



The World Anti-Doping Code

INTERNATIONAL STANDARD FOR CODE COMPLIANCE BY SIGNATORIES

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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. It was approved by the World Anti-Doping Agency's (WADA) Executive Committee on 15 November 2017 and came into effect on 1 April 2018, applying to all cases of *Signatory* non-compliance arising after that date. A revised version was approved by the WADA Executive Committee at the World Anti-Doping Conference in Katowice on 7 November 2019 and came into effect on 1 January 2021, applying to all cases of *Signatory* non-compliance arising after that date.

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TABLE OF CONTENTS

PART ONE: INTRODUCTION, CODE PROVISIONS, <i>INTERNATIONAL STANDARD</i> PROVISIONS, AND DEFINITIONS.....	5
1.0 Introduction and Scope	5
2.0 Relevant Code Provisions	6
3.0 Relevant Provisions of the <i>International Standard</i> for Laboratories	6
4.0 Definitions and Interpretation	6
4.1 Defined terms from the 2021 <i>Code</i> that are used in the <i>International Standard</i> for Code Compliance by <i>Signatories</i>	6
4.2 Defined terms from the 2021 <i>International Standard</i> for Testing and Investigations or the 2021 <i>International Standard</i> for Laboratories that are used in the <i>International Standard</i> for Code Compliance by <i>Signatories</i>	10
4.3 Defined terms specific to the <i>International Standard</i> for Code Compliance by <i>Signatories</i>	11
4.4 Interpretation.....	12
PART TWO: STANDARDS FOR WADA'S MONITORING AND ENFORCEMENT OF <i>CODE</i> COMPLIANCE BY <i>SIGNATORIES</i>	13
5.0 Objective	13
6.0 WADA's Compliance Monitoring Program	14
Figure One: Flow-chart depicting process from identification of <i>Non-Conformity</i> to allegation of non-compliance (Articles 6.1 to 6.3)	14
6.1 Operational Oversight of <i>Code</i> Compliance.....	15
6.2 Independent Review and Recommendations	15
6.3 Independent Determination of Non-Compliance and Consequences	16
6.4 The principle of last resort	16
6.5 <i>Reinstatement</i> Procedures	18
7.0 WADA's Support for <i>Signatories</i>' Efforts to Achieve/Maintain Code Compliance	18
7.1 Objective	18
7.2 Operational and Technical Support.....	18
8.0 Monitoring <i>Signatories</i>' Compliance Efforts	19
8.1 Objective	19
8.2 Prioritization Between Different <i>Signatories</i>	19
8.3 Cooperation With Other Bodies.....	21
8.4 WADA's Monitoring Tools.....	21
8.5 <i>Code</i> Compliance Questionnaires.....	23
8.6 Mandatory Information Requests	24
8.7 The Compliance Audit Program	24
8.8 Continuous monitoring of <i>Code</i> compliance	26

8.9	Special Provisions Applicable to <i>Major Event Organizations</i>	26
9.0	Giving <i>Signatories</i> the Opportunity to Correct <i>Non-Conformities</i>	28
9.1	Objective	28
9.2	Corrective Action Reports and Corrective Action Plans	28
9.3	Final Opportunity to Correct before Referral to the CRC	29
9.4	Referral to the CRC	30
9.5	Fast Track Procedure	31
10.0	Confirming Non-Compliance and Imposing <i>Signatory</i> Consequences	32
10.1	CRC Recommendation	32
10.2	Consideration by <i>WADA</i> Executive Committee	32
10.3	Acceptance by the <i>Signatory</i>	33
10.4	Determination by <i>CAS</i>	33
10.5	Recognition and Enforcement by Other <i>Signatories</i>	35
10.6	Disputes about <i>Reinstatement</i>	35
11.0	Determining <i>Signatory</i> Consequences	35
11.1	Potential Consequences for <i>Signatory</i> Non-Compliance with the <i>Code</i>	35
11.2	Principles Relevant to the Determination of the <i>Signatory</i> Consequences to be Applied in a Particular Case	35
12.0	<i>Reinstatement</i>	37
12.1	Objective	37
12.2	<i>Reinstatement</i> Conditions	37
12.3	The <i>Reinstatement</i> Process	39
Annex A:	Categories of Non-Compliance	40
Annex B:	<i>Signatory</i> Consequences	44

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

1.0 Introduction and Scope

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

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

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

- the roles, responsibilities and procedures 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 means by which *WADA* will monitor compliance by *Signatories* with their obligations under the *Code* and the *International Standards* (Part Two, Section 8);
- the opportunities and support that *WADA* will offer to *Signatories* to correct *Non-Conformities* before any formal action is taken (Part Two, Section 9);
- if a *Signatory* fails to correct the *Non-Conformities*, the process to be followed to get *CAS* to hear and determine an allegation of non-compliance and to determine the consequences of such non-compliance. This process mirrors, insofar as is appropriate and practicable, the process followed in determining *Code* non-compliance and the consequences of such non-compliance for *Athletes* and other individuals (Part Two, Section 10);
- the principles to be applied by *CAS* to determine the consequences to be imposed in a particular case, depending on the facts and circumstances of 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. It also gives *WADA* discretion to prioritize its compliance efforts in particular areas

and/or with particular *Signatories*. Most importantly, *Signatories* who are seeking in good faith to comply with the *Code* will be encouraged and supported to achieve and maintain full Code Compliance. The desire is always to have *Signatories* address any compliance issues voluntarily. Having a *Signatory* declared non-compliant and Signatory Consequences imposed is the last resort, to be pursued only where the *Signatory* has failed, despite every encouragement, to correct its *Non-Conformities*.

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

Terms used in this *International Standard* that are defined terms from the *Code* are 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 the most directly relevant to the International Standard for Code Compliance by Signatories: Article 12; Article 13.6; Article 20; and Article 24.

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: Article 4.1.2 and Article 4.8.1.2.

4.0 Definitions and Interpretation

4.1 Defined terms from the 2021 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*.

Aggravating Factors: This term encompasses a deliberate attempt to circumvent or undermine the *Code* or the *International Standards* and/or to corrupt the anti-doping system, an attempt to cover up non-compliance, or any other form of bad faith on the part of the *Signatory* in question; a persistent refusal or failure by the *Signatory* to make any reasonable effort to correct *Non-Conformities* that are notified to it by *WADA*; repeat offending; and any other factor that aggravates the *Signatory's* 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 Organization: WADA or a *Signatory* that is responsible for adopting rules for initiating, implementing or enforcing any part of the *Doping Control* process. This includes, for example, the International Olympic Committee, the International Paralympic Committee, other *Major Event Organizations* that conduct *Testing* at their *Events*, International Federations, and *National Anti-Doping Organizations*.

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

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.

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

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

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

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

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

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

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

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

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

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

National Anti-Doping Organization: The entity(ies) designated by each country as possessing the primary authority and responsibility to adopt and implement anti-doping rules, direct the collection of *Samples*, 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.

Non-Conformity: 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* to correct the *Non-Conformity/Non-Conformities* have not yet expired and so *WADA* has not yet formally alleged that the *Signatory* is non-compliant.

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

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

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.

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

Reinstatement: When a *Signatory* that was previously declared non-compliant with the *Code* and/or the *International Standards* is determined to have corrected that non-compliance and to have met all of the other conditions imposed in accordance with Article 12 of the *International Standard for Code Compliance by Signatories* for *reinstatement* of its name to the list of *Code-compliant Signatories* (and **Reinstated** shall be interpreted accordingly).

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

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.

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

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

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

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

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

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

UNESCO Convention: The International Convention against Doping in Sport adopted by the 33rd session of the UNESCO General Conference on 19 October 2005, including any 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 2021 International Standard for Testing and Investigations or the 2021 International Standard for Laboratories that are used in the International Standard for Code Compliance by Signatories

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

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

Risk Assessment: The assessment of risk of doping in a sport or sports discipline conducted by an *Anti-Doping Organization* in accordance with Article 4.2 of the *International Standard for Testing and Investigations*.

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 authority to Test has been granted or sub-contracted. The Testing Authority always remains ultimately responsible under the *Code* for compliance with the requirements of the *International Standard for Testing and Investigations* relating to collection of *Samples*).

Sample Collection 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 4 of the *International Standard for Testing and Investigations*.

Testing Authority: The *Anti-Doping Organization* that authorizes *Testing* on *Athletes* it has authority over. It may authorize another organization to conduct *Testing* pursuant to the authority of and in accordance with the rules of the *Anti-Doping Organization*. Such authorization shall be documented. The *Anti-Doping Organization* authorizing *Testing* remains the *Testing Authority* and ultimately responsible under the *Code* to ensure the

organization conducting the Testing does so in compliance with the requirements of the International Standard for Testing and Investigations.

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

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

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

Code Compliance Questionnaire: A self-assessment survey issued by *WADA* in the form of a questionnaire through which a *Signatory* reports to *WADA* on its Code Compliance.

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

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

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

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

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 9.4.3, 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.

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

Signatory Consequences: One or more of the consequences set out in Article 24.1 of the *Code* that may be imposed on a *Signatory* as a result of its failure to comply with the *Code* and/or the *International Standards*, based on the particular facts and circumstances of the case at hand, and applying the principles set out in Article 11 of the International Standard for Code Compliance by Signatories.

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

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

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 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.

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

5.0 Objective

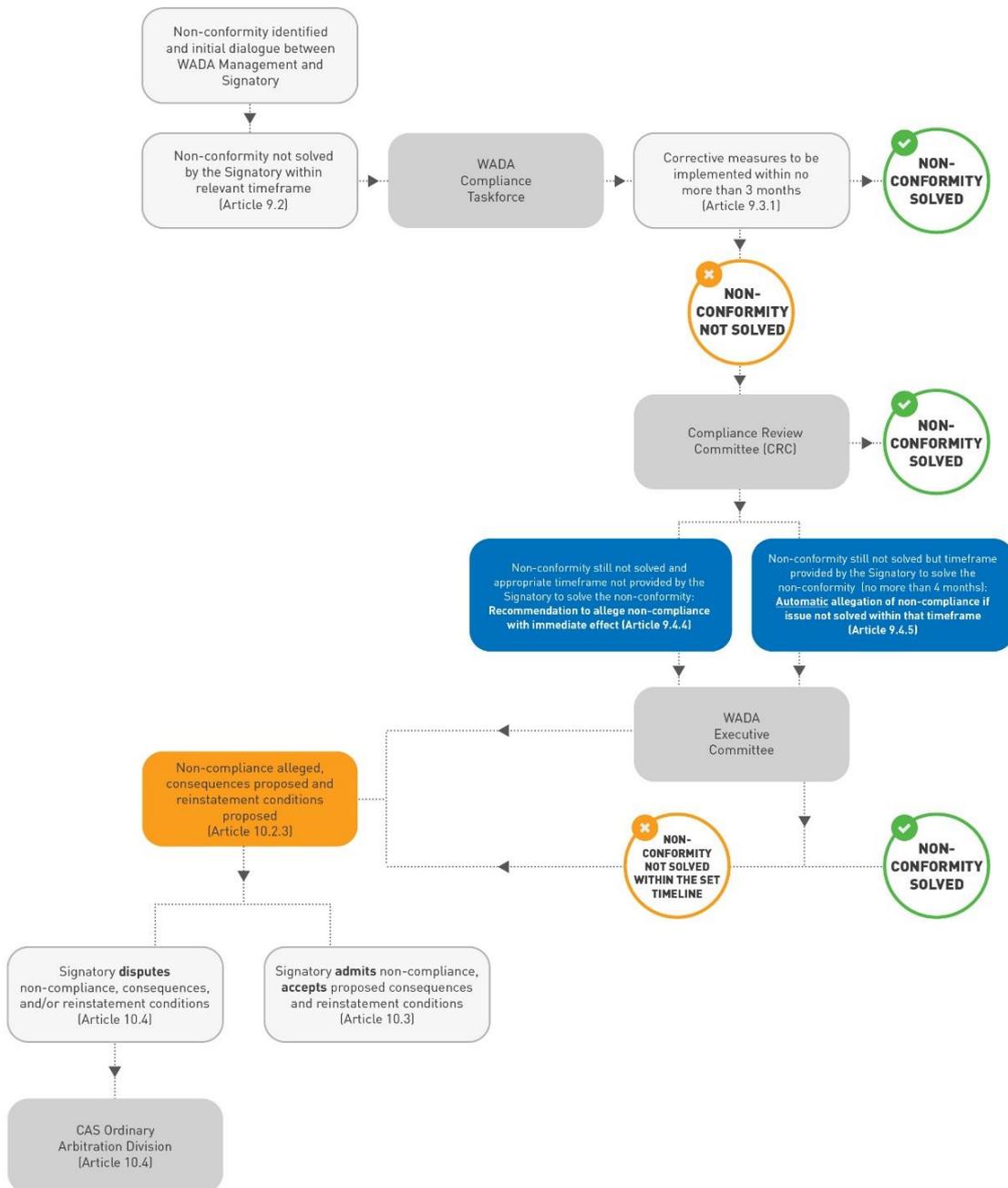
5.1 The objective of Part Two of the International Standard for Code Compliance by Signatories is to ensure that *Signatories* deliver Anti-Doping Programs within their respective spheres of responsibility that meet the requirements of the *Code* and the *International Standards*, so that there is a level playing field wherever sport is played.

5.2 To emphasize, the desire is always to have *Signatories* address any compliance issues voluntarily. Having a *Signatory* declared non-compliant and Signatory Consequences imposed is the last resort, to be pursued only where the *Signatory* has failed, despite every encouragement, to take the necessary corrective actions within the required timeframes.

5.3 Therefore, the focus of WADA's compliance monitoring program is on dialogue and communication with *Signatories*, assisting them in their efforts to ensure full Code Compliance and providing them with guidance for the continuous improvement of their Anti-Doping Programs. Where instances of *Non-Conformity* are identified, the International Standard for Code Compliance by Signatories establishes objective, pre-determined, and transparent procedures and standards that give the *Signatory* the opportunity to correct those *Non-Conformities*, and that lead (if the *Non-Conformities* are not corrected) to a determination of non-compliance and the imposition of predictable, graded and proportionate Signatory Consequences. It also sets out a clear pathway to *Reinstatement*.

6.0 WADA's Compliance Monitoring Program

Figure One: Flow-chart depicting process from identification of Non-Conformity to allegation of non-compliance (Articles 6.1 to 6.3)



6.1 Operational Oversight of Code Compliance

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

6.1.2 WADA Management is responsible for coordinating and directing the development of all activities related to WADA's Code Compliance monitoring program in coordination with the CRC, and in accordance with any prioritization of effort approved by the CRC 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 WADA's disposal to monitor Code Compliance by *Signatories*, including but not limited to ADAMS, Code Compliance Questionnaires, Mandatory Information Requests, Compliance Audits, information obtained by continuous compliance monitoring, 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 timeframes (see Article 9);

6.1.2.4 assessing whether the *Signatory's* corrective actions have corrected the *Non-Conformities* in full, referring cases where the *Non-Conformities* have not been corrected in full 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 CRC, obtaining the approval of WADA's Executive Committee to notify the *Signatory* formally of the alleged non-compliance, with such notice also specifying the Signatory Consequences that it is contended should apply for such non-compliance and the conditions that it is proposed the *Signatory* should have to satisfy in order to be *Reinstated* (see Articles 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 WADA Standing Committee that oversees WADA's Code Compliance monitoring efforts and enforcement activities, and provides advice and recommendations on such matters to WADA's Executive Committee.

6.2.1.1 The CRC is governed by by-laws designed 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.

6.2.2 The CRC follows standardized procedures encompassing review, assessment, communication, and the making of recommendations to WADA's Executive Committee on matters relating to Code Compliance and Reinstatement. These procedures (see Articles 9, 10 and 12) are designed to support a transparent, objective, and consistent approach to the assessment and enforcement of Code Compliance.

6.2.2.1 Where WADA 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 achieve full Code Compliance (see Article 9).

6.2.2.2 If the *Signatory* does not correct the *Non-Conformities* within the framework of that procedure, the CRC will review the case in detail and decide whether to recommend to WADA's Executive Committee that a formal notice be issued to the *Signatory*, (a) alleging that the *Signatory* is non-compliant; (b) contending that specified Signatory Consequences should be imposed for such non-compliance in accordance with Article 11; and (c) proposing conditions that the *Signatory* should be required to satisfy in order to be *Reinstated*, in accordance with Article 12.

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

6.3 Independent Determination of Non-Compliance and Consequences

6.3.1 In accordance with Code Article 24.1.4, upon the recommendation of the CRC, WADA's Executive Committee may approve the sending to a *Signatory* of a formal notice of its alleged non-compliance with the Code and/or the *International Standards*, with such notice also specifying the Signatory Consequences that it is contended should apply for such non-compliance, and the conditions that it is proposed the *Signatory* should have to satisfy in order to be *Reinstated*. (See Figure One above).

6.3.2 If the *Signatory* accepts or does not dispute the contents of that notice within 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 (unless appealed in accordance with Code Article 13.6) the notice will automatically become a final decision enforceable with immediate effect in accordance with Code Article 24.1.9. If the *Signatory* disputes any part of the notice, the dispute will be resolved by CAS in accordance with Code Article 24.1.6.

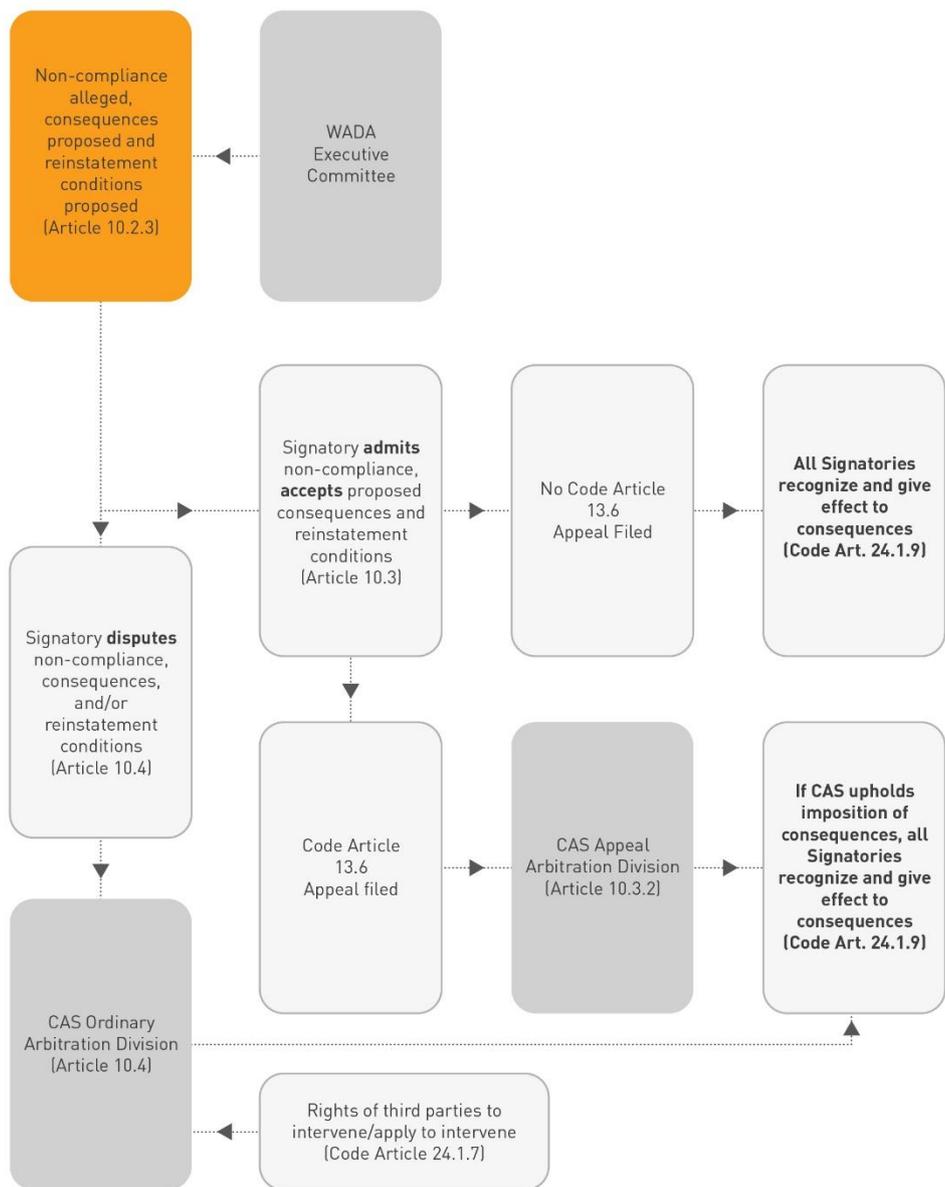
6.3.3 Once the notice is accepted as a final decision by the *Signatory*, or (if disputed) once a final decision is issued by CAS, if that decision includes consequences being imposed on the *Signatory*, then, in accordance with Code Article 24.1.9, that decision shall be applicable worldwide and shall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

6.4 The principle of last resort

6.4.1 Consistent with the 'last resort' principle, in any case (including not only ordinary but also fast-track cases), if a *Signatory* does not meet the required timeframes for correcting *Non-Conformities* and so the case is referred to the CRC and beyond, provided that the *Signatory* corrects the *Non-Conformities* at any time before consequences are imposed by CAS, then no consequences shall be imposed, save to the extent that (a) costs have been incurred in pursuing the case before CAS (in which case the *Signatory* must cover those costs); and/or (b) the failure to correct a *Non-*

Conformity within the required timeframe has resulted in irreparable prejudice to the fight against doping in sport (in which cases consequences may be imposed to reflect that prejudice).

Figure Two: Flow-chart depicting process following formal allegation of non-compliance (Articles 6.3.1 and 6.3.3)



6.5 Reinstatement Procedures

6.5.1 Where applicable, WADA Management will report to the CRC on the *Signatory's* implementation of the *Reinstatement* conditions, and the CRC will then make recommendations to WADA's Executive Committee as to whether or not the *Signatory* has satisfied those conditions and should be *Reinstated*.

6.5.2 If WADA's Executive Committee alleges that a *Signatory* has not yet satisfied its *Reinstatement* conditions and so should not yet be *Reinstated*, if the *Signatory* disputes that allegation, the dispute will be resolved by CAS in accordance with Code Articles 24.1.6 to 24.1.10. In accordance with Code Article 24.1.9, 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 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 return to full Code Compliance.

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

7.2.2.2 guideline documents covering the implementation of various components of a *Code-compliant Anti-Doping Program*, including (without limitation) *Testing*, *TUEs*, results management, education, and intelligence and investigations;

7.2.2.3 template documents and forms; and

7.2.2.4 online educational tools.

7.2.3 WADA has also developed the Code Compliance Questionnaire and the Compliance Audit program, which are designed to help *Signatories* to identify *Non-Conformities* in their Anti-Doping Programs and to devise and implement plans to correct those *Non-Conformities*. WADA will provide

various forms of support and assistance to *Signatories* in understanding its 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 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 9.4.3, however, the *Signatory* shall always remain fully liable for any *Non-Conformities* arising as a result. The *Signatory* shall ensure that it is able to require the third party to cooperate in full with (and to enable the *Signatory* to cooperate in full with) all of WADA's compliance monitoring efforts, including (without limitation) properly addressing Code Compliance Questionnaires, Mandatory Information Requests, Compliance Audits, and all continuous compliance monitoring requirements (as to which, see Article 8.8).

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 *WADA Management* will be on assisting the *Signatory* in question through dialogue and support to achieve full Code Compliance. The *Signatory* will be given adequate opportunity to dispute or 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 specifies set timeframes for their completion. The Corrective Action Report may also include recommendations as to best practice, and may refer where appropriate to resources and materials posted on WADA's website that may assist the *Signatory* in responding to the report and strengthening its Anti-Doping Program. In addition, WADA will review any Corrective Action Plan (including any requested and relevant document) provided by a *Signatory* and provide comments as necessary to ensure that 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 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 monitoring 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 International Federations;

8.2.1.4 *National Olympic Committees* and National Paralympic Committees;

8.2.1.5 *National Anti-Doping 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 that are not International Federations, and national Commonwealth Games Associations.

8.2.2 Given the large number of *Signatories* and WADA's limited resources, the CRC may approve proposals by WADA Management to prioritize the monitoring for Code Compliance (a) of certain categories of *Signatories*, based on the scope of the *Anti-Doping Activities* required of 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 (where the *Signatory* is a *Major Event Organization*) the level of *Athletes* participating in the *Event*;

8.2.2.4 performances by *Athletes* from a particular country in *International Events*;

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

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

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

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

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

8.2.2.10 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*);

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

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

8.2.2.13 a request by WADA's Executive Committee and/or WADA's 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 learns of apparent non-compliance with the Code by a member/recognized body of such *Signatory*, it will notify the *Signatory* for appropriate follow-up and action in accordance with the *Signatory's* obligations under the Code.

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 alleging non-compliance and proposing imposition of Signatory Consequences), while giving *Signatories* additional opportunity to take corrective action to ensure compliance with other requirements of the Code and/or the *International Standards*. The greatest priority will be given to pursuing the imposition of appropriate Signatory Consequences in cases involving non-compliance with *Critical* requirements and *Aggravating Factors*.

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

8.2.6 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 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 will be to facilitate and maximize the efficacy of WADA's own efforts in monitoring Code Compliance by *Signatories*. Such cooperation shall be conducted in a manner that respects all applicable data protection laws.

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 all 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 24.1.2, to complete and submit Code Compliance Questionnaires and/or other reports on its Code Compliance within reasonable and clearly communicated timeframes. Such reports shall provide all information requested by WADA accurately and completely, explain the reasons for any *Non-Conformities* identified, and describe the efforts the *Signatory* has made and/or proposes to make to correct such *Non-Conformities*;

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 correct the *Non-Conformities* and so achieve full Code Compliance;

8.4.1.3 conducting *Independent Observer Programs* (a) at the Olympic Games and the Paralympic Games, and (b) at other selected *Events*;

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

8.4.1.5 reviewing the following key documents:

- (a) *Signatories'* 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 provided in accordance with *Code* Article 5.4;
- (c) *Signatories'* annual statistical reports of their respective *Doping Control* activities 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) any other documents or data requested by *WADA* Management from the *Signatory* in order to assess the *Signatory's* Code Compliance;

8.4.1.6 conducting other continuous compliance monitoring activities in accordance with Article 8.8;

8.4.1.7 reviewing results management decisions made by *Signatories* and communicated to *WADA* in accordance with *Code* Articles 7.6 and 14.1.4, including (without limitation) 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 allegation of an anti-doping rule violation; and
- (e) to agree on the outcome of proceedings alleging an anti-doping rule violation without first holding a hearing;

provided that, save in exceptional cases, *WADA* will not allege that a *Signatory* is non-compliant based solely on a single non-compliant results management decision. Instead, *WADA* will notify the *Signatory* within a reasonable period following receipt of a material number of results management decisions that *WADA* Management considers to be non-

compliant. Thereafter, WADA will take further action against the *Signatory* for non-compliance (by issuing a Corrective Action Report in accordance with Article 9.2.2) if, notwithstanding such notification, (1) the *Signatory* fails to put in place measures reasonably designed to avoid any further non-compliant results management decisions; or (2) WADA receives a further non-compliant results management decision for which the *Signatory* is responsible;

8.4.1.8 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*, whistle-blowers, the media, and members of the public;

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

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

8.4.1.11 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 24.1.2 requires *Signatories* to report to WADA on their Code Compliance when requested by WADA's Executive Committee.

8.5.2 As and when determined by WADA's Executive Committee on the recommendation of the CRC (but no 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 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 date for return of the completed Code Compliance Questionnaire, including any accompanying documentation. It will send reminders to *Signatories* as the date approaches.

8.5.4 Further to Code Article 24.1.3, a failure by a *Signatory* to return an accurate and complete Code Compliance Questionnaire to WADA by the specified date is itself a failure to comply with Code Article 24.1.2 that will trigger the process outlined in Article 9.3.1.

8.5.5 WADA will review the information provided in a completed Code Compliance Questionnaire to assess the *Signatory's* degree of Code Compliance. WADA shall seek to verify a *Signatory's* responses to specific questions in the Code Compliance Questionnaire by reference to information obtained from other, reliable sources, such as data filed in *ADAMS*, and independent investigation reports. 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. If in fact there are (and were at the time) *Non-Conformities* that *WADA* was not able to identify in its review of the *Signatory's* completed Code Compliance Questionnaire, but instead identified as part of its other compliance monitoring activities, *WADA's* original conclusion shall not constrain in any way 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*.

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.

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 complying with *Critical* or *High Priority* requirements, *WADA* Management may send the *Signatory* a Mandatory Information Request requiring it to provide information that enables *WADA* to confirm the actual position. *WADA* shall only request information that is necessary for *WADA* to assess the *Signatory's* Code Compliance effectively, and that is not already available to *WADA* through other sources (such as *ADAMS*). The request will explain why *WADA* Management is asking for the information and will specify the date for the *Signatory* to provide it (which date shall be no less than twenty-one days later).

8.6.2 *WADA* Management will assign a WADA Auditor to review the response received from the *Signatory* and to provide an assessment and recommendation, including (where appropriate) a recommendation to issue a Corrective Action Report in accordance with Article 9.2.

8.6.3 If the *Signatory* fails to provide the required response to a Mandatory Information Request by the date that *WADA* has specified for receipt of such response, that will trigger the process outlined in Article 9.3.1.

8.7 The Compliance Audit Program

8.7.1 *WADA* Management will decide (subject to CRC oversight) which *Signatories* shall undergo a Compliance Audit. The factors listed at Article 8.2.2 may trigger a Compliance Audit. *Signatories* may also be selected for a Compliance Audit based on any other relevant reason or credible intelligence collected or received by *WADA*.

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. A lack of cooperation may be referred 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 proposes to visit the *Signatory's* offices to conduct the audit (which is usually

two to three days in duration). The dates identified should give the *Signatory* at least one month to prepare for the audit visit.

8.7.4.2 The *Signatory* has fourteen 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*. If a *Signatory* refuses to be audited or frustrates the process by failing to cooperate in finding appropriate dates for an audit, that will be considered a *Non-Conformity* with *Code* Article 24.1.2 and will trigger the process set out in Article 9.3.1.

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

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 facilities for the *WADA* audit team to carry out the Compliance Audit. If the *Signatory* delegates any part of its Anti-Doping Program to a third party, the *Signatory* must ensure that representatives of the third party are available to answer questions from the *WADA* audit team and provide any requested documentation or information during the 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 *WADA* considers reliable, and any other reliable information available to it. The audit team will seek out representative examples and evidence of the work conducted by the *Signatory* as part of its Anti-Doping Program, noting any discrepancies between such examples and evidence and the information that the *Signatory* has provided (e.g., in its Code Compliance Questionnaire). The *Signatory* shall cooperate in providing the audit team with full access to all information, procedures and systems required to complete the Compliance Audit.

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 *Critical* and *High Priority* requirements). The audit team may also outline any findings and/or best practice recommendations in respect of *General* requirements. The *Signatory* will be given an opportunity to note any disagreement with the audit team's preliminary findings during the closing meeting. The audit team will also outline the likely follow-up process and timeframes in terms of corrective actions, so that the *Signatory* may start addressing the findings immediately, i.e., without waiting for the Corrective Action Report. Following completion of the audit, the lead auditor will present the final audit findings in a draft Corrective Action Report to *WADA* Management (which, following further consideration, may be more extensive than the preliminary findings presented verbally at the closing meeting). As soon as practicable thereafter, a final Corrective Action Report will be issued to the *Signatory* in accordance with Article 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 of the costs of a Compliance Audit.

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

8.8 Continuous monitoring of Code compliance

8.8.1 WADA Management will identify a number of requirements (in consultation with the CRC) for which *Signatories* will be subject to continuous compliance monitoring, using means that are complementary to the Code Compliance Questionnaire and Compliance Audits.

8.8.2 The relevant department within WADA will be responsible for continuously monitoring each *Signatory's* compliance with the requirement(s) in question. Appropriate timeframes and reminders will be established and communicated to the *Signatories* with sufficient time afforded to correct any *Non-Conformity*.

8.8.3 If the *Signatory* does not correct the *Non-Conformity* within the timeframe set by the relevant WADA department, then the department will report the *Non-Conformity* to WADA Management, which will issue a Corrective Action Report in accordance with Article 9.2.2.

8.8.4 In addition to the above continuous compliance monitoring, *Signatories* that have been subject to a Compliance Audit may have any *Non-Conformities* with *Critical* or *High Priority* requirements that were identified at the time of the audit reviewed after the completion of the post-audit Corrective Action Report. A WADA Auditor will assess whether the *Critical* and *High Priority* requirements are still being met by reference to any information to which WADA has access, including via a Mandatory Information Request. Should the WADA Auditor identify any *Non-Conformities* with *Critical* or *High Priority* requirements, WADA will issue a Corrective Action Report in accordance with Article 9.2.2.

8.9 Special Provisions Applicable to *Major Event Organizations*

8.9.1 *Major Event Organizations* are subject to the same Code Compliance monitoring and enforcement rules and procedures set out in this International Standard for Code Compliance by *Signatories* as all other *Signatories*. However, *Major Event Organizations* may also be made the subject of an *Independent Observer Program*; and the normal procedures for identification and correction of *Non-Conformities* may have to be expedited for them, in the manner set out in this Article 8.9, due to the timing of their *Events*. For the avoidance of doubt, unless otherwise stated in this Article 8.9, the normal rules, procedures and timeframes set out in this International Standard for Code Compliance by *Signatories* shall apply to *Major Event Organizations*.

8.9.2 WADA may send to a *Major Event Organization* a Code Compliance Questionnaire tailored for *Major Event Organizations* not later than one year prior to its *Event*, to be completed and returned to WADA within two months, describing the Anti-Doping Program that the *Major Event Organization* proposes to put in place for the *Event*, so that any *Non-Conformities* can be identified and corrected in advance.

8.9.3 Where WADA identifies *Non-Conformities* based on the *Major Event Organization's* completed Code Compliance Questionnaire, it will issue a Corrective Action Report in accordance with Article 9.2.2, save that where the Corrective Action Report:

8.9.3.1 identifies *Non-Conformities* with requirements that are considered to be *Critical*, the *Signatory* must correct them within a timeframe specified by *WADA* of no more than two months; and/or

8.9.3.2 identifies *Non-Conformities* with requirements that are considered to be *High Priority*, the *Signatory* must correct within a timeframe specified by *WADA* of no more than four months; and/or

8.9.3.3 identifies *Non-Conformities* with *General* requirements, the *Signatory* must correct them within a timeframe specified by *WADA* of no more than six months.

8.9.4 Where a *Major Event Organization* fails to correct *Non-Conformities* within the timeframe specified by *WADA*, *WADA* Management shall follow the standard corrective procedures and timeframes set out in Articles 9.1 to 9.3, save that where the urgency of the matter/the timing of the *Event* means that such standard procedures and timeframes are not appropriate, if time allows *WADA* Management may impose shorter timeframes (provided it informs the *Major Event Organization* of the shortened timeframes and of the consequences of failing to meet them) and/or may refer the case to the CRC for urgent consideration without following all of the steps set out in Articles 9.1 to 9.3.

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

8.9.5 When *WADA* Management refers a case to the CRC in accordance with this Article 8.9:

8.9.5.1 The CRC will convene (either in person or otherwise) as soon as possible to consider the matter. It will consider *WADA* Management's assessment, and any explanation or comments provided by the *Major Event Organization* in accordance with Article 8.9.4.1.

8.9.5.2 Following such review, if the CRC considers that an expedited procedure is not required, it may recommend:

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

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

(c) that the *Major Event Organization* contract with another *Signatory* and/or a third party service provider to support its Anti-Doping Activities at the *Event*.

8.9.6 If, however, the CRC considers that an expedited procedure is required, then Articles 9.5.4.3 and 9.5.4.4 shall apply.

8.9.7 Whether or not Article 8.9.5.2(a) applies:

8.9.7.1 In accordance with Article 8.4.1.3, as an additional means of monitoring Code Compliance by *Major Event Organizations*, *WADA* may conduct *Independent Observer Programs* (a) at the Olympic Games and the Paralympic Games, (b) at continental Games (e.g., All Africa Games, Asian Games, European Games, PanAmerican Games), as well as the Commonwealth Games and World Games; and (c) at other selected *Events*, selected based on objective criteria agreed with the CRC.

8.9.7.2 Where WADA has issued a Corrective Action Report for a *Major Event Organization* in accordance with Article 8.9.3, one of the tasks of the *Independent Observer Program* sent to that *Major Event Organization's* next event will be to determine whether the International Olympic Committee or International Paralympic Committee or other *Major Event Organization* (as applicable) has implemented the corrective actions identified in that Corrective Action Report. If the corrective actions have not been properly implemented, they will be referenced in the report issued by the *Independent Observer Program* and published by WADA after the Games, along with any other *Non-Conformities* identified by the *Independent Observer Program* during the Games.

8.9.7.3 When the report issued by the *Independent Observer Program* is completed, all *Non-Conformities* will also be included in a new Corrective Action Report, requiring (as WADA sees fit) either (a) implementation of the corrective actions within specified timeframes (which may or may not be the same timeframes as are set out in Article 8.9.3), or (b) a commitment to implement the corrective actions before the next edition of the *Major Event Organization's Event*.

9.0 Giving Signatories the Opportunity to Correct Non-Conformities

9.1 Objective

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

9.1.2 This Section 9 of the International Standard for Code Compliance by Signatories sets out the procedures that WADA will follow in giving the *Signatory* adequate opportunity to address and correct the *Non-Conformities* identified. The various steps in the process are presented in flow-chart format in Figure One (Article 6 above).

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*, WADA Management will give the *Signatory* written notice of the *Non-Conformities* and a three-month timeframe to correct them or to provide draft corrections and a confirmed timeframe 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, or otherwise), WADA Management will send the *Signatory* a Corrective Action Report that:

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

9.2.2.2 identifies *Non-Conformities* with requirements that are considered to be *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* with *General* requirements, which the *Signatory* must correct within a timeframe specified by WADA of no more than 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 procedures set out at Article 8.9.

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

9.2.4 If the *Signatory* disputes the *Non-Conformities* identified in the Corrective Action Report, and/or their classification as *Critical* or *High Priority*, WADA Management shall review the position. If the position is maintained following that review, the *Signatory* may request that the dispute be referred to the CRC in accordance with Article 9.4.1. If the CRC agrees with the view of WADA Management, and the matter proceeds to an allegation of non-compliance, the *Signatory* may continue to dispute the *Non-Conformities* and/or their classification in the CAS proceedings. If the CRC does not agree with the view of WADA Management, WADA Management may take the issue to WADA's Executive Committee for decision.

9.2.5 Subject to Article 9.2.4, the *Signatory* shall correct the *Non-Conformities* within the timeframes specified in the Corrective Action Report. The Corrective Action Report will include within it a Corrective Action Plan section for the *Signatory* to complete to assist the *Signatory* in planning who within its organization will implement each of the corrective actions, how, and by when. It is not mandatory for the *Signatory* to provide a Corrective Action Plan to WADA but it is strongly recommended. If the *Signatory* provides a Corrective Action Plan, WADA will review that plan to confirm it is fit for purpose, and if it is not fit for purpose then WADA will provide comments to assist the *Signatory* to make it fit for purpose.

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

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

9.3 Final Opportunity to Correct before Referral to the CRC

9.3.1 If a *Signatory* does not correct all *Non-Conformities* within the timeframe set in the Corrective Action Report, or if a *Signatory* fails to provide the required response within the specified timeframe to a Code Compliance Questionnaire, a notice of a Compliance Audit, a request made as part of continuous compliance monitoring, or a Mandatory Information Request, WADA Management will give the *Signatory* written notice of that failure and a new timeframe (of up to three months) to correct it. That new timeframe 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 position by that timeframe.

9.3.2 If any further *Non-Conformities* are discovered, or there is a repeat of a *Non-Conformity* that was supposedly corrected, after the *Signatory* has been given a new timeframe to correct the original *Non-Conformities* pursuant to Article 9.3.1 but before the matter has been referred to the CRC, WADA Management may send the *Signatory* notice of the new *Non-Conformities* and give it a new timeframe to correct all of the original *Non-Conformities* and the new *Non-Conformities*.

9.4 Referral to the CRC

9.4.1 If a *Signatory* (a) continues to dispute the *Non-Conformity* after an exchange of views with WADA Management; or (b) does not correct a *Non-Conformity* by the timeframe set in accordance with Article 9.3.1; or (c) does not provide the required response to a Mandatory Information Request or Code Compliance Questionnaire by the timeframe set in accordance with Article 9.3.1, WADA Management will refer the matter to the CRC for consideration in accordance with Articles 9.4.2 to 9.4.6.

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

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

9.4.3.1 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 23.3 to devote sufficient resources, and, where applicable, an obligation to secure the support of governmental and other public authorities required to achieve and maintain Code Compliance; or

9.4.3.2 that the *Signatory* 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 assigned the task of collecting *Samples*; or a local organising committee to which a *Major Event Organization* has assigned the task of running its Anti-Doping Program at the *Event* in question).

[Comment to Article 9.4.3.2: 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 it does not control; and (b) just as an athlete cannot escape the consequences of an anti-doping rule violation by delegating his or her responsibility to comply with his or her anti-doping obligations to others, so too a Signatory has an absolute and non-delegable obligation to comply with the requirements of the Code and the International Standards. The Signatory has the right to decide how to meet that obligation, including the right to assign certain tasks to appropriate third parties, should it see fit, but it remains fully responsible for complying with the Code and the International Standards, and is fully liable for any non-compliance caused by any failures of such third party.]

9.4.4 Where the CRC considers that the *Signatory* has failed without valid reason to correct the *Non-Conformity/ies* in question or to respond to a Mandatory Information Request or Code Compliance Questionnaire satisfactorily within the specified timeframe, the CRC will provide to WADA's Executive Committee a report of the relevant facts and an explanation of why, based on

those facts, the CRC recommends that the *Signatory* be sent a formal notice alleging that it is non-compliant with the requirements of the *Code* and/or the *International Standards*, categorizing the requirements in question as *Critical*, *High Priority*, or *General*, identifying any *Aggravating Factors*, proposing particular *Signatory Consequences* for such non-compliance (as recommended by the CRC, in accordance with Article 11), and proposing conditions that the *Signatory* should have to satisfy in order to be *Reinstated* (as recommended by the CRC, in accordance with Article 12).

9.4.5 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 four months, then the CRC may recommend to WADA's Executive Committee that it decide (a) to give the *Signatory* that period (starting to run from the date of the Executive Committee's decision) to correct the *Non-Conformities*, and (b) that the formal notice described in Article 9.4.4 shall be sent to the *Signatory* upon expiry of that timeframe (without the need for further decision by WADA's Executive Committee) if the CRC considers that the *Non-Conformities* have not been corrected in full by then.

9.4.6 In either case, in applying the principles set out in Article 11, the CRC will assess and consider in making its recommendation the potential impact on third parties, including in particular *Athletes*, of any consequences proposed. WADA Management will be responsible for ensuring that the CRC is fully informed of this potential impact.

9.5 Fast Track Procedure

9.5.1 Unless otherwise specified, this Article 9.5 applies to cases 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 in order to maintain confidence in the integrity of a sport or sports and/or of a particular *Event* or *Events*.

9.5.2 WADA Management may refer a case that falls within Article 9.5.1 to the CRC for urgent consideration without following all of the steps set out in the preceding Articles of this International Standard for Code Compliance by Signatories. Alternatively, if time allows, WADA Management may follow some or all of those steps but with shortened timeframes, according to the urgency of the matter, and refer the case to the CRC if the *Signatory* has not corrected the *Non-Conformities* within the shortened timeframes.

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

9.5.4 When WADA Management refers a case to the CRC in accordance with this Article 9.5:

9.5.4.1 The CRC will convene (in-person or otherwise) as soon as possible to consider the matter. It will consider WADA Management's assessment, and any explanation or comments provided by the *Signatory* in accordance with Article 9.5.3.

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

- (a) that the *Signatory* undergo a Compliance Audit; and/or
- (b) that a Corrective Action Report be issued to the *Signatory*, to be followed up in accordance with the normal procedures set out in Articles 9.3 and/or 9.4.

9.5.4.3 If, however, the CRC considers that a fast track procedure is required, the CRC may recommend to WADA's Executive Committee that the *Signatory* be sent a formal notice

alleging that it is non-compliant with *Critical* requirements of the *Code* and/or the *International Standards*, identifying any *Aggravating Factors* alleged by *WADA*, specifying the *Signatory Consequences* that it is contended should be imposed for such non-compliance (in accordance with Article 11) (including any such consequences that the *CRC* considers should be imposed urgently to protect the rights of clean *athletes* and/or to maintain confidence in the integrity of a sport and/or of a particular *Event* or *Events*), and specifying the conditions that it is proposed the *Signatory* should have to satisfy in order to be *Reinstated* (in accordance with Article 12).

9.5.4.4 If *WADA*'s Executive Committee accepts that recommendation (by vote taken at an in-person meeting or, if necessary to avoid delay, by teleconference or by circular email communication), that formal notice shall be sent to the *Signatory* in accordance with Article 10.2.3 and at the same time or at any time thereafter *WADA* may refer the case to *CAS* (Ordinary Arbitration Division) and may apply to *CAS* for appropriate interim relief, in accordance with Article 10.4.4, or alternatively (if time allows) for an expedited proceeding.

10.0 Confirming Non-Compliance and Imposing Signatory Consequences

10.1 CRC Recommendation

10.1.1 Articles 9.4 and 9.5 identify the circumstances in which the *CRC* may recommend that the *Signatory* be sent a formal notice alleging that it is not compliant with the requirements of the *Code* and/or the *International Standards*, categorizing the requirements in question as *Critical*, *High Priority*, or *General*, identifying any *Aggravating Factors* alleged by *WADA* (in cases involving non-compliance with *Critical* requirements), specifying the *Signatory Consequences* that it is contended should be imposed for such non-compliance (in accordance with Article 11), and specifying the conditions that it is proposed the *Signatory* should have to satisfy in order to be *Reinstated* (in accordance with Article 12).

10.2 Consideration by WADA Executive Committee

10.2.1 At its next meeting in person, or else (if the *CRC* so recommends) by teleconference or by circular email communication, *WADA*'s Executive Committee will decide whether to accept the *CRC*'s recommendation. The *CRC*'s recommendation and the decision of *WADA*'s Executive Committee in respect of that recommendation shall be made public (e.g., by publication of the minutes of *WADA*'s Executive Committee's deliberations on the matter) no more than fourteen days after *WADA*'s Executive Committee makes its decision.

10.2.2 If *WADA*'s Executive Committee does not accept all or any part of the *CRC*'s recommendation, it shall not substitute its own decision but instead shall remit the matter back to the *CRC* so that the *CRC* may consider the matter further and decide how to proceed (e.g., by making a revised recommendation to *WADA*'s Executive Committee). If *WADA*'s Executive Committee also does not accept the *CRC*'s second recommendation on the matter, it may either refer the matter back to the *CRC* again or else take its own decision on the matter, as it sees fit.

10.2.3 Where *WADA*'s Executive Committee decides to accept the *CRC*'s recommendation to issue a formal notice of non-compliance to a *Signatory* (whether immediately, or automatically upon expiry of the timeframe specified in accordance with Article 9.4.5, if the *CRC* concludes that the *Non-Conformities* have still not been corrected by then), *WADA* shall issue such formal notice to the *Signatory*, setting out the matters referenced at Article 10.1.1. The process thereafter is set out in

flow-chart form in Figure Two in Article 6 above.

10.2.4 Where the Signatory Consequences proposed in the formal notice may affect attendance at/participation 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). 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*. WADA's stakeholders may assist in the publicising of the notice, such as by publicly reporting it on their own websites.

10.3 Acceptance by the Signatory

10.3.1 The *Signatory* will have twenty-one days from the date of receipt of the formal notice to dispute WADA's allegation of non-compliance and/or the Signatory Consequences and/or the Reinstatement conditions proposed by WADA in the notice. Further to Article 24.1.5 of the *Code*, if the *Signatory* does not communicate such dispute in writing to WADA within twenty-one days (or such extended timeframe as WADA may agree), the allegation will be deemed admitted, 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 (subject to Article 10.3.2) with immediate effect in accordance with Article 24.1.9 of the *Code*. This outcome will be publicly reported by WADA.

10.3.1.1 If, alternatively, the *Signatory* purports to correct the non-compliance in full within twenty-one days of receipt of the formal notice, WADA Management will refer the matter to the CRC. If the CRC is satisfied that the non-compliance has been corrected in full, it will recommend to WADA's Executive Committee that the formal notice be withdrawn without the matter being referred to CAS. If the CRC is not satisfied that the non-compliance has been corrected in full, WADA will re-send the formal notice (amended if necessary, at the direction of the CRC) to the *Signatory*, giving it another twenty-one days from the date of receipt of the notice either to dispute or to accept the contents of the notice.

10.3.2 WADA will publicly report the decision referred to in Article 10.3.1 by posting it on its website. Any party that would have been entitled as of right under *Code* Article 24.1.7 to intervene in the CAS proceedings that would have taken place if the *Signatory* had disputed any aspect of WADA's notice shall have the right to appeal that decision by filing an appeal with CAS within twenty-one days of WADA posting that decision on its website. The appeal shall be resolved by the CAS Appeals Arbitration Division in accordance with the CAS Code of Sports-related Arbitration and Mediation Rules and this International Standard for Code Compliance by Signatories (and in the case of conflict between them, the latter shall prevail). Swiss law will govern the proceedings. The seat of the arbitration, and the venue of any hearings, shall be Lausanne, Switzerland. Unless the parties agree otherwise, the proceedings will be conducted in English and the CAS Panel that hears and determines the dispute will be composed of three arbitrators. WADA and the *Signatory* shall each nominate an arbitrator to sit on the CAS Panel, choosing either from the list of arbitrators specifically designated by CAS for cases arising under Article 24.1 of the *Code* or from the general CAS list of arbitrators, as each sees fit, and those two arbitrators shall together choose a third arbitrator from the former list to act as President of the CAS Panel. If they cannot agree within three days, the President of the CAS Appeal Arbitration Division will choose the President of the CAS Panel from the former list. Cases shall be completed expeditiously and (save in exceptional circumstances) the reasoned decision shall be issued no later than three months after the date of appointment of the CAS Panel. That decision shall be publicly reported by CAS and the parties.

10.4 Determination by CAS

10.4.1 If the *Signatory* denies the alleged non-compliance and/or disputes the proposed Signatory Consequences and/or the proposed Reinstatement conditions, then (in accordance with Article 24.1.6 of the *Code*) it must notify *WADA* in writing within twenty-one days of its receipt of the notice from *WADA*. *WADA* shall then file a formal notice of dispute with *CAS*, and the dispute will be resolved by the *CAS* Ordinary Arbitration Division in accordance with the *CAS* Code of Sports-related Arbitration and Mediation Rules and this International Standard for Code Compliance by Signatories (and in the case of conflict between them, the latter shall prevail). Swiss law will govern the proceedings. The seat of the arbitration, and the venue of any hearings, shall be Lausanne, Switzerland. Unless the parties agree otherwise, the proceedings will be conducted in English and the *CAS* Panel that hears and determines the dispute will be composed of three arbitrators. *WADA* and the *Signatory* shall each nominate an arbitrator to sit on the *CAS* Panel either from the list of arbitrators specifically designated by *CAS* for cases arising under Article 24.1 of the *Code* or from the general *CAS* list of arbitrators, as each sees fit, and those two arbitrators shall together choose a third arbitrator from the former list to act as the President of the *CAS* Panel. If they cannot agree within three days, the President of the *CAS* Ordinary Arbitration Division will choose the President of the *CAS* Panel from the former list. Third parties may intervene or apply to intervene (as applicable) as set out in *Code* Article 24.1.7. 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, and if the *Signatory* has also disputed the Signatory Consequences and/or the Reinstatement conditions specified by *WADA*, the *CAS* Panel will 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 Consistent with the 'last resort' principle, in any case (including not only ordinary but also fast-track cases), if a *Signatory* does not meet the required timeframes for correcting *Non-Conformities*, and therefore the case is referred to the CRC, if the *Signatory* corrects the *Non-Conformities* to the satisfaction of the CRC at any time before consequences are imposed by *CAS*, then it will avoid any such consequences, save to the extent that costs have been incurred in pursuing the case before *CAS* (in which case the *Signatory* must cover those costs) and/or the failure to correct a *Non-Conformity* within the required timeframe has resulted in irreparable prejudice (in which cases consequences may be imposed to reflect that prejudice).

10.4.4 No Signatory Consequences will come into effect unless and until *CAS* so orders. In urgent cases, however, *WADA* may ask *CAS* to issue interim measures on a provisional basis, where necessary (for example) to preserve the integrity of an *Event*. In such cases, any third party that would have a right to intervene pursuant to *Code* Article 24.1.7 has a right to be heard on the application for interim measures, to the extent it would be impacted by those measures. 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 *CAS* may issue directions for an expedited hearing on the merits of the case.

10.4.4.1 Where necessary (for example, to avoid the risk of destruction of evidence), *WADA* may make the request for provisional interim measures *ex parte*, even before the matter is brought to *WADA*'s Executive Committee or formal notice of the dispute is sent to the *Signatory* in question. In such cases, if the provisional interim measures are granted, the *Signatory* shall have a right of appeal against those provisional interim measures to the *CAS* Appeals Division.

10.5 Recognition and Enforcement by Other Signatories

10.5.1 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 *CAS* ruled against the *Signatory*), in accordance with *Code* Article 24.1.9 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.

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

10.6 Disputes about Reinstatement

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

11.0 Determining Signatory Consequences

11.1 Potential Consequences for Signatory Non-Compliance with the Code

11.1.1 The consequences that may be imposed, individually or cumulatively, 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, are set out at Article 24.1.12 of the *Code*.

11.2 Principles Relevant to the Determination of the Signatory Consequences to be Applied in a 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. As a guide to assessing the potential impact of a *Signatory's* non-compliance on clean sport, the different requirements of the *Code* and *International Standards* shall be categorized (in ascending order of gravity) as *General*, *High Priority*, or *Critical*, as described further in Annex A to this International Standard for Code Compliance by Signatories. Where the case involves more than one category of non-compliance, the Signatory Consequences imposed shall be based on the gravest category of non-compliance. In terms of the degree of fault of the *Signatory*, the obligation to comply is absolute, and so any alleged lack of intent or other fault is not a mitigating factor, but any fault or negligence on the part of a *Signatory* may impact on the Signatory Consequences imposed.

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

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 The Signatory Consequences imposed in a particular case shall go as far as is necessary to achieve the objectives underlying the *Code*. In particular, they shall be sufficient to motivate full Code Compliance by the *Signatory* in question, to punish the *Signatory's* non-compliance, to deter further non-compliance by the *Signatory* in question and/or by other *Signatories*, and to incentivize all *Signatories* to ensure they achieve and maintain full and timely Code Compliance at all times.

11.2.5 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 what 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 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 an Anti-Doping Program that is compliant with the Code, 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 The Signatory Consequences should not go further than is necessary to achieve the objectives underlying the *Code*. In particular, where a consequence imposed is exclusion of *Athletes* and/or *Athlete Support Personnel* from participation in one or more *Events*, 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 affected by the *Signatory's* non-compliance. If so, and if it is clear that allowing them to compete in the *Event(s)* in a neutral capacity (i.e., not as representatives of any country) will not make the Signatory Consequences that have been imposed less effective, or be unfair to their competitors or undermine public confidence in the integrity of the *Event(s)* (e.g., because the *Athletes* have been subject to an adequate testing regime for a sufficient period) or in the commitment of WADA and its stakeholders to do what is necessary to defend the integrity of sport against doping, then such a mechanism may be permitted, under the control of and/or subject to the approval of WADA (to ensure adequacy and consistency of treatment across different cases).

[Comment to Article 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 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 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 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 Unless specified otherwise, all Signatory Consequences shall remain in effect until the *Signatory* is *Reinstated*.

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

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

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 corrective actions 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 24.1.4, in the formal notice that it sends to the *Signatory*, setting out the *Signatory's* alleged non-compliance and the proposed Signatory Consequences, *WADA* shall also specify the conditions that it proposes the *Signatory* should have to satisfy in order to be *Reinstated*, which shall be as follows:

12.2.1.1 all of the matters that caused the *Signatory* to be declared non-compliant must have been corrected in full;

12.2.1.2 the *Signatory* must have demonstrated that it is ready, willing and able to comply with all of its obligations under the *Code* and the *International Standards*, including (without limitation) carrying out all of its *Anti-Doping Activities* independently and without improper outside interference;

(a) 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 (set out in Article 9) will apply, but the *Signatory* will not be *Reinstated* until it has corrected all of the new *Non-Conformities* that relate to *Critical* or *High Priority* requirements.

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

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

(a) any specific costs and expenses reasonably incurred by *WADA* in *Special Monitoring* actions (i.e., outside *WADA*'s routine monitoring activities) that identified the *Signatory*'s non-compliance (e.g., 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 *Approved Third Parties* from the date on which the decision that the *Signatory* was non-compliant became final until the date of the *Signatory*'s *Reinstatement*, including (without limitation) costs and expenses reasonably incurred in implementing the Signatory Consequences (including the costs relating to *Special Monitoring*, *Supervision* or *Takeover* and the costs of monitoring the *Signatory*'s compliance with the Signatory Consequences) and the costs and expenses reasonably incurred in assessing the *Signatory*'s efforts to satisfy the *Reinstatement* conditions; and

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

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

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

12.2.4 *WADA* (and/or *CAS*) may establish an instalment plan for payment of the costs and expenses set out in Article 12.2.1.4. In such a case, provided the *Signatory* is fully up-to-date with payments under that instalment plan, once the *Signatory* has complied with all other *Reinstatement* conditions it may be *Reinstated* even if further instalments will only become due for payment after the date of *Reinstatement*. However, the *Signatory* remains liable to pay all remaining instalments after such

Reinstatement. A failure to do so shall be processed as a new *Non-Conformity* with a *High Priority* requirement.

12.3 The Reinstatement Process

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

12.3.2 Where a *Signatory's* right to conduct some or all *Anti-Doping Activities* has been withdrawn, the CRC may recommend to WADA's Executive Committee that the *Signatory* be given back the right to conduct certain of those *Anti-Doping Activities* (under *Special Monitoring* and/or *Supervision* by an *Approved Third Party*) prior to full *Reinstatement*, 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.

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

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

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

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

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

12.3.8 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 demonstrate the *Signatory's* continuing Code Compliance, which may include (without limitation) conducting a Compliance Audit within a specified period following *Reinstatement*. Any breach of such conditions shall be processed in the same manner as any other new *Non-Conformity*.

Annex A: Categories of Non-Compliance

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

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

- a) The establishment of a process to ensure that *Athletes* do not breach the prohibition against participation while ineligible, in accordance with Article 10.14 of the *Code*.
- b) In cases where it has been determined after a hearing or appeal that a *Person* has not committed an anti-doping rule violation, using reasonable efforts to obtain the consent of that *Person* to the public disclosure of that decision, in accordance with Article 14.3.3 of the *Code*.
- c) Establishing a process designed to ensure that a *Person* is able to confirm in writing or verbally his/her understanding of the terms on which his/her personal data is processed, in accordance with Article 7 of the International Standard for the Protection of Privacy and Personal Information.
- d) Designating a person within the *Anti-Doping Organization* who is accountable for compliance with the International Standard for the Protection of Privacy and Personal Information and all locally applicable privacy and data protection laws, in accordance with Article 4.5 of that Standard.

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

- a) The development, publication and implementation of an education plan in accordance with Article 18.2 of the *Code* which focuses activities on the Education Pool as described in Article 18.2.1 of the *Code*.
- b) The development of intelligence and investigation capabilities in accordance with the requirements of Article 5.7 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 of the International Standard for Testing and Investigations.
- d) 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 training/accreditation/re-accreditation programs for Sample Collection Personnel in accordance with Annex G 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 G.4.2.1 of the International Standard for Testing and Investigations.
- g) The collection and processing of *Samples* in accordance with the requirements of Annexes A to F 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) Review of all *Atypical Findings* in accordance with Article 7.4 of the *Code*.
- j) The timely notification to WADA and to the International Federation(s) and *National Anti-Doping Organization(s)* of the subject(s) of the investigation into a potential ADRV of the outcome of that investigation, in accordance with Article 12.3.3 of the International Standard for Testing and Investigations.
- k) The reporting of all *TUE* decisions into *ADAMS* as soon as possible and in any event within twenty-one days of receipt of the decision, in accordance with Article 5.5 of the International Standard for Therapeutic Use Exemptions.
- l) 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*.
- m) The requirement that an International Federation ensure the policies, rules and programs of its National Federations and other members are in compliance with the *Code*, in accordance with Article 20.3.2 of the *Code*.
- n) The requirement to pay (i) the costs of a WADA investigation, in accordance with Article 12.2.1.4(a) of this International Standard for Code Compliance by Signatories; and/or (ii) *Results Management* costs in accordance with Article 7.1.5 of the *Code*.
- o) The requirement on a non-compliant *Signatory* to satisfy any Signatory Consequences imposed in accordance with Article 24.1 of the *Code* that fall to be satisfied post-*Reinstatement*, including (without limitation) paying any costs and expenses falling within Article 12.2.1.4 that have been made the subject of an instalment payment plan in accordance with Article 12.2.4.

A3. The following is an exhaustive list of requirements that are considered to be *Critical* requirements in the fight against doping in sport:

- a) Adoption of rules, regulations, and/or (where necessary) legislation that satisfy the *Signatory's* obligation under Article 23.2 of the *Code* to implement the *Code* within the *Signatory's* sphere of responsibility.

- b) Satisfaction of the *Signatory's* obligation under Article 23.3 of the *Code* to devote sufficient resources in order to implement an Anti-Doping Program that is compliant with the *Code* and the *International Standards* in all areas¹.
- c) The provision of accurate and up to date information for *Athletes* and other *Persons* in accordance with the topics identified in Article 18.2 of the *Code*, where possible by posting on a conspicuous place on a website.
- d) The development and implementation of an effective, intelligent and proportionate Test Distribution Plan in accordance with Article 5.4 of the *Code*, based on the principles set out in Article 4 of the International Standard for Testing and Investigations, including in particular:
 - i) the development and application of a documented Risk Assessment;
 - ii) implementation of an effective *Out-of-Competition Testing* program, including (if applicable) the establishment of a proportionate *Registered Testing Pool* and one or more complementary testing pools;
 - iii) *Testing* that is conducted in compliance with the *Technical Document* for Sport Specific Analysis;
 - iv) No Advance Notice Testing;
 - v) use of an approved Athlete Passport Management Unit in accordance with Annex C of the International Standard for Results Management; and
 - vi) an effective program for the *Testing of Athletes* prior to their participation in the Olympic Games, the Paralympic Games, and/or other major *Events* (including compliance with Article 8.4.1.4).
- 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 timely shipping of samples for analysis at a *WADA*-accredited laboratory in accordance with Article 9.3.2 of the International Standard for Testing and Investigations.
- g) Adherence to the procedural requirements applicable to analysis of B *Samples* (including, without limitation, giving the *Athlete* due notice of and an opportunity to attend at the laboratory for the opening and analysis of the B *Sample*, and the photographing and/or videotaping of the splitting of the B *Sample*) in accordance with Article 6.7 of the *Code*;
- h) The entry of all *Doping Control Forms* into *ADAMS* within twenty-one days of the date of *Sample* collection, in accordance with Article 4.9.1(b) of the International Standard for Testing and Investigations.²

¹ To ensure an objective assessment, the implementation of this *Critical* requirement shall not be measured in isolation but rather through the successful implementation by the *Signatory* of the other *Code* compliance requirements.

² Entry of DCFs into *ADAMS* is classified as *Critical* due to the importance that timely entry has on updating the Athlete Biological Passport in *ADAMS*, which may either result in an automatic request to conduct IRMS analysis on a urine sample or, following the review of a steroidal or blood passport by an Athlete Passport Management Unit, require target testing of an athlete or retrospective analysis for substances (i.e. Erythropoiesis Stimulating Agents) that were not originally analyzed in the sample.

- i) The appointment of a *TUE* Committee, and a documented process for *Athletes* to apply to that *TUE* Committee for the grant or the recognition of a *TUE*, in accordance with the requirements of the International Standard for Therapeutic Use Exemptions.
- j) 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* or *Athlete Support Personnel* in accordance with Article 7.2 of the *Code*, and provision of a fair hearing within a reasonable time by a fair and impartial hearing panel in accordance with Article 8.1 of the *Code*.
- k) 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*.
- l) The imposition of mandatory *Provisional Suspensions* in accordance with Article 7.4 of the *Code*.
- m) The requirement to report on Code Compliance, in accordance with Articles 24.1.2 and 24.1.3 of the *Code*, including (without limitation) the requirement to respond to a Code Compliance Questionnaire in accordance with Article 8.5 of the International Standard for Code Compliance by Signatories, the requirement to respond to a Mandatory Information Request in accordance with Article 8.6 of the International Standard for Code Compliance by Signatories, and the requirement to submit to a Compliance Audit in accordance with Article 8.7 of the International Standard for Code Compliance by Signatories.
- n) The recognition and implementation of decisions rendered by other *Signatories*, in accordance with Article 15.1 of the *Code*.
- o) The recognition and implementation of decisions as to non-compliance by other *Signatories*, in accordance with Article 24.1.9 of the *Code*.
- p) Any requirement that is not already set out in the *Code* or the *International Standards* that *WADA*'s Executive Committee exceptionally sees fit to impose as a *Critical* requirement.

Annex B: Signatory Consequences

This Annex B identifies the range of graded and proportionate Signatory Consequences that shall *prima facie* apply in cases involving non-compliance with *Critical* requirements (see paragraph B.3) or only *High Priority* requirements (see paragraph B.2) or only *General* 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 of the International Standard for Code Compliance by Signatories to the specific facts and circumstances of that case so warrant. In particular, the greater the degree of non-compliance (i.e., the more requirements with which the *Signatory* has failed to comply, and the more serious those requirements), the greater the Signatory Consequences should be. If a case includes not only non-compliance with one or more *Critical* requirements but also *Aggravating Factors*, that shall warrant a significant increase in the Signatory Consequences imposed. On the other hand, if it includes extenuating circumstances, that may warrant the imposition of lesser Signatory Consequences.

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

B.1 In a case of non-compliance with one or more *General* 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 *Approved Third Party*, at the *Signatory's* expense, including up to two visits a year, with all known costs paid in advance; and
- (c) some or all of its *Anti-Doping Activities* (as specified by *WADA*) may be subject to either *Special Monitoring* 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* twelve 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's Anti-Doping Activities* will be *Supervised* at its expense by an *Approved Third Party*, including up to four site visits a year, with all known costs to be paid in advance; and
- (b) its *Representatives* will be ineligible to sit as members of the boards or committees or other bodies of any other *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* twenty-four 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) all of the *Signatory's Anti-Doping Activities* will be *Supervised* by an *Approved Third Party*, at the *Signatory's* expense, including up to six site visits a year, with all known costs to be paid in advance; and

(b) its *Representatives* will be ineligible to sit as members of the boards or committees or other bodies of any *Signatory* (or its members) or association of *Signatories* until the non-compliant *Signatory* is *Reinstated* or for one year (whichever is longer).

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

B.2.1 In the first instance:

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

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

(c) the *Signatory* may be required to pay a *Fine*;

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

(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 may not be awarded the right to host regional, continental or World Championships or events organized by *Major Event Organizations* and/or will be ineligible to host the Olympic Games and/or the Paralympic Games, until the *Signatory* is *Reinstated*;

(f) (if the *Signatory* is an *International Federation*) the *Signatory* will have any funding and other benefits of the recognition of the International Olympic Committee or the membership of the International Paralympic Committee or of recognition by or membership of any other *Signatory* suspended until the *Signatory* is *Reinstated*; and

(g) (if the *Signatory* is a *Major Event Organization*) there will be *Special Monitoring* or *Supervision* or *Takeover* of its Anti-Doping Program by an *Approved Third Party*, at the *Signatory's* expense, at the next edition of 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's Representatives* will be ineligible to sit as members of the boards or committees or other bodies of any *Signatory* (or its members) or association of *Signatories* until the non-compliant *Signatory* is *Reinstated* or for two years (whichever is longer);

(b) the *Signatory* will be required to pay a further *Fine*;

(c) (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 will be excluded from participation in or attendance at the next edition of the regional and/or continental championships and/or World Championships and/or the Olympic Games and Paralympic Games (summer or winter, as applicable) or until *Reinstatement* (whichever is longer);

(d) (where the *Signatory* is an International Federation):

(1) the *Signatory* will be ineligible to receive funding or other benefits of the recognition of the International Olympic Committee or the membership of the International Paralympic Committee or of recognition by or membership of any other *Signatory* until the *Signatory* is *Reinstated* (and then it shall still not be able to receive any funding or other benefits retrospectively for the period of non-compliance prior to *Reinstatement*); and

(2) the International Federation's *Representatives* will be excluded from participation in or attendance at the next edition of the regional and/or continental multi-sport *Events* and/or the Olympic Games and Paralympic Games (summer or winter, where relevant) or until *Reinstatement* (whichever is longer);

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

(1) the *Signatory* will have any funding and/or other benefits of recognition by the International Olympic Committee or membership of the International Paralympic Committee or recognition by or membership of any other *Signatory* suspended until it is *Reinstated* (and then it shall still not be able to receive any funding or other benefits retrospectively for the period prior to *Reinstatement*); and

(2) the status of its forthcoming *Event(s)* as a qualifying event for the Olympic Games or Paralympic Games will be lost.

B.2.3 If the *Signatory* has not fully satisfied the conditions for *Reinstatement* twenty-four months after the consequences set out at paragraph B.2.2 are imposed (or such other period as WADA – or, if disputed, CAS – may specify), then the following further consequences will also apply:

(a) (where the *Signatory* is a *National Anti-Doping Organization* or a *National Olympic Committee* acting as a *National Anti-Doping Organization*) the *Athletes* and *Athlete Support Personnel* representing that country or representing the *National Olympic Committee*, *National Paralympic Committee*, or National Federation of that country will be excluded (subject to Article 11.2.6 of this International Standard for Code Compliance by Signatories) from participation in or attendance at the next edition of the Olympic Games and Paralympic Games (summer or winter, as applicable) and/or World Championships or until *Reinstatement* (whichever is longer); and

(b) (where the *Signatory* is an International Federation) the *Athletes* and *Athlete Support Personnel* participating in its sport (or in one or more disciplines of that sport) will be excluded from participation in or attendance at the Olympic Games and Paralympic Games and/or any other multi-sport *Event* for the next

edition of that *Event* (summer or winter, where relevant) or until *Reinstatement* (whichever is longer).

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

B.3.1 In the first instance:

- (a) the *Signatory* will lose its WADA Privileges;
- (b) the *Signatory* will be required to pay a *Fine*;
- (c) some or all of its *Anti-Doping Activities* will be 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);
- (d) its *Representatives* will be ineligible to sit as members of the boards or committees or other bodies of any *Signatory* (or its members) or association of *Signatories* until the *Signatory* is *Reinstated* or for one year (whichever is longer);
- (e) (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 may not be awarded the right to host regional, continental or World Championships or 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 will be excluded from participation in or attendance at, and (subject to Article 11.2.6 of this International Standard for Code Compliance by Signatories) the *Athletes* and *Athlete Support Personnel* representing that country (or representing the *National Olympic Committee*, *National Paralympic Committee*, or National Federation of that country) may be excluded from participation in or attendance at, regional, continental or World Championships or events organized by *Major Event Organizations* for the next edition of that *Event* or until *Reinstatement* (whichever is longer); and
 - (3) 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, will be excluded from participation in or attendance at, the Olympic Games and Paralympic Games and/or other events organized by *Major Event Organizations* and/or any World Championships for the next edition of that *Event* (summer or winter, where relevant) or until *Reinstatement* (whichever is longer);
- (f) (where the *Signatory* is an International Federation)
 - (1) the International Federation's *Representatives* will be excluded from participation in or attendance at, and the *Athletes* and *Athlete Support Personnel* participating in its sport (or in one or more disciplines of that sport) may be excluded from participation in or attendance at, regional, continental or international multi-sport events organized by *Major Event Organizations* (other than the Olympic Games and Paralympic Games) for

the next edition of that *Event* or until *Reinstatement* (whichever is longer); and

(2) the International Federation's *Representatives* will be excluded from participation in or attendance at the Olympic Games and Paralympic Games and/or any other multi-sports *Event* for the next edition of that *Event* (summer or winter, where relevant) or until *Reinstatement* (whichever is longer);

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

(1) there will be *Supervision* or *Takeover* of some or all of the *Signatory's Anti-Doping Program* at its expense at its *Events* until *Reinstatement*; and

(2) it will be ineligible to receive some or all funding or enjoy any of the other benefits of recognition by the International Olympic Committee or membership of the International Paralympic Committee or recognition by or membership of any other *Signatory* 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*).

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) its *Representatives* will be ineligible to sit as members of the boards or committees or other bodies of any *Signatory* (or its members) or association of *Signatories* until the non-compliant *Signatory* is *Reinstated* or for four years (whichever is longer);

(b) (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 may not host the Olympic Games and/or the Paralympic Games for a specified period; and

(2) (subject to Article 11.2.6 of this International Standard for Code Compliance by Signatories) the *Athletes* and *Athlete Support Personnel* representing that country (or representing the *National Olympic Committee*, *National Paralympic Committee*, or National Federation of that country) will be excluded from participation in or attendance at, the Olympic Games and Paralympic Games and/or other events organized by *Major Event Organizations* and/or any World Championships for the next edition of that *Event* (summer or winter, where relevant) or until *Reinstatement* (whichever is longer);

(c) (where the *Signatory* is an International Federation):

(1) the *Athletes* and *Athlete Support Personnel* participating in its sport (or in one or more disciplines of that sport) will be excluded from participation in or attendance at the Olympic Games and Paralympic Games and/or any other multi-sports *Event* for the next edition of that *Event* (summer or winter, where relevant) or until *Reinstatement* (whichever is longer); and

(2) the *Signatory* will be ineligible to receive funding or other benefits of recognition by the International Olympic Committee or membership of the International Paralympic Committee or recognition by or membership of any other *Signatory* 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*);

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

(1) it will be ineligible to receive funding or enjoy any of the other benefits of recognition by the International Olympic Committee or membership of the International Paralympic Committee or recognition by or membership of any other *Signatory* 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*); and

(2) the status of its forthcoming *Event* as a qualifying event for the Olympic Games or Paralympic Games will be lost; and

(e) the *Signatory* will be required to pay a further *Fine*.

B.3.3 (Where the *Signatory* is an International Federation or *National Olympic Committee* or National Paralympic Committee) 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: suspension of recognition by the Olympic Movement and/or as a member of the Paralympic Movement and/or of recognition by/membership of any other *Signatory*.