or (iii) other features that make it a case of non-compliance of the most serious kind. By way of illustration (but without limitation), a failure to satisfy any of the following requirements shall fall into this category:~~

- ~~a) The development and implementation of an effective Testing program in accordance with Article 5.4 of the Code, based on the risk assessment and other principles set out in Article 4 of the International Standard for Testing and Investigations, and including No Advance Notice.~~
- ~~b) The use of ADAMS or another system approved by WADA (including for the timely entry of doping control forms and for the disclosure of Therapeutic Use Exemption decisions).~~
- ~~c) The use of WADA accredited laboratory/ies (or a WADA approved laboratory/ies) to analyze all Samples, in accordance with Article 6.1 of the Code.~~

- ~~d) The proper pursuit of all apparent anti-doping rule violations in accordance with Articles 7 and 8 of the Code.~~
- ~~e) The notification of all relevant results management activities to WADA and to other Anti-Doping Organizations in accordance with Articles 7 and 14 of the Code.~~
- ~~f) The imposition of a mandatory *Provisional Suspension* as soon as an *Athlete* is notified of an *Adverse Analytical Finding* for a *Prohibited Substance* that is not a *Specified Substance*, in accordance with Article 7.9 of the Code.~~
- ~~g) The publication of the outcome and required details of all cases within twenty days of the decision being rendered, in accordance with Article 14.3 of the Code.~~
- ~~h) The recognition and implementation of decisions rendered by other *Signatories*, in accordance with Article 15.1 of the Code.~~
- ~~i) The establishment of a *Therapeutic Use Exemption* committee, and a documented process for *Athletes* to apply for the grant or the recognition of a *Therapeutic Use Exemption*, in accordance with the requirements of the International Standard for Therapeutic Use Exemptions.~~

A.3 Other requirements are requirements that are considered important to the fight against doping in sport but not Critical or High Priority.

Where a requirement is not listed above, it will be categorized as Critical, High Priority, or Other, by reference to its importance to the fight against doping in sport, using the way in which the specific requirements listed above have been categorized as a guide.

Annex B: Signatory Consequences

~~Applying This Annex B applies~~ the principles set out in Article 11, ~~this Annex B specifies~~ 11 to identify the range of graded and proportionate Signatory Consequences that shall *prima facie* apply in ~~a standard case, based on the nature and seriousness of the Signatory's non-compliance in that case. The intention behind Annex B cases involving non-compliance with Critical requirements (see paragraph B.3) or only High Priority requirements (see paragraph B.2) or only Other requirements (see paragraph 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 11 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). And 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 (which may include, without limitation, a fine in an amount sufficient to punish such conduct and to deter similar conduct by that Signatory or any other Signatory in the future).

B.1 In a ~~Category 1 (Important) case: case of non-compliance with Other requirements (but not with any High Priority or Critical requirements):~~

B.1.1 In the first instance:

(a) the *Signatory* will lose its WADA Privileges;

(b) 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 ~~independent third party approved by WADA~~ Approved Third Party, at the *Signatory's* expense, including up to two visits a year, with all costs paid in advance (where known); and

(c) some or all of its Anti-Doping Activities (as specified by WADA) will be ~~either~~ subject to either Special Monitoring or Supervised by an independent third party approved by WADA by WADA or Supervision by an Approved Third Party, at the *Signatory's* expense.

B.1.2 If the *Signatory* has not fully satisfied the conditions for Reinstatement six months after the above consequences have been imposed (or such other period as WADA – or, if disputed, CAS – may specify), then the following further consequences will also apply:

(a) ~~some or all of~~ the *Signatory* ~~will be required to pay a Fine to WADA;~~ (b) ~~all of its/s~~ Anti-Doping Activities will be Supervised at its expense by an ~~independent third party approved by WADA~~ Approved Third Party, including up to four site visits a year, with all costs to be paid in advance (where known); and

(~~e~~b) its Representatives will be ineligible to sit as members of the boards or committees or other bodies of any ~~Relevant Sports Organization~~ Signatory (or its members) or association of Signatories until the non-compliant Signatory is Reinstated.

B.1.3 If the *Signatory* has still not fully satisfied the conditions for Reinstatement twelve months after the consequences set out at paragraph B.1.1 have been imposed (or such other period as WADA – or, if disputed, CAS – may specify), then the following further consequences will also apply:

(a) ~~the Signatory will be required to pay a further Fine to WADA for the second year and thereafter for each further year or partial year that passes without Reinstatement;~~ (b) ~~all of its~~ all of the Signatory's Anti-Doping Activities will be Supervised by an ~~independent third party approved by WADA~~ Approved Third Party, at the *Signatory's* expense, including up to six site visits a year, with all costs to be paid in advance (where known); and

(b) (~~e~~) its Representatives will be ineligible to sit as members of the boards or committees or other bodies of any ~~Relevant Sports Organization~~ Signatory (or its members) or association of Signatories for four years or until the non-compliant Signatory is Reinstated (whichever is longer).

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

B.2.1 In the first instance:

(a) the *Signatory* will lose its WADA Privileges;

(b) ~~it will be required to pay a Fine to WADA;~~ (c) ~~some or all of its~~ Anti-Doping Activities (as specified by WADA) will be ~~Supervised by an independent third party approved by WADA~~ subject to Supervision or Takeover by an Approved Third Party, at the *Signatory's* expense, including up to six site visits a year, with all costs paid in advance (where known);

(c) ~~(d)~~—its Representatives will be ineligible to sit as members of the boards or committees or other bodies of any ~~Relevant Sports Organization~~Signatory (or its members) or association of Signatories until the non-compliant Signatory is Reinstated;

(d) ~~(e)~~—(if the *Signatory* is a *National Anti-Doping Organization* or a *National Olympic Committee* acting as a *National Anti-Doping Organization*) the *Signatory's* country will be ineligible to host one or more Olympic Games and/or the Paralympic Games and/or to be awarded the right to host World Championships ~~or other International Events~~ until the *Signatory* is Reinstated;

(e) ~~(f)~~—(if the *Signatory* is an International Federation ~~that is in the Olympic Movement or Paralympic Movement~~) the *Signatory* will be ineligible to receive ~~Olympic or Paralympic~~ funding or other benefits of the patronage ~~by~~of the International Olympic Committee or International Paralympic Committee or any other Signatory until ~~it~~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

(f) ~~(g)~~—(if the *Signatory* is a *Major Event Organization*); there will be Special Monitoring or Supervision or Takeover of its Anti-Doping Program ~~at its~~by an Approved Third Party, at the Signatory's expense, at the next edition of its *Event*.

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

~~(a) — the Signatory will be required to pay a further Fine to WADA for the second year and thereafter for each further year or partial year that passes without Reinstatement;~~

~~(b)~~ (ba) ~~its~~the Signatory's Representatives will be ineligible to sit as members of the boards or committees or other bodies of any ~~Relevant Sports Organization~~Signatory (or its members) or association of Signatories until the non-compliant Signatory is Reinstated or for four years (whichever is longer);

~~(c)~~ (cb) (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 National Olympic Committee and National Paralympic Committee of the Signatory's country, as well as the Athletes and Athlete Support Personnel representing that country, will be ineligible to participate in or to attend~~the following Persons will be excluded from participation in or attendance at the next edition of the Olympic Games and Paralympic Games and/or other International Events for the next edition (summer or winter, as applicable) and/or World Championships or until Reinstatement (whichever is longer): the Representatives of the National Olympic Committee and National Paralympic Committee of the Signatory's country, and (subject to Article 11.2.6) the Athletes and Athlete Support Personnel representing that country or representing the National Olympic Committee, National Paralympic Committee, or National Federation of that country;

~~(dc)~~ (where the Signatory is an International Federation) ~~the International Federation's Representatives, as well as the Athletes and Athlete Support Personnel participating in its sport, and/or in one or more disciplines of that sport, will be ineligible to participate in or to attend~~the following Persons will be excluded from participation in or attendance at the Olympic Games and Paralympic Games and/or any other International Events multi-sport Event for the next edition of that Event (summer or winter, where relevant) or until Reinstatement (whichever is longer): the International Federation's Representatives, as well as the Athletes and Athlete Support Personnel participating in its sport (or in one or more disciplines of that sport); and

~~(ed)~~ (where the Signatory is a Major Event Organization) ~~it~~(i) the Signatory will be ineligible to receive Olympic or Paralympic funding or enjoy any of the other benefits of the patronage by of the International Olympic Committee or International Paralympic Committee or 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) any previous recognition of its Event as a qualifying event for the Olympic Games or Paralympic Games will be lost.

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

B.3.1 In the first instance:

(a) the Signatory will lose its WADA Privileges;

~~(b)~~ ~~it will be required to pay a Fine to WADA;~~ ~~(c)~~ some or all of its Anti-Doping Activities will be Supervised by an independent third party approved by WADA subject to Supervision or Takeover by an Approved Third Party, at the *Signatory's* expense, including up to six site visits a year, with all costs to be paid in advance (where known); ~~and~~

~~(d)~~ its Representatives will be ineligible to sit as members of the boards or committees or other bodies of any Relevant Sports Organization Signatory (or its members) or association of Signatories for one year or until the *Signatory* is Reinstated (whichever is longer);

~~(e)~~ ~~(d)~~ (where the *Signatory* is a *National Anti-Doping Organization* or a *National Olympic Committee* acting as a *National Anti-Doping Organization*):

(1) the *Signatory's* country ~~will be ineligible to~~ may not host ~~one or more~~ the Olympic Games and/or the Paralympic Games and/or ~~to~~ be awarded the right to host World Championships or other ~~International Events~~ events organized by Major Event Organizations for a specified period; and

(2) the country's flag will not be flown at, and the Representatives of the *National Olympic Committee* and *National Paralympic Committee* of the *Signatory's* country, as well as (subject to Article 11.2.6) the *Athletes* and *Athlete Support Personnel* representing that country, ~~will be ineligible to participate in or to attend~~ (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 and/or ~~other International Events~~ any World Championships for the next edition of that Event (summer or winter, where relevant) or until Reinstatement (whichever is longer); and

~~(f)~~ ~~(e)~~ (where the *Signatory* is an *International Federation*) the *International Federation's* Representatives, as well as the *Athletes* and *Athlete Support Personnel* participating in its sport, ~~and/ (or in one or more disciplines of that sport,)~~ will be ineligible to participate in or to attend excluded from participation in or attendance at the Olympic Games and Paralympic Games ~~and/ or any other International Events~~ multi-sports Event for the next edition of that Event (summer or winter,

where relevant) or until Reinstatement (whichever is longer); ~~and~~

~~(f)~~ ~~(g)~~—(where the *Signatory* is a *Major Event Organization*); (i) there will be ~~Special Monitoring or Supervision of its~~ Takeover of some or all of the Signatory's Anti-Doping Program at its expense at ~~the next edition of its Event;~~ its Events until Reinstatement; and (ii) it will be ineligible to receive some or all ~~Olympic or Paralympic~~ funding or enjoy any of the other benefits of the patronage ~~by~~ of the International Olympic Committee or International Paralympic Committee or 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~~

(g) if Aggravating Factors are present, the Signatory will be required to pay a fine in an amount sufficient to punish such conduct and to deter similar conduct by that Signatory or any other Signatory in the future.

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

~~(a) the Signatory will be required to pay a further Fine to WADA for the second year and thereafter for each further year or partial year that passes without Reinstatement;~~ (b) its Representatives will be ineligible to sit as members of the boards or committees or other bodies of any ~~Relevant Sports Organization~~ Signatory (or its members) or association of Signatories until the non-compliant Signatory is Reinstated or for four years (whichever is longer);

~~(eb)~~ (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 ~~will be ineligible to~~ may not host any Olympic Games and/or the Paralympic Games and/or ~~to~~ be awarded the right to host any World Championships ~~or other International Events~~, and the country's flag will not be flown at such ~~events~~ Events, until the *Signatory* is Reinstated or for four years (whichever is longer);

~~(ec)~~ (where the *Signatory* is an International Federation) the *Signatory* will be ineligible to receive ~~Olympic or Paralympic~~ funding or other benefits of the patronage ~~by~~ of the International Olympic Committee or International

Paralympic Committee or any other Signatory until it is Reinstated or for four years, whichever is longer (and then it shall still not be able to receive any funding retrospectively for the period prior to Reinstatement); ~~and~~

(~~ed~~) (where the *Signatory* is a *Major Event Organization*) (i) it will be ineligible to receive ~~Olympic or Paralympic~~ funding or enjoy any of the other benefits of the patronage ~~by~~of the International Olympic Committee or International Paralympic Committee or any other Signatory until it is Reinstated or for four years, whichever is longer (and then it shall still not be able to receive any funding or other benefits retrospectively for the period prior to Reinstatement); (ii) and (ii) any previous recognition of its Event as a qualifying event for the Olympic Games or Paralympic Games will be lost; and

(e) if Aggravating Factors are present, the Signatory will be required to pay a fine in an amount sufficient to punish such conduct and to deter similar conduct by that Signatory or any other Signatory in the future.

~~Annex C: Method of Calculating Fines~~

~~C.1 In a Category 1 (Important) case, Fines will be calculated as follows:~~

Where the conditions for Reinstatement have not been satisfied after 6 months	
Organization	Fine
<i>National Anti-Doping Organization or National Olympic Committee</i>	US \$5,000 plus twice the country's annual contribution to WADA.
International Federation	US \$5,000 plus 1% of the IF's total expenditure in its most recent complete financial year.
<i>Major Event Organization</i>	US \$5,000 plus 1% of the MEO's total expenditure in the financial year in which its last <i>Event</i> was staged.

~~Where the conditions for Reinstatement have not been satisfied after 12 months~~

Organization-	Fine
<i>National Anti-Doping Organization or National Olympic Committee</i>	US \$10,000 plus three-times the country's annual contribution to WADA.
<i>International Federation</i>	US \$10,000 plus 2% of the IF's total expenditure in its most recent complete financial year.
<i>Major Event Organization</i>	US \$10,000 plus 2% of the MEO's total expenditure in the financial year in which its last <i>Event</i> was staged.

~~C.2 In a Category 2 (High Priority) case, Fines will be calculated as follows:~~

In the first instance	
Organization-	Fine
<i>National Anti-Doping Organization or National Olympic Committee</i>	US \$10,000 plus twice the country's annual contribution to WADA.
International Federation	US \$10,000 plus 1% of the IF's total expenditure in its most recent complete financial year.
<i>Major Event Organization</i>	US \$10,000 plus 1% of the MEO's total expenditure in the financial year in which its last <i>Event</i> was staged.

Where the conditions for Reinstatement have not been satisfied after 12 months-	
Organization-	Fine
<i>National Anti-Doping Organization or National Olympic Committee</i>	US \$15,000 plus three times the country's annual contribution to WADA.
International Federation	US \$15,000 plus 2% of the IF's total expenditure in its most recent complete financial year.
<i>Major Event Organization</i>	US \$15,000 plus 2% of the MEO's total expenditure in the financial year in which its last <i>Event</i> was staged.

~~C.3 In a Category 3 (Critical) case, Fines will be calculated as follows:~~

In the first instance	
Organization	Fine
<i>National Anti-Doping Organization or National Olympic Committee</i>	US \$15,000 plus twice the country's annual contribution to WADA.
International Federation	US \$15,000 plus 1% of the IF's total expenditure in its most recent complete financial year.
<i>Major Event Organization</i>	US \$15,000 plus 1% of the MEO's total expenditure in the financial year in which its last <i>Event</i> was staged.

Where the conditions for Reinstatement have not been satisfied after 12 months	
Organization	Fine
<i>National Anti-Doping Organization or National Olympic Committee</i>	US \$20,000 plus three-times the country's annual contribution to WADA.
International Federation	US \$20,000 plus 2% of the IF's total expenditure in its most recent complete financial year.
<i>Major Event Organization</i>	US \$20,000 plus 2% of the MEO's total expenditure in the financial year in which its last <i>Event</i> was staged.

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

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Moved cell	
Split/Merged cell	
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