

综合性运动会反兴奋剂工作对接流程图

《签约方条例遵守国际标准》

(重大赛事相关条款摘录)

7.9 Special Provisions Applicable to Major Event Organizations

7.9 适用于重大赛事组织机构的特殊规定

7.9.1 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 fast-tracked for them, in the manner set out in this Article 7.9, due to the timing of their Events. For the avoidance of doubt, unless otherwise stated in this Article 7.9, the normal rules, procedures and timeframes set out in this International Standard for Code Compliance by Signatories shall apply to Major Event Organizations.

7.9.1 重大赛事组织机构应与所有其他签约方一样，遵守本国际标准中规定的、与条例遵守情况的监督和强制施行相关的规则与程序。然而，重大赛事组织机构也可能成为独立观察员项目的实施对象；基于赛事的时间限制，在发现和整改不符合项时可能会启动快速处理程序，详

见本条（第 7.9 条）。为避免疑义，除本条（第 7.9 条）另有规定外，本国际标准所述的正常规则、程序和时限亦适用于重大赛事组织机构。

7.9.2 WADA may send to a Major Event Organization a Code Compliance Questionnaire tailored for Major Event Organizations within one (1) year of its Event, to be completed and returned to WADA within a reasonable timeframe as specified by WADA, 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.

7.9.2 WADA 可在重大赛事组织机构举办重大赛事前的一年内向其发送一份专门为其制定的条例遵守调查问卷，要求其对计划在赛事中开展的反兴奋剂工作进行描述，便于提前发现不符合项并进行整改。该组委会应在 WADA 明确规定的合理时间期限内完成该问卷并反馈给 WADA。

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

7.9.3 如果 WADA 在重大赛事组织机构反馈的条例遵守调查问卷中发现了不符合项，则将依据第 8.2.2 条所述要求发布整改报告。重大赛事组织机构应按下述要求整改不符合项：

7.9.3.1 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 (2) months; and/or

7.9.3.1 如果报告确认签约方在核心要求方面存在不符合项，签约方必须在 WADA 明确规定的不超过 2 个月的时间期限内予以整改；并且/或者

7.9.3.2 identifies Non—Conformities with requirements that are considered to be High Priority, the Signatory must correct them within a timeframe specified by WADA of no more than four (4) months; and/or

7.9.3.2 如果报告确认签约方在重要要求方面存在不符合项，签约方必须在 WADA 明确规定的不超过 4 个月的时间期限内予以整改；并且/或者

7.9.3.3 identifies Non—Conformities with requirements that are considered to be General, the Signatory must correct them within a timeframe specified by WADA of no more than six (6) months.

7.9.3.3 如果报告确认签约方在一般要求方面存在不符合项，签约方必须在 WADA 明确规定的不超过 6 个月的时间期限内予以整改。

7.9.4 Where a Major Event Organization fails to correct Non—Conformities within the timeframe specified by WADA, WADA Management shall follow the standard corrective procedures and timeframes set out in Articles 8.1 to 8.3, save that where the urgency of the matter/the timing of the Event means that such standard procedures and timeframes are not appropriate, WADA Management may impose shorter timeframes (provided it informs the Major Event

Organization of the shortened timeframes and of the consequences of failing to meet them) and/or may refer the case to the CRC for urgent consideration without following all of the steps set out in Articles 8.1 to 8.3.

7.9.4 如果重大赛事组织机构未在 WADA 明确规定的时间内整改不符合项，则 WADA 管理层应按第 8.1 条至第 8.3 条所述的标准整改程序和时间期限做出规定。但若事态紧急，或者赛事时间安排紧迫，遵循标准整改程序和时间期限不合适，WADA 管理层也可以制定较短的时间期限（前提是应告知重大赛事组织机构这一时间期限，并告知其不能在规定时限内完成整改的后果），并且/或者 WADA 可以不遵循第 8.1 条至第 8.3 条所述程序，将此案件移交给 CRC 紧急审议。

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

7.9.4.1 在此类案件中，WADA 管理层应给予重大赛事组织机构机会，让其对明显的不符合项做出解释，并在指定日期之前将其解释告知 CRC。

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

7.9.5 当 WADA 管理层根据本条（第 7.9 条）将案件移交给 CRC 时：

7.9.5.1 The CRC will convene (either in person or otherwise) as

soon as possible to consider the matter. It will consider WADA Management' s assessment, and any explanation or comments provided by the Major Event Organization in accordance with Article 7.9.4.1.

7.9.5.1 CRC 将尽快召集会议（召开现场会议或以其他方式召开会议）审议该案件。CRC 将综合考虑 WADA 管理层的评估以及重大赛事组织机构依据第 7.9.4.1 条做出的任何解释或评论。

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

7.9.5.2 对案件进行审议之后，如果 CRC 认为不需启动快速处理程序，则可提出下列建议：

(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

(a)（若之前未做此计划）在重大赛事组织机构举办的赛事中开展独立观察员项目；并且/或者

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

(b) 将整改报告发给该组委会，并按照快速处理程序跟进，确保在举办下一届赛事之前整改不符合项；并且/或者

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

(c) 重大赛事组织机构和受委托的第三方签订合同，由受委托的第三方为赛事中具体的反兴奋剂活动提供支持。

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

7.9.6 如果 CRC 认为需要启动快速处理程序，则适用第 8.5.4.3 条和第 8.5.4.4 条。

7.9.7 Whether or not Article 7.9.5.2 (a) applies:

7.9.7 无论第 7.9.5.2 (a) 条是否适用：

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

7.9.7.1 根据第 7.4.1.3 条，作为监督重大赛事组织机构条例遵守情况的附加手段，WADA 可以在以下赛事中开展独立观察员项目：(a) 奥运会和残奥会；(b) 洲际运动会（例如非洲运动会、亚洲运动会、欧洲运动会、泛美运动会）以及英联邦运动会和世界运动会；(c) 与 CRC 协商后基于客观标准选择的其他赛事。

7.9.7.2 Where WADA has issued a Corrective Action Report for a Major Event Organization in accordance with Article 7.9.3, one of the tasks of the Independent Observer Program sent to that Major Event

Organization’ s next Event will be to determine whether the 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 Event in question, along with any other Non — Conformities identified by the Independent Observer Program during the Event.

7.9.7.2 如果 WADA 已依据第 7.9.3 条向重大赛事组织机构发布了整改报告, 在该重大赛事组织机构举办的下一场赛事中, 独立观察员项目的任务之一就是确定国际奥委会、国际残疾人奥委会或其他重大赛事组织机构 (如适用) 是否已落实了整改报告中的整改措施。如果并未采取恰当的整改措施, 则独立观察员项目发布的报告中将提及这一点。在赛事结束后 WADA 将公布这些未经合理整改之处, 以及独立观察员项目在赛事期间发现的其他不符合项。

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

7.9.7.3 独立观察员项目发布的报告完成后，新的整改报告中将包含所有不符合项，并做出以下要求（如果 WADA 认为合适的话）：（a）在规定的时间内实施整改措施（这一时间期限既可以与第 7.9.3 条所述规定相同，也可以不同），或（b）承诺在该重大赛事组织机构举办下一届赛事之前实施整改措施。

8.5 Fast Track Procedure

8.5 快速处理程序

8.5.1 Unless otherwise specified, this Article 8.5 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.

8.5.1 除非另有规定，第 8.5 条适用于下列情形：（a）签约方在《条例》和/或相关国际标准的一个或多个核心要求方面存在不符合项；以及（b）需要紧急干预，让公众对一项或多项运动和/或某一特定赛事或多个赛事的诚信保持信心。

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

within the shortened timeframes.

8.5.2 如果出现第 8.5.1 条所述情况，WADA 管理层可将案件提交给 CRC 进行紧急审议，无需遵循本国际标准前述条款中规定的各个步骤。WADA 管理层也可以根据事项的紧急程度遵循部分或所有前述步骤，但缩短相应时间期限；如果签约方未能在缩短的时间期限内整改不符合项，则将该案件提交给 CRC。

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

8.5.3 在这样的情况下，WADA 管理层应给予签约方机会，允许其在指定的时间期限内对明显的不符合项进行说明，并应在这一时间期限内将签约方提供的任何说明传达给 CRC。

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

8.5.4 当 WADA 管理层根据第 8.5 条将案例提交至 CRC 时：

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

8.5.4.1 CRC 将尽快召开会议（现场会议或其他方式）审议此事。CRC 将审议 WADA 管理层的评估，以及签约方根据第 8.5.3 条提供的任何说明或意见。

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

8.5.4.2 经过审议，如果CRC认为不需启动快速处理程序，则其可能建议：

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

(a) 签约方接受条例遵守评审；并且/或者

(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 8.3 and/or 8.4.

(b) 向签约方发送整改报告，并依据第8.3条和/或第8.4条所述正常程序跟进。

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

8.5.4.3 然而，如果 CRC 认为需要启动快速处理程序，CRC 可建议 WADA 执委会向签约方发送一份正式通知，声明其未能遵守《条例》和/或相关国际标准中的核心要求，确定 WADA 声明的任何加重处罚情节，明确签约方出现此种不遵守行为应受到的后果（根据第 10 条之规定）（包括为保护干净运动员的权利和/或使公众对运动项目和/或某一特定赛事或多个赛事的诚信保持信心，CRC 认为应紧急予以施加的任何后果），并具体说明签约方为恢复资格必须满足的条件（根据第 11 条之规定）。

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

8.5.4.4 如果 WADA 执委会接受该建议（在现场会议上投票表决，或为避免延误，必要时通过电话会议或电子邮件表决），应根据第 9.2.3 条将正式通知发送至签约方。在同一时间或之后的任何时间，WADA 可以将案件提交给 CAS 普通仲裁庭，并可依据第 9.4.4 条向 CAS 申请适当的临时救济，并且/或者根据案情进行紧急听证。

Annex B: Signatory Consequences

附件 B: 向签约方施加的后果

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

B. 2. 如果签约方未遵守一项或多项重要要求，但未违反任何核心要求，则向其施以以下后果：

B. 2. 1. In the first instance:

B. 2. 1. 首先：

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 the Signatory's Event.

g. (如果签约方是重大赛事组织机构) 在签约方的下一届赛事中，其反兴奋剂工作将受到特别监督，或受到经批准的第三方的监督或接管，费用由签约方承担。

B. 2. 2. If the Signatory has not fully satisfied the conditions for Reinstatement twelve (12) months after the Signatory Consequences set out at Article B. 2. 1 are imposed (or such other period as WADA - or, if disputed, CAS - may specify), then the following further Signatory Consequences will also apply:

B. 2. 2. 如果签约方在第 B. 2. 1 条所列后果生效 12 个月后（或 WADA 规定的其他期限，或在签约方提出异议的情况下，由 CAS 规定的其他期限）仍未完全满足恢复资格的条件，则将其施加下述进一步

后果：

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

e. (如果签约方是重大赛事组织机构)：

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

1. 签约方因受到国际奥委会认可或拥有国际残奥委会会员资格或其他签约方的承认或会员资格而获得的资助或其他收益将被暂停，直至签约方恢复资格为止（签约方在恢复资格之前不能获得可追溯性的资金或者其他利益）；并且

2. the status of the Signatory' s forthcoming Event (s) as a qualifying event for the Olympic Games or Paralympic Games will be lost； and

2. 签约方将丧失举办奥运会或残奥会资格赛的资格。

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

B. 3. 如果签约方未遵守一项或多项核心要求，则向其施以以下后果：

B. 3. 1 In the first instance：

B. 3. 1. 首先：

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

g. (如果签约方是重大赛事组织机构):

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

1. 签约方赛事的反兴奋剂工作将部分或全部被监督或接管，费用由签约方承担，直至签约方恢复资格为止；并且

2. the Signatory will be ineligible to receive some or all funding or enjoy any of the other benefits of recognition by the International Olympic Committee or the membership of the International Paralympic Committee or recognition by or membership of any other Signatory until it is Reinstated (and then it shall still not be able to receive any funding or other benefits retrospectively for the period prior to Reinstatement); and

2. 签约方将没有资格通过受到国际奥委会认可或拥有国际残奥委会会员资格或其他签约方的承认或会员资格而获得部分或者全部资助或享受任何其他收益，直至签约方恢复资格为止（签约方在恢复资格之前无法获得任何可追溯性的资金或者其他利益）。

B. 3. 2. If the Signatory has not satisfied the conditions for Reinstatement twelve (12) months after the Signatory Consequences set out in Article B. 3. 1 are imposed (or such other period as WADA - or, if disputed, CAS - may specify), then the following further Signatory Consequences will also apply:

B. 3. 2. 如果签约方在第 B. 3. 1 条所列后果生效 12 个月后（或 WADA 规定的其他期限，或在签约方提出异议的情况下，由 CAS 规定的其他期限）仍未完全满足恢复资格的条件，则将对其施加下述进一步后果：

d. （如果签约方是某一重大赛事组织机构）：

1. the Signatory will be ineligible to receive funding or enjoy any of the other benefits of recognition by the International Olympic Committee or the membership of the International Paralympic Committee or recognition by or membership of any other Signatory until it is Reinstated or for four (4) 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

1. 签约方将没有资格因受到国际奥委会认可或拥有国际残奥委会会员资格或其他签约方的承认或会员资格而获得资助或其他收益，直至签约方恢复资格或期满 4 年为止，孰长者为准（签约方在恢复资格之前无法获得任何可追溯性的资金或者其他利益）；并且

2. the status of the Signatory' s forthcoming Event as a qualifying event for the Olympic Games or Paralympic Games will be lost; and

2. 签约方将丧失即将举办的奥运会或残奥会资格赛的赛事资格。

信息公开选项：主动公开