



WORLD ANTI-DOPING CODE
世界反兴奋剂条例

**INTERNATIONAL STANDARD
FOR CODE COMPLIANCE BY SIGNATORIES**

签约方条例遵守国际标准

2021



世界反兴奋剂机构

WORLD ANTI-DOPING CODE

世界反兴奋剂条例

**INTERNATIONAL STANDARD
FOR CODE COMPLIANCE BY SIGNATORIES**

签约方条例遵守国际标准

2021



世界反兴奋剂机构

编译委员会

主 任

陈志宇

副主任

王新宅

编 委

林海岩 赛 飞 杨晓晔

闫青萍 程 遥

翻 译

黎 云 毛卉卉

审 校

闫青萍 刘雪琪 孙 琳

史书云 梁若琳

International Standard for Code Compliance by Signatories

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

The *International Standard for Code Compliance by Signatories* was first adopted in 2017 and came into effect in April 2018. A revised version was approved by the WADA Executive Committee at the World Conference on Doping in Sport in Katowice on 7 November 2019 and is effective as of 1 January 2021.

Published by:

World Anti-Doping Agency
Stock Exchange Tower
800 Place Victoria (Suite 1700)
PO Box 120
Montreal, Quebec
Canada H4Z 1B7

www.wada-ama.org

Tel: +1 514 904 9232

Fax: +1 514 904 8650

mail: code@wada-ama.org

《签约方条例遵守国际标准》

《世界反兴奋剂条例》下的《签约方条例遵守国际标准》是具有强制性的国际标准，是世界反兴奋剂体系的组成部分。本国际标准经征求签约方、政府部门和其他利益相关方意见后制定而成。

《签约方条例遵守国际标准》于 2017 年首次通过，并于 2018 年 4 月生效。世界反兴奋剂机构（WADA）执委会于 2019 年 11 月 7 日在卡托维兹举行的世界反兴奋剂大会上批准了本修订版，并于 2021 年 1 月 1 日生效。

世界反兴奋剂机构出版：

加拿大魁北克省蒙特利尔市

维多利亚广场 800 号证券交易所大楼（1700 房间）

邮政信箱：120

邮编：H4Z 1B7

网址：www.wada-ama.org

电话：+1 514 904 9232

传真：+1 514 904 8650

电子邮箱：code@wada-ama.org

Table Of Contents

**PART ONE: INTRODUCTION, CODE PROVISIONS, INTERNATIONAL
STANDARD PROVISIONS, AND DEFINITIONS2**

1.0 Introduction and Scope.....2

2.0 Relevant *Code* and *International Standard* for Laboratories
Provisions4

3.0 Definitions and Interpretation6

**PART TWO: STANDARDS FOR WADA'S MONITORING AND ENFORCEMENT OF
CODE COMPLIANCE BY SIGNATORIES24**

4.0 Objective24

5.0 Roles, Responsibilities and Procedures of the Different Bodies
Involved in WADA's Compliance Monitoring Function26

6.0 WADA's Support for Signatories' Efforts to Achieve/Maintain
Code Compliance36

7.0 Monitoring *Signatories'* *Code* Compliance Efforts40

8.0 Giving *Signatories* the Opportunity to Correct *Non-Conformities* ..62

9.0 Confirming Non-Compliance and Imposing *Signatory*
Consequences74

10.0 Determining *Signatory* Consequences84

11.0 *Reinstatement*88

12.0 Transitional Provisions94

ANNEX A: CATEGORIES OF NON-COMPLIANCE.....96

ANNEX B: SIGNATORY CONSEQUENCES104

目 录

第一部分 导言、《条例》规定、国际标准规定和定义	3
1.0 导言和适用范围.....	3
2.0 《条例》和《实验室国际标准》相关规定	5
3.0 定义与解释	7
第二部分 WADA 关于签约方条例遵守情况的监督和执行标准.....	25
4.0 目标	25
5.0 WADA 条例遵守监督程序中所涉机构的职责、义务和程序	27
6.0 在签约方努力实现或保持遵守条例的过程中 WADA 提供的支持 ...	37
7.0 对签约方的条例遵守情况进行监督	41
8.0 给予签约方整改不符合项的机会	63
9.0 确认签约方未遵守条例并向签约方施加后果	75
10.0 确定向签约方施加的后果	85
11.0 恢复资格	89
12.0 过渡条款	95
附件 A 签约方未遵守条例的情况分类.....	97
附件 B 向签约方施加的后果.....	105

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

1.0 Introduction and Scope

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

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

The *Code* makes WADA responsible for monitoring and enforcing compliance by *Signatories* with the *Code* and the *International Standards*. The *Code* also requires *Signatories* to report on their compliance to WADA. Under the *Code* it is the 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 Signatory 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, Article 5);
- the support and assistance that WADA will offer to *Signatories* in their efforts to comply with the *Code* and the *International Standards* (Part Two, Article 6);
- the means by which WADA will monitor compliance by *Signatories* with their obligations under the *Code* and the *International Standards* (Part Two, Article 7);
- the opportunities and support that WADA will offer to *Signatories* to correct *Non-Conformities* before any formal action is taken (Part Two, Article 8);
- if 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 Signatory Consequences of such non-compliance. This process mirrors, insofar as is appropriate and practicable, the process followed in determining *Code* non-compliance and the *Consequences* of such non-compliance for *Athletes* and other *Persons* (Part Two, Articles 9 and 10; Annexes A and B);
- the principles to be applied by CAS to determine the Signatory Consequences to be imposed in a particular case, depending on the facts and circumstances of that case (Part Two, Article 10; Annexes A and B);

第一部分 导言、《条例》规定、国际标准规定和定义

1.0 导言和适用范围

《签约方条例遵守国际标准》旨在制定相关框架和程序，以确保各签约方遵守条例¹。

《世界反兴奋剂条例》（以下简称《条例》）的签约方承诺遵守《条例》和国际标准中的法规、技术和操作要求。无论从国际还是国内层面，对于开展一致的、协调的、有效的反兴奋剂工作而言，遵守规则都至关重要。以此，运动员和其他利益相关方都能够参加任何体育赛事上的无兴奋剂的公平比赛。

《条例》规定世界反兴奋剂机构（WADA）负责监督并强制各签约方遵守《条例》和国际标准，并要求签约方向 WADA 汇报其遵守情况。依据《条例》，若 WADA 认为签约方出现不遵守条例的情况并提出向签约方施加后果，而签约方不认可 WADA 的判断，并且 / 或者拒绝接受 WADA 提出的向签约方施加的后果，则应由国际体育仲裁院（CAS）而非 WADA 负责对其不遵守条例的行为做出判定，并向签约方施加后果。

《签约方条例遵守国际标准》阐明了以下方面：

- WADA 条例遵守监督程序中相关机构的职责、义务和程序（第二部分，第 5 条）；
- 在签约方努力遵守《条例》和国际标准的过程中，WADA 提供的支持和协助（第二部分，第 6 条）；
- WADA 监督签约方遵守《条例》和国际标准的方法（第二部分，第 7 条）；
- 在采取正式举措之前，WADA 给予签约方整改不符合项的机会和提供的支持（第二部分，第 8 条）；
- 若签约方未能整改不符合项，CAS 听取对其不遵守条例的情形的陈述，对该情形进行判定并向签约方施加后果的过程。在适当和切实可行的范围内，该过程反映了判定运动员或其他当事人未遵守条例并因未遵守条例施加违规后果的过程（第二部分，第 9 条和第 10 条；附件 A 和 B）；
- 在具体案件中，CAS 基于当下事实和情况确定向签约方施加的后果的过程中适用的原则（第二部分，第 10 条；附件 A 和 B）；

1 译者注：在本国际标准中，只有当“条例”一词特指《世界反兴奋剂条例》时加书名号，其他情况下均不加书名号。

- the procedures that *WADA* will follow to ensure that a *Signatory* that has been determined to be non-compliant, is *Reinstated* as quickly as possible once it has corrected that non-compliance (Part Two, Article 11); and
- the transitional provisions applicable to proceedings pending as of 1 January 2021 (Part Two, Article 12).

The ultimate objective is to ensure that strong *Code*-compliant anti-doping rules and programs are applied and enforced consistently and effectively across all sports and all countries, so that clean *Athletes* can have confidence that there is fair competition on a level playing field, and public confidence in the integrity of sport can be maintained. However, the *International Standard for Code Compliance by Signatories* is flexible enough to recognize certain priorities. In particular, it includes specific provisions (including a special fast track 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 italicized. Terms that are defined in this or another *International Standard* are underlined.

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

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

- Article 12 Sanctions by *Signatories* Against Other Sporting Bodies
- Article 13.6 Appeals from Decisions under Article 24.1
- Article 20 Additional Roles and Responsibilities of *Signatories* and *WADA*
- Article 24 Monitoring and Enforcing Compliance with the *Code* and *UNESCO Convention*.
- The following articles in the *International Standard for Laboratories* are directly relevant to the *International Standard for Code Compliance by Signatories*. They can be obtained by referring to the *International Standard for Laboratories* itself:
- Article 4.1.2 Applicant Laboratory, Submit Initial Application Form

- 被判定为未遵守条例的签约方完成整改后，为确保尽快恢复其资格，WADA 应遵循的流程（第二部分，第 11 条）；
- 适用于 2021 年 1 月 1 日之前未决程序的过渡条款（第二部分，第 12 条）。

《签约方条例遵守国际标准》的最终目标是确保在所有国家和所有运动项目都能制定严格遵守条例的反兴奋剂规则，持续有效地开展反兴奋剂工作，确保干净的运动员有信心其在公平的环境中竞争，保持公众对体育诚信的信心。然而，此国际标准也具有足够的灵活性，能够对特定优先事项进行判定。特别是，此国际标准包含了某些具体规定（包括在特殊情况下应用快速处理程序），使 WADA 能采取紧急、有效的措施来处理签约方故意或者恶意违反条例中核心要求的情形。除此之外，本国际标准还给予 WADA 自主权，使其能优先关注某些地区和/或某些签约方遵守条例的情况。最重要的是，那些真诚希望遵守条例的签约方将得到鼓励和支持，以实现并保持对条例的完全遵守。理想状况始终是签约方能够自觉地解决未遵守条例的问题。判定签约方未遵守条例，以及向签约方施加的后果只是不得已的办法，这种情形只有当签约方在受到种种鼓励与帮助之后仍未能整改不符合项时才会发生。

为确保透明度，落实责任制，WADA 可以公布其认为恰当的、与其条例遵守监督工作相关的细节。若 WADA 在开展监督工作时对某些签约方采取了某些特殊举措，WADA 也可以公布与该举措和结果相关的信息。

本国际标准中引用《条例》的术语用斜体标注。本国际标准中定义的、或引用其他国际标准的术语用下划线标注。

2.0 《条例》和《实验室国际标准》相关规定

《条例》中的以下条款与《签约方条例遵守国际标准》直接相关，参见《条例》原文：

- 第 12 条 签约方对其他体育团体的处罚
- 第 13.6 条 对依照第 24.1 条做出决定的上诉
- 第 20 条 签约方和 WADA 的附加责任与义务
- 第 24 条 监督并强制签约方遵守条例和 UNESCO《反对在体育运动中使用兴奋剂国际公约》
- 《实验室国际标准》中的以下条款与《签约方条例遵守国际标准》直接相关，参见《实验室国际标准》原文：
- 第 4.1.2 条 申请建立实验室和递交启动申请表

- Article 4.8.1.2 Applicant Laboratory for WADA approval for the ABP, Submit Initial Application Form.

3.0 Definitions and Interpretation

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

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

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

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

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

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

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

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

- 第 4.8.1.2 条 申请须经 WADA 批准方可检测 ABP 的实验室及递交启动申请表

3.0 定义与解释

3.1 在《签约方条例遵守国际标准》中使用的引自《条例》的术语

ADAMS: 反兴奋剂管理系统是一个基于网络的数据库管理工具，用于数据的录入、储存、共享和报告，旨在协助各利益相关方和 WADA 结合数据保护法律开展反兴奋剂工作。

阳性检测结果: WADA 认可的实验室或其他 WADA 批准的实验室依照《实验室国际标准》出具的，证明样本中存在禁用物质或其代谢物或标记物，或存在使用禁用方法的证据的报告。

生物护照阳性结果: 适用的国际标准中所述的确定为生物护照阳性结果的报告。

加重处罚情节: 该术语包括蓄意企图规避或破坏《条例》或国际标准和 / 或破坏反兴奋剂体系、企图掩盖不遵守《条例》的情况或相关签约方的任何其他形式的恶意为行为；签约方不断拒绝或未作出任何合理努力整改 WADA 通知其的不遵守《条例》的情况；反复违规；以及任何其他加重签约方不遵守《条例》情况的因素。

反兴奋剂活动: 反兴奋剂教育和宣传、制定检查计划、维护注册检查库、管理运动员生物护照、实施检查、组织样本检测、收集情报和开展调查、处理治疗用药豁免申请、结果管理、听证、监督和执行所实施后果的遵守情况，以及反兴奋剂组织或代表反兴奋剂组织依照《条例》和 / 或国际标准开展的所有与反兴奋剂有关的其他活动。

反兴奋剂组织: WADA 或负责制定规则以启动、实施或执行兴奋剂管制过程中任何部分工作的签约方，例如包括国际奥委会、国际残奥委会、在其赛事中实施兴奋剂检查的其他重大赛事组织机构、国际单项体育联合会和国家反兴奋剂组织。

经批准的第三方: WADA 与不遵守《条例》签约方协商后，选定或批准的一个或多个反兴奋剂组织和 / 或受委托的第三方，负责监督或接管该签约方的部分或全部反兴奋剂活动。如果没有其他合适的机构可用，WADA 可自行履行这一职能作为最后的手段。

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

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

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

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

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

CAS: The Court of Arbitration for Sport.

Code: The World Anti-Doping Code.

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

运动员：任何参加国际级（以各国际单项体育联合会的定义为准）或国家级（以各国家反兴奋剂组织的定义为准）体育比赛的当事人。反兴奋剂组织有权对既不是国际级也不是国家级的运动员适用反兴奋剂规则，从而将其纳入“运动员”的定义范围。
[…]

[运动员释义：参加运动的个人可能被归入以下五类之一：（1）国际级运动员，（2）国家级运动员，（3）国际单项体育联合会或国家反兴奋剂组织选择的以官方名义训练的非国际级运动员和非国家级运动员，（4）大众运动员，以及（5）非国际单项体育联合会或国家反兴奋剂组织选择的以官方名义训练的运动员。所有国际级和国家级运动员受到《条例》的反兴奋剂规则的约束，国际级和国家级体育的确切定义在国际单项体育联合会和国家反兴奋剂组织的反兴奋剂规则中阐明。]

运动员生物护照：依照《检查和调查国际标准》以及《实验室国际标准》，收集和整理数据的项目和方法。

运动员辅助人员：同运动员一起工作、治疗或协助运动员参加或准备体育比赛的任何教练员、体能教练、领队、经纪人、运动队工作人员、官员、医疗和医护人员、家长或其他当事人。

非典型性结果：WADA 认可的实验室或其他 WADA 批准的实验室依照《实验室国际标准》或相关技术文件的规定出具的，要求在确定阳性检测结果前开展进一步调查的报告。

CAS：国际体育仲裁院。

《条例》：《世界反兴奋剂条例》。

兴奋剂违规的后果（以下简称“后果”）：运动员或其他当事人的兴奋剂违规可能导致以下一种或多种后果：（a）取消比赛成绩，即运动员在某一特定比赛或赛事中的成绩无效，由此产生的所有后果包括取消所有奖牌、积分和奖金；（b）禁赛，即运动员或其他当事人由于兴奋剂违规而在特定时间内禁止参加第 10.14.1 条¹规定的任何比赛、其他活动或获得资助；（c）临时停赛，即在第 8 条²规定的听证会作出最终决定前，运动员或其他当事人暂时被禁止参加任何比赛或活动；（d）经济后果，即因兴奋剂违规而受到的经济处罚或偿付与兴奋剂违规有关的费用；以及（e）公开披露，即向公众或依照第 14 条³有权提前得到通知的当事人以外的人员传递或发布信息。集体项目中的运动队还可能面临第 11 条⁴规定的后果。

1 《条例》第 10.14.1 条。

2 《条例》第 8 条。

3 《条例》第 14 条。

4 《条例》第 11 条。

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

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

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

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

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

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

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

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

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

核心要求：一种在反对体育运动中使用兴奋剂方面被视为至关重要的要求。参见《签约方条例遵守国际标准》附件 A。

受委托的第三方：受反兴奋剂组织委托、承担兴奋剂管制或反兴奋剂教育项目的任何方面工作的任何当事人，包括但不限于为反兴奋剂组织进行样本采集或其他兴奋剂管制服务或反兴奋剂教育项目的第三方或其他反兴奋剂组织，或作为独立承包人为反兴奋剂组织提供兴奋剂管制服务的个人（例如非雇员的兴奋剂检查官或陪护员）。该定义不包括 CAS。

兴奋剂管制：从兴奋剂检查计划的制定直到最终处理上诉和执行后果的全部步骤和过程，包括但不限于中间阶段的全部步骤和过程，例如检查、调查、行踪信息、治疗用药豁免、样本采集和处理、实验室检测、结果管理、听证与上诉，以及与违反第 10.14 条¹（禁赛期或临时停赛期的身份）有关的调查和程序。

教育：通过学习，树立价值观，培养弘扬和保护体育精神的行为，并防止故意和非故意地使用兴奋剂的过程。

赛事：由一个管理机构同时主办的一系列单项比赛的组合（例如奥运会、国际单项体育联合会举办的世界锦标赛或泛美运动会）。

罚款：签约方支付的金额应当反映不遵守《条例》/加重处罚情节的严重程度、持续时间和制止今后发生类似行为的必要性。在不涉及不遵守任何核心要求的情况下，罚款不应超过以下两者中较低的一项：（a）签约方年度预算支出总额的 10%；（b）10 万美元（US\$100,000）。罚款将由 WADA 用于资助今后监督遵守《条例》的活动和 / 或反兴奋剂教育和 / 或反兴奋剂研究。

一般要求：一种在反对体育运动中使用兴奋剂方面被视为较为重要，但不属于“核心”或“重要”类别的要求。参见《签约方条例遵守国际标准》附件 A。

重要要求：一种在反对体育运动中使用兴奋剂方面被视为重要，但并非至关重要的要求。参见《签约方条例遵守国际标准》附件 A。

独立观察员项目：由观察员和 / 或审核员组成的小组，在 WADA 的监督下，负责在某些赛事之前或期间观察兴奋剂管制过程、提供指导并报告观察结果，作为 WADA 遵守《条例》监控程序的一部分。

¹ 《条例》第 10.14 条。

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

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

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

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

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

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

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

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

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

国际赛事：由国际奥委会、国际残奥委会、国际单项体育联合会、重大赛事组织机构或其他国际体育组织作为赛事的管理机构，或为其任命技术官员的赛事或比赛。

国际标准：WADA 为支持《条例》而制定的标准。遵守国际标准（而不是其他可替代的标准、实践或程序）意味着该国际标准规定的程序得到了适当的执行。国际标准应当包括依照该国际标准发布的任何技术文件。

重大赛事组织机构：担任任何洲际赛事、地区性赛事或其他国际赛事管理机构的洲际国家奥委会协会和其他国际综合性体育组织。

国家反兴奋剂组织：由各国指定的、具有在国家层面制定和实施反兴奋剂规则、指导样本采集、管理检查结果和实施结果管理的主要权力和职责的实体。如果政府主管机构尚未指定该实体，则该实体应当为该国的国家奥委会或其指定人员。

国家奥林匹克委员会：国际奥委会承认的组织。“国家奥林匹克委员会（简称国家奥委会）”一词还应当包括在反兴奋剂领域承担国家奥委会特有职责的国家单项体育协会。

不符合项：如果签约方不遵守《条例》和 / 或一项或多项国际标准，和 / 或 WADA 执委会规定的任何要求，但由于《签约方条例遵守国际标准》中为签约方提供的整改不符合项的期限尚未届满，WADA 还不能正式判定该签约方不遵守《条例》。

当事人：自然人、组织或其他实体。

公开披露：参见上述“兴奋剂违规的后果”。

注册检查库：分别由国际单项体育联合会建立的国际级和国家反兴奋剂组织建立的国家级最为优先监管的运动员库。作为该国际单项体育联合会或国家反兴奋剂组织检查计划的一部分，注册检查库运动员必须重点接受赛内和赛外检查，因此这些运动员应当依照《条例》第 5.5 条¹和《检查和调查国际标准》的规定提供行踪信息。

¹ 《条例》第 5.5 条。

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

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

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

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

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

Signatories: Those entities accepting the *Code* and agreeing to implement the *Code*, as provided in Article 23.

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

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

恢复资格: 先前被宣布不遵守《条例》和 / 或国际标准的签约方被确定已完成整改, 并已满足《签约方条例遵守国际标准》第 11 条规定的所有其他条件, 可将该签约方重新纳入遵守《条例》的签约方名单 (并作出相应的解释)。

代表: 签约方或其他相关机构的官员、主管、管理人员、当选成员、雇员和委员会成员, 以及 (在有国家反兴奋剂组织或国家奥委会担任国家反兴奋剂组织的情况下) 该国家反兴奋剂组织或国家奥委会所在国的政府代表。

结果管理: 从依照《结果管理国际标准》第 5 条的规定发出通知, 或在某些情况下 (例如非典型性结果、运动员生物护照、违反行踪信息管理规定) 从《结果管理国际标准》第 5 条明确规定的预通知步骤, 再到指控, 直到最终解决问题, 包括初审或上诉 (如果提起上诉) 听证程序结束的全过程的时间范围。

样本或标本: 为进行兴奋剂管制而采集的任何生物材料。

[样本或标本的释义: 曾有人称采集血液样本违反了某些宗教或文化团体的信条。经确定, 此类声称没有任何依据。]

签约方: 根据第 23 条¹ 的规定, 承认《条例》并同意执行《条例》的实体。

特别监督: 作为对不遵守《条例》的签约方实施后果的一部分, WADA 对该签约方的部分或全部反兴奋剂活动适用特定而持续的监督制度, 以确保签约方以遵守《条例》的方式开展此类活动。

第三方监督: 作为对不遵守《条例》的签约方实施后果的一部分, 经批准的第三方按照 WADA 的要求, 监管和监督该签约方的反兴奋剂活动, 相关费用由该签约方承担 (应当对 “监督” 作出相应的解释)。如果已宣布签约方不遵守《条例》, 并且尚未与经批准的第三方最终签订第三方监督协议, 则未经 WADA 事先明确的书面同意, 该签约方不得在经批准的第三方将要监管和监督的区域内独立开展任何反兴奋剂活动。

¹ 《条例》第 23 条。

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

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

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

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

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

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

WADA: The World Anti-Doping Agency.

3.2 Defined terms from the International Standard for Education

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

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

3.3 Defined terms from the International Standard for Laboratories

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

3.4 Defined terms from the International Standard for the Protection of Privacy and Personal Information

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

接管：作为对不遵守《条例》的签约方实施后果的一部分，经批准的第三方按照 WADA 的要求，接管该签约方部分或全部反兴奋剂活动，相关费用由该签约方承担。如果已宣布签约方不遵守《条例》，并且尚未与经批准的第三方最终签订接管协议，则未经 WADA 事先明确的书面同意，该签约方不得在经批准的第三方将要接管的区域内独立开展任何反兴奋剂活动。

目标检查：依照《检查和调查国际标准》规定的标准挑选特定运动员实施检查。

技术文件：WADA 适时制定并发布的，包括国际标准中规定的对特定反兴奋剂领域的强制性技术要求的文件。

检查：兴奋剂管制过程的组成部分，包括制定检查计划、样本采集、样本收存，以及将样本传送至实验室。

治疗用药豁免（TUE）：治疗用药豁免允许运动员有医疗需求时使用禁用物质或禁用方法，但必须满足第 4.4 条¹和《治疗用药豁免国际标准》中规定的条件。

联合国教科文组织《公约》：2005 年 10 月 19 日联合国教科文组织第 33 届大会通过的《反对在体育运动中使用兴奋剂国际公约》，包括《反对在体育运动中使用兴奋剂国际公约》缔约国接受和《公约》缔约国大会通过的所有修正案。

WADA：世界反兴奋剂机构。

3.2 引自《教育国际标准》的术语

教育规划：根据第 4 条²制定的文件，包括情况评估、建立教育库、设立目标、开展教育活动、制定监督程序等内容。

教育库：通过系统评估确定的目标群体名单。

3.3 引自《实验室国际标准》的术语

运动员生物护照管理团队（APMU）：由一名或多名人员组成的委员会，负责代表生物护照管理方，及时对 ADAMS 中的运动员生物护照检测数据进行评估。

3.4 引自《隐私和个人信息保护国际标准》的术语

个人信息：包括但不限于参与者或当事人的个人敏感信息，这些信息被用于识别或可以据其识别参赛者或当事人，仅在反兴奋剂组织的反兴奋剂活动中进行处理。

1 《条例》第 4.4 条。

2 《教育国际标准》第 4 条。

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

3.5 Defined terms from the *International Standard for Testing and Investigations*

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

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

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

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

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

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

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

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

[个人信息释义：个人信息包括但不限于与运动员的姓名、出生日期、联系方式和所属运动单位、行踪、治疗用药豁免（如有）、兴奋剂检查结果和结果管理（包括纪律处罚听证、上诉和处罚）有关的信息。个人信息还包括与他人相关的个人详细信息和联系信息，例如在反兴奋剂活动中与运动员一起工作、为运动员治疗或协助运动员的医务专业人员和其他人员的信息。无论相关个人是否参加有组织的体育活动，这些信息在整个处理过程中仍属于个人信息，并受本国际标准的管理。]

3.5 引自《检查和调查国际标准》的术语

样本传送：负责保管样本的个人或组织从样本采集至送达实验室的过程。

事先无通知的检查：样本采集前不事先通知运动员。运动员从得到通知到提供样本的全过程中都有人陪护。

风险评估：反兴奋剂组织根据第 4.2 条¹对某一运动项目或单项中使用兴奋剂的风险进行的评估。

样本采集机构：依照《检查和调查国际标准》中的规定，负责采集样本的机构。样本采集机构可为（1）检查机构自身；或（2）检查机构将其职责授权或转包给的受委托的第三方。依照《条例》，检查机构应遵守《检查和调查国际标准》中关于样本采集的规定，对采集到的样本最终负责。

样本采集器材：在样本采集环节及之后的任何时间，用于采集、保存或长期储存样本的 A 瓶和 B 瓶、样本盒或其他同类容器、取样杯、血管或其他设备。样本采集器材应符合第 6.3.4 条²的要求。

样本采集人员：经样本采集机构授权、有资格在样本采集环节履行或协助履行职责的人员的总称。

样本采集环节：自运动员最初得到检查通知，直到其已提供样本并离开检查站，在此过程中直接涉及运动员的一系列活动。

检查计划：反兴奋剂组织依据第 4 条³的要求编制的，规划对在其管辖下的运动员进行检查的文件。

1 《检查和调查国际标准》第 4.2 条。

2 《检查和调查国际标准》第 6.3.4 条。

3 《检查和调查国际标准》第 4 条。

3.6 Defined terms from the *International Standard for Therapeutic Use Exemptions*

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

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

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

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

Code Compliance Questionnaire: A self-assessment survey issued by WADA in the form of a questionnaire 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 7.7.

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

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

Corrective Action Report: A report produced by WADA that identifies *Non-Conformities* by a *Signatory* 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 8.4.3, 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 by and/or failure to provide support or other act or omission by any governmental or other public authorities.

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

3.6 引自《治疗用药豁免国际标准》的术语

治疗用药豁免委员会（或“TUEC”）：由反兴奋剂组织设立的，负责受理审批 TUE 申请的小组。

3.7 《签约方条例遵守国际标准》中的专用术语

反兴奋剂工作：签约方为遵守条例而被要求实施的法律、法规、规则、流程、程序及其他工作（包括反兴奋剂活动）。

条例遵守：遵守《条例》和/或国际标准中规定的、适用于相关签约方的所有要求，以及 WADA 执委会规定的其他特殊要求。

条例遵守调查问卷：由 WADA 发布的问卷形式的自我评估调查，目的是让签约方向 WADA 报告其条例遵守情况。

条例遵守评审：WADA 根据第 7.7 条对签约方的所有或部分反兴奋剂工作进行正式评审。

条例遵守评估委员会或 CRC：见第 5.2.1 条。

整改计划：由签约方起草的计划，用以说明其在整改报告规定的期限内如何实施 WADA 制定的整改措施。

整改报告：由 WADA 制定的报告，内容包括签约方的不符合项以及在规定期限内签约方必须采取的整改措施。

不可抗力事件：由签约方合理控制范围之外的行为、事件、遗漏或事故引起或可归因于此的，导致签约方无法完全遵守条例的事件。此类事件可能包括自然灾害、战争、军事行动、暴乱、人群疾病、罢工、封锁，或其他劳工运动、恐怖活动或民众骚乱。但根据第 8.4.3 条的规定，该类情况不包括签约方资源匮乏、在职官员或人员变动、政府部门或其他公共主管部门干预和/或未能提供支持或其他作为或不作为的情况。

强制信息要求文件：WADA 有可能发送至签约方的要求书，要求签约方在规定的期限内提供特定信息，供 WADA 评审其条例遵守情况。

向签约方施加的后果：《条例》第 24.1.12 条规定的，因签约方未遵守《条例》和/或国际标准而向其施加的一项或多项后果。这种后果应基于案件的特定事实和情况而定，并运用第 10 条规定的原则。

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

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

3.8 Interpretation

- 3.8.1 The official text of the International Standard for *Code Compliance* by *Signatories* shall be maintained by WADA and shall be published in English and French. In the event of any conflict between the English and French versions, the English version shall prevail.
- 3.8.2 Like the *Code*, the *International Standard for Code Compliance by Signatories* has been drafted giving consideration to the principles of proportionality, human rights, and other applicable legal principles. It shall be interpreted and applied in that light.
- 3.8.3 The comments annotating various provisions of the *International Standard for Code Compliance by Signatories* shall be used to guide its interpretation.
- 3.8.4 Unless otherwise specified, references to Articles or Annexes are references to Articles or Annexes of the *International Standard for Code Compliance by Signatories*.
- 3.8.5 Where the term "days" is used in the *International Standard for Code Compliance by Signatories*, it shall mean calendar days unless otherwise specified.
- 3.8.6 The Annexes to the *International Standard for Code Compliance by Signatories* have the same mandatory status as the rest of the *International Standard*.

WADA 评审员：具备适当经验的 WADA 工作人员或经 WADA 培训的反兴奋剂外部专家，其职责是对签约方遵守条例的情况进行评审。WADA 评审员不得与其承担的任何评审项目之间有任何利益冲突。

WADA 特权：见《条例》第 24.1.12.1 条。

3.8 解释

- 3.8.1** 《签约方条例遵守国际标准》正式文本归 WADA 所有，将出版英文版和法文版。如英文版和法文版之间出现冲突，以英文版为准。
- 3.8.2** 与《条例》相同，《签约方条例遵守国际标准》的制定权衡了比例原则、人权原则和其他适用的法律原则，应据此解释和适用该标准。
- 3.8.3** 《签约方条例遵守国际标准》中条款的释义用于指导理解本国际标准。
- 3.8.4** 本文件中提及条款和附件时，若未做特别说明，均指《签约方条例遵守国际标准》中的条款和附件。
- 3.8.5** 《签约方条例遵守国际标准》中提及“天数”时，若未做特别说明，均指日历日。
- 3.8.6** 本文件的附件部分亦属于本国际标准，故亦应强制施行。

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

4.0 Objective

- 4.1 The objective of Part Two of the *International Standard for Code Compliance by Signatories* is to ensure that *Signatories* deliver Anti-Doping Programs within their respective spheres of responsibility that meet the requirements of the *Code* and the *International Standards*, so that there is a level playing field wherever sport is played.
- 4.2 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.
- 4.3 Therefore, the focus of WADA's compliance monitoring program is on dialogue and communication with *Signatories*, assisting them in their efforts to ensure full Code Compliance and providing them with guidance for the continuous improvement of their Anti-Doping Programs. Where instances of *Non-Conformity* are identified, the *International Standard for Code Compliance by Signatories* establishes objective, pre-determined, and transparent procedures and standards that give the *Signatory* the opportunity to correct those *Non-Conformities*, and that lead (if the *Non-Conformities* are not corrected) to a determination of non-compliance and the imposition of predictable, graded and proportionate Signatory Consequences. The *International Standard for Code Compliance by Signatories* also sets out a clear pathway to *Reinstatement*.

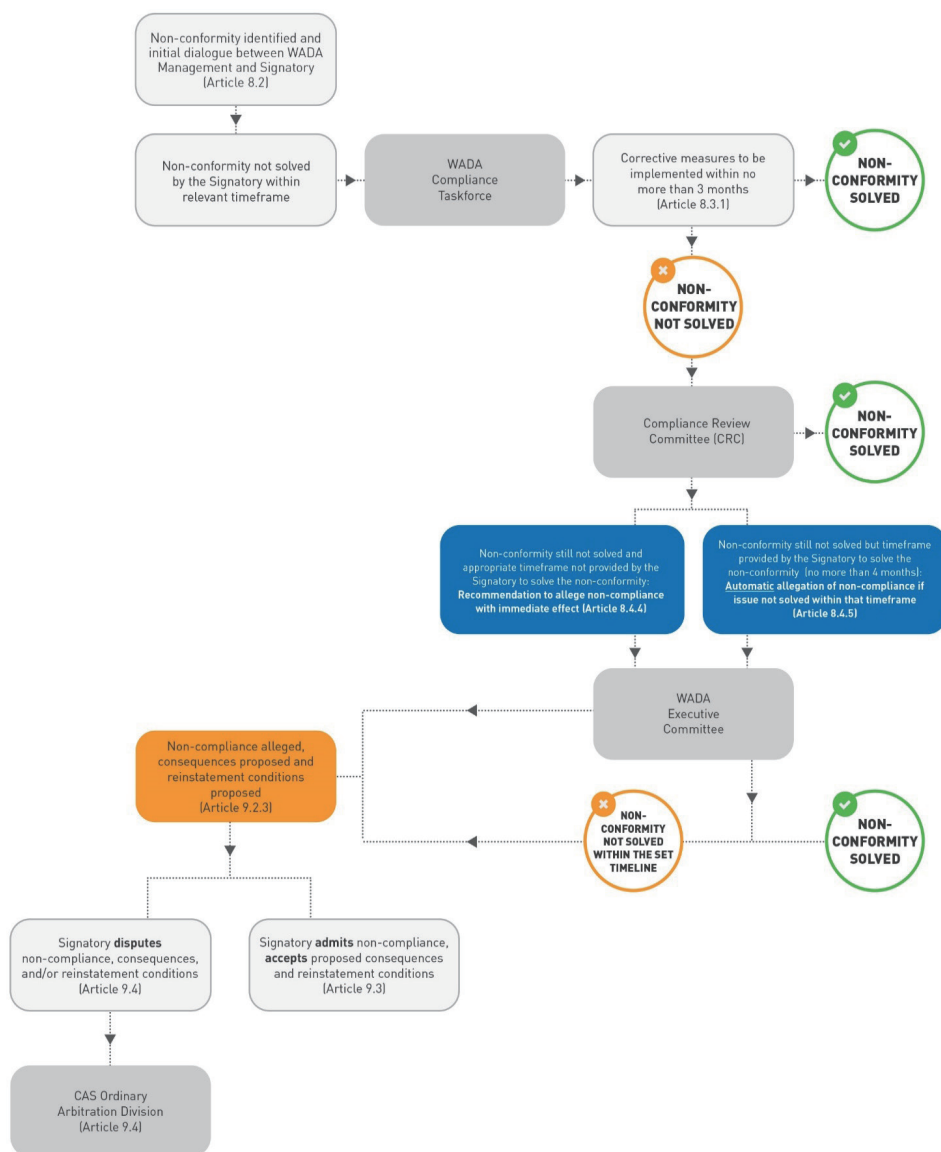
第二部分 WADA 关于签约方条例遵守情况的监督和执行标准

4.0 目标

- 4.1** 《签约方条例遵守国际标准》第二部分的目标是确保签约方在各自职责范围内开展符合《条例》和国际标准要求反兴奋剂工作，从而在体育运动中形成诚信的竞争环境。
- 4.2** 需强调，WADA 始终希望签约方自行处理任何与条例遵守相关的问题。宣布某一签约方未遵守条例以及向签约方施加的后果是不得已而为之的手段，只有当签约方在种种鼓励支持之下仍未能规定的期限内采取必要的整改措施时方可使用。
- 4.3** 因此，WADA 条例遵守监督工作的重点是与各签约方开展对话和沟通，向其提供帮助，确保其完全遵守条例，并就其反兴奋剂工作的持续改进提供指导。《签约方条例遵守国际标准》建立了客观的、预设的、透明的程序和标准，一旦发现不符合项，先给予签约方整改机会；如签约方未能整改不符合项，则将确定其不遵守条例的情形，并向签约方施加预设的、分级的、适当的后果。《签约方条例遵守国际标准》还阐明了签约方恢复资格的途径。

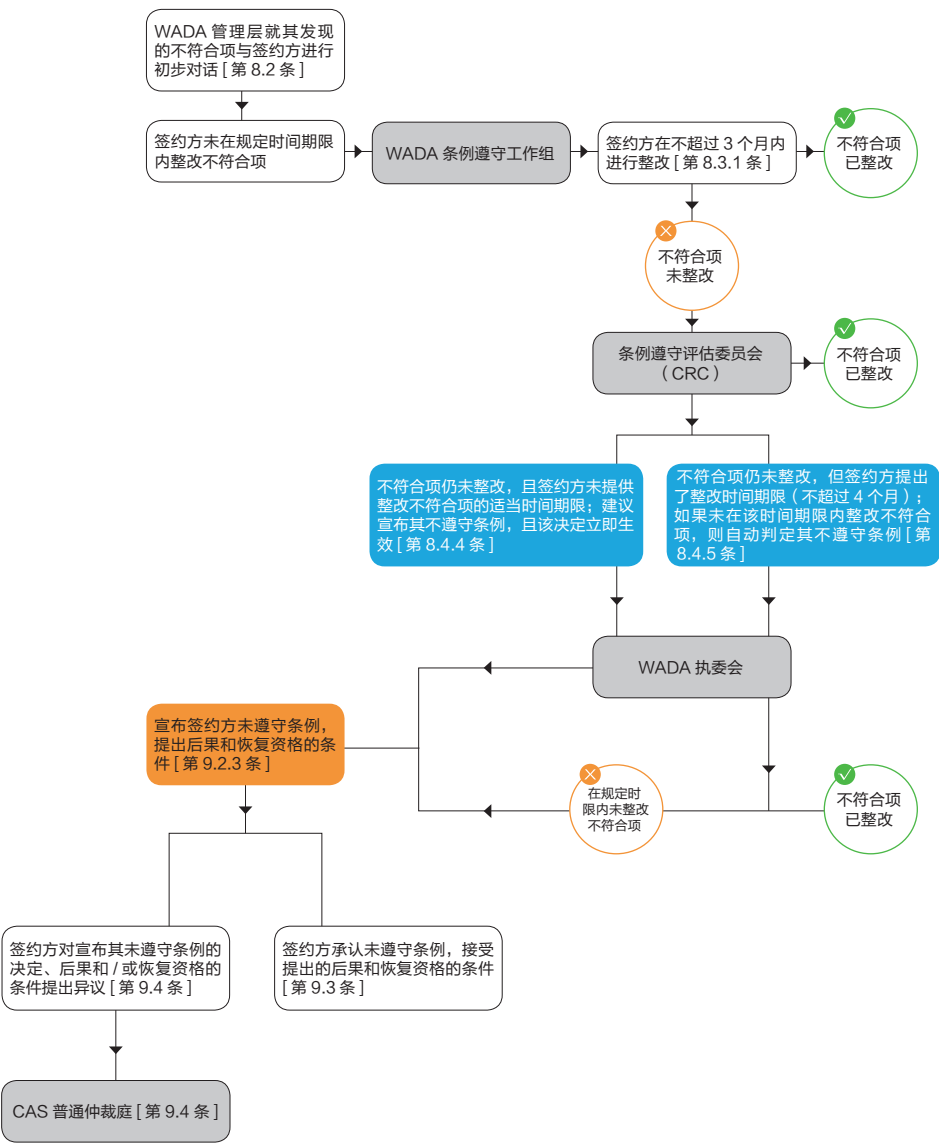
5.0 Roles, Responsibilities and Procedures of the Different Bodies Involved in WADA's Compliance Monitoring Function

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



5.0 WADA 条例遵守监督程序中所涉机构的职责、义务和程序

图一：从发现不符合项到宣布签约方不遵守条例的流程（第 5.1 条至第 5.3 条）



5.1 Operational Oversight of Code Compliance

- 5.1.1 Operational oversight of Code Compliance is provided by WADA Management through an internal WADA Compliance Taskforce consisting of staff from different WADA departments.
- 5.1.2 WADA Management is responsible for coordinating and directing the development of all activities related to WADA's compliance monitoring program in coordination with the Compliance Review Committee (CRC), and in accordance with any prioritization of effort approved by the CRC further to Article 7.2. This includes:
- 5.1.2.1 coordinating the provision of ongoing support and assistance by WADA to Signatories in meeting their obligations under the Code and the *International Standards* (see Article 6);
 - 5.1.2.2 using 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 7);
 - 5.1.2.3 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 8);
 - 5.1.2.4 assessing whether the *Signatory's* corrective actions have corrected the *Non-Conformities* in full, referring cases to the CRC where the *Non-Conformities* have not been corrected in full, providing reports with relevant supporting information to facilitate CRC discussions, and implementing and following up on CRC recommendations (see Articles 8 and 9);
 - 5.1.2.5 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 8, 9, 10 and 11); and
 - 5.1.2.6 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 11).

5.1 对条例遵守情况的监督

- 5.1.1 WADA 管理层通过 WADA 内部的条例遵守工作组对签约方遵守条例的情况进行监督，WADA 条例遵守工作组由 WADA 不同部门员工组成。
- 5.1.2 在 CRC 的协调下，WADA 管理层负责根据 CRC 批准的优先顺序（详见第 7.2 条）协调和指导开展与 WADA 条例遵守监督工作相关的所有活动，具体包括：
 - 5.1.2.1 协调 WADA 向签约方提供持续的支持和协助，以便其履行《条例》和国际标准项下的义务（见第 6 条）；
 - 5.1.2.2 使用 WADA 掌握的所有工具，对签约方遵守条例的情况进行监督。这些工具包括但不限于 ADAMS、条例遵守调查问卷、强制信息要求文件、条例遵守评审、在持续监督的过程中获得的信息、以及 WADA 接收或收集的其他相关信息（见第 7 条）；
 - 5.1.2.3 如果发现了不符合项，与签约方进行对话，确定签约方为整改不符合项需采取的措施，并向签约方提供指导，帮助其在规定的时间内完成整改（见第 8 条）；
 - 5.1.2.4 评估签约方是否已全面整改不符合项；若未全面整改，将案件提交至 CRC，并向 CRC 提供附有相关信息的报告，便于 CRC 讨论；根据 CRC 的建议采取措施并跟进相关事宜（见第 8 条和第 9 条）；
 - 5.1.2.5 如果某一签约方未能在规定时间内整改不符合项，则按照 CRC 的建议，在征得 WADA 执委会批准后，正式通知签约方其未遵守条例。通知签约方时，还应具体说明出现此类不遵守条例行为应向签约方施加的后果，以及签约方恢复资格应满足的条件（见第 8、9、10 和 11 条）；
 - 5.1.2.6 对签约方为恢复资格所做的工作进行监督，并就是否以及何时恢复签约方资格向 CRC 提出建议（见第 11 条）。

5.2 Independent Review and Recommendations

5.2.1 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.

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

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

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

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

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

5.3 Independent Determination of Non-Compliance and Signatory Consequences

5.3.1 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.

5.2 独立评审和建议

5.2.1 条例遵守评估委员会是一个独立的、非政治性的 WADA 专业委员会，其职能是对 WADA 的条例遵守监督和强制执行工作进行监督，并就此等事宜向 WADA 执委会提出意见和建议。

5.2.1.1 CRC 由其自身章程管辖。CRC 章程旨在确保其成员的独立性、政治中立性和专业化，从而巩固其工作的公信力。该章程包含严格的利益冲突原则，即要求 CRC 成员公布任何潜在的利益冲突，且成员不得参与审议任何可能与自身存在利益冲突的事项。

5.2.2 CRC 遵循标准化的工作程序，包括审查、评估、沟通，并就签约方的条例遵守情况、整改不符合项和恢复资格相关事宜向 WADA 执委会提出建议。这些程序（见第 8、9 和 11 条）旨在促进条例遵守情况评估和强制执行工作的透明性、客观性和一致性。

5.2.2.1 如果 WADA 管理层向 CRC 报告了明显的不符合项，则应给予该签约方时间和机会，允许其在指定期限内解释和整改不符合项，实现对条例的完全遵守（见第 8 条）。

5.2.2.2 如果签约方未能遵照上述程序整改不符合项，CRC 将详细审查该案件，并决定是否建议 WADA 执委会正式通知签约方未遵守条例（见第 5.3 条）。

5.2.3 除审查和评估 WADA 管理层提出的条例遵守相关事项外，CRC 可在任何时候主动提出应由 WADA 管理层解决的条例遵守相关问题。

5.3 对签约方不遵守条例行为及向签约方施加的后果的独立判定

5.3.1 根据《条例》第 24.1.4 条，WADA 执委会可根据 CRC 的建议，决定正式通知某一签约方未遵守《条例》和 / 或国际标准。通知签约方时，还应具体说明签约方出现此类不遵守条例的行为时应向签约方施加的后果，以及签约方恢复资格应满足的条件。

- 5.3.2** In accordance with *Code* Article 24.1.5, if the *Signatory* accepts or does not dispute the contents of that notice within twenty-one (21) days of its receipt, the allegation of non-compliance will be deemed admitted and the *Signatory 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.
- 5.3.3** Once the notice is accepted as a final decision by the *Signatory*, or (if disputed) once a final decision is issued by CAS, then, in accordance with *Code* Article 24.1.9, that decision shall be applicable worldwide and shall be recognized, respected and given full effect by all other *Signatories* in accordance with their authority and within their respective spheres of responsibility (see Figure Two below).

5.4 The Principle of Last Resort

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

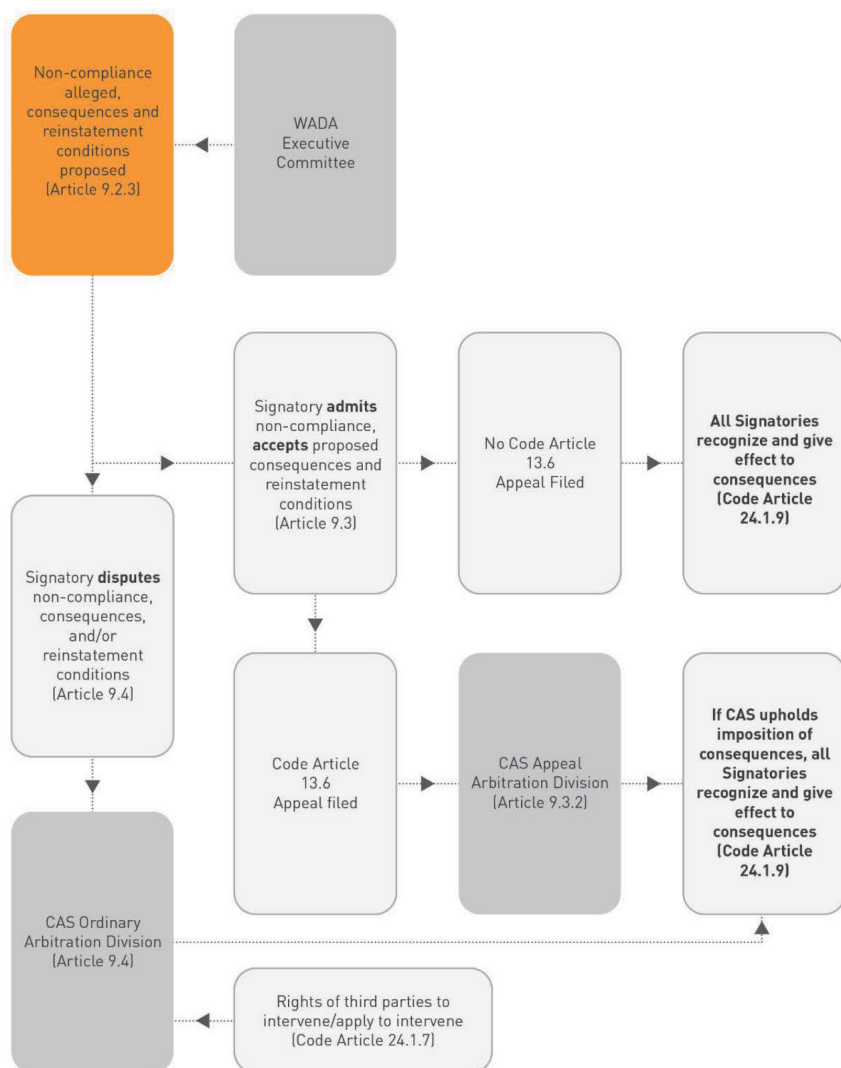
5.3.2 根据《条例》第 24.1.5 条，如果签约方接受了 WADA 执委会的通知，或在收到通知后的 21 天内未对该通知的内容提出异议，则视为签约方认可该决定，同意接受向签约方施加的后果和恢复资格的条件。除非出现根据《条例》第 13.6 条提出上诉的情况，否则依照《条例》第 24.1.9 条，该通知将自动成为强制执行的最最终决定，并立即生效。如果签约方对通知的任何内容提出异议，则该争议应由 CAS 根据《条例》第 24.1.6 条予以解决。

5.3.3 依据《条例》第 24.1.9 条，一旦签约方接受了通知，即该通知成为最终决定，或者（若签约方提出异议）一旦 CAS 发布最终决定，该决定应在世界范围内适用，所有其他签约方应承认并尊重该决定，并依据各自职权，在各自的责任范围内赋予其完全效力（参见以下图二）。

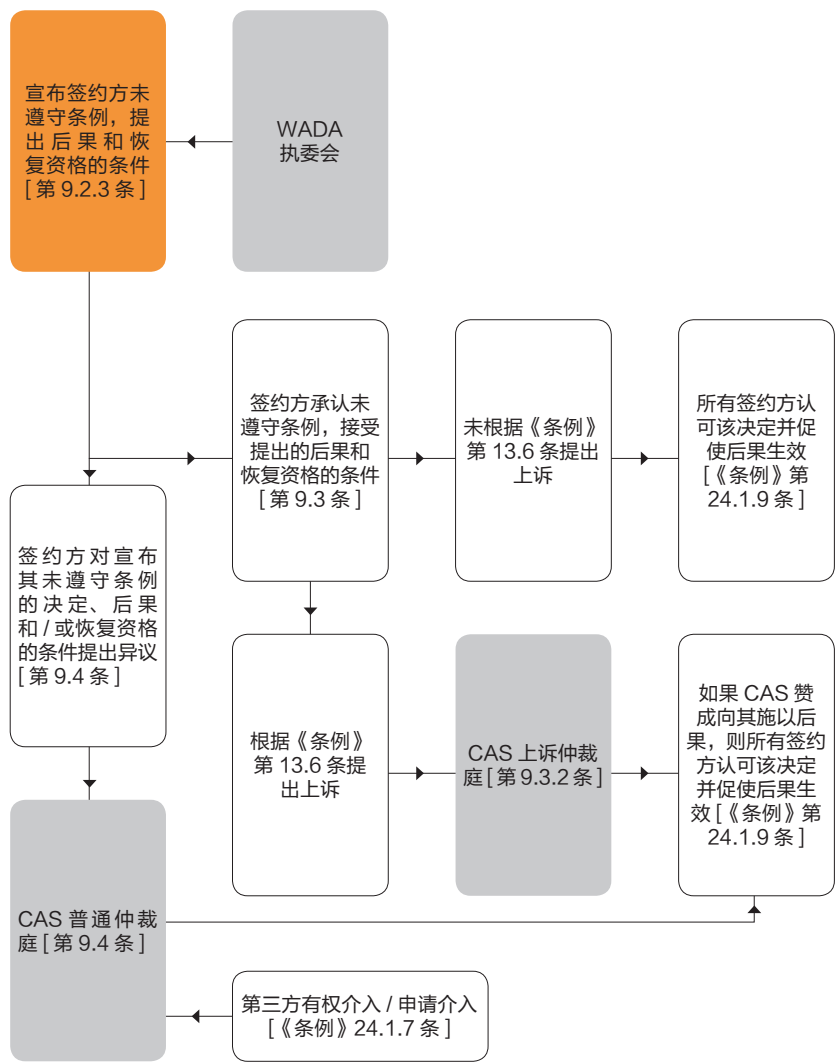
5.4 诉诸最后手段原则

5.4.1 在诉诸最后手段时，在任何案件中（包括普通案件和快速审理案件），即使由于签约方未能在要求的期限内整改不符合项，导致此案件已提交至 CAS 处理，只要签约方在 CAS 向签约方施加后果之前任何时间整改了不符合项，则不向其施加该后果。但是（a）若在 CAS 处理该案件之前，在追查案件的过程中已发生了费用，则签约方必须负担这些费用；和 / 或（b）若签约方由于之前没有在规定期限内整改不符合项，对体育运动中的反兴奋剂斗争产生了不可弥补的损害，则由于这种损害，可能会向签约方施加后果。

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



图二：正式宣布签约方未遵守条例的流程（第 5.3.1 条、第 5.3.2 条和第 5.3.3 条）



5.5 Reinstatement Procedures

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

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

6.1 Objective

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

6.2 Operational and Technical Support

- 6.2.1 WADA will provide operational and technical support to *Signatories* to assist them to achieve, maintain, or (where applicable) return to full Code Compliance, including by providing advice and information, by developing resources, guidelines, training materials, and training programs, and by facilitating partnerships with other *Anti-Doping Organizations* where possible. Where the WADA budget allows, this support shall be provided without cost to *Signatories*.
- 6.2.2 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:
- 6.2.2.1 model rules for the implementation of the *Code* and the *International Standards* within the *Signatory's* area of competence;
 - 6.2.2.2 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;

5.5 恢复资格的程序

- 5.5.1 凡适用时，WADA 管理层应向 CRC 报告签约方为达到恢复资格的条件而进行的整改情况，然后，CRC 将就签约方是否已满足该等条件和是否应恢复资格，向 WADA 执委会提出建议。
- 5.5.2 依据《条例》第 24.1.10 条，如果 WADA 执委会宣布签约方尚未满足恢复资格的条件，不应恢复其资格，而签约方对此持有异议，则该争议应由 CAS 予以解决。依据《条例》第 24.1.9 条，CAS 的裁决在世界范围内适用，所有其他签约方应承认并尊重该决定，并依据各自职权，在各自的责任范围内赋予其完全效力。

6.0 在签约方努力实现或保持遵守条例的过程中 WADA 提供的支持

6.1 目标

- 6.1.1 WADA 的首要任务是支持签约方提高反兴奋剂工作质量，从而更好地保护干净运动员。不论何时，完全遵守条例都是签约方应尽的义务，不得以他人未帮助其遵守条例作为抗辩理由或借口。然而，对于那些努力实现、保持或恢复对条例完全遵守的签约方，WADA 将尽一切合理努力向其提供支持和帮助。

6.2 业务和技术支持

- 6.2.1 WADA 将向签约方提供业务和技术支持，帮助签约方实现、保持或（如适用）恢复对条例的完全遵守，其方式包括：提供信息和建议；开发资源，提供指导方针、培训教材和培训课程；尽可能促进签约方与其他反兴奋剂组织的合作关系。只要预算允许，WADA 应无偿向签约方提供上述支持。
- 6.2.2 WADA 编制和开发了一系列文件和工具，帮助签约方理解《条例》和国际标准规定的签约方责任，并完全遵守这些责任。这些文件和工具包括：
 - 6.2.2.1 在签约方能力范围内实施《条例》和国际标准的规则模板；
 - 6.2.2.2 在开展遵守条例的反兴奋剂工作时，涵盖各个组成部分的指南文件，包括（但不限于）检查、治疗用药豁免、结果管理、教育、情报和调查；

6.2.2.3 template documents and forms; and

6.2.2.4 online *Educational* tools.

6.2.3 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 has provided and will continue to 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 have been posted and will continue to be posted, including answers to Frequently Asked Questions; and other support resources.

6.2.4 A *Signatory* may seek assistance from another *Signatory* to help it achieve full Code Compliance. WADA will seek to assist *Signatories* in setting up such partnerships, including providing on its website further information and guidelines on partnership agreements. A *Signatory* may also appoint a *Delegated Third Party* to carry out *Anti-Doping Activities* on its behalf. In accordance with *Code* Article 20 and Article 8.4.3 of this *International Standard for Code Compliance by Signatories*, however, the *Signatory* shall always remain fully liable for any *Non-Conformities* arising as a result. The *Signatory* shall ensure that it is able to require the *Delegated Third Party* to cooperate in full with (and to enable the *Signatory* to cooperate in full with) all of WADA's compliance monitoring efforts, including (without limitation) properly addressing Code Compliance Questionnaires, Mandatory Information Requests, Compliance Audits, and all continuous compliance monitoring requirements (as to which, see Article 7.8).

6.2.5 As set out in Article 8, when *Non-Conformities* are identified, whether in a completed Code Compliance Questionnaire or in a Compliance Audit or otherwise, the focus of WADA Management will be on assisting the *Signatory* in question through dialogue and support to achieve full Code Compliance. The *Signatory* will be given an adequate opportunity to dispute or to correct the *Non-Conformities*, including (if necessary) by WADA providing a Corrective Action Report that sets out which corrective actions are required, and specifies the timeframes for their completion. The Corrective Action Report may also include recommendations as to best practice, and may refer, where appropriate, to resources and materials posted on WADA's website that may assist the *Signatory* in responding to the report and strengthening its Anti-Doping Program. In addition, WADA will review any Corrective Action Plan (including any requested and relevant document) provided by a *Signatory* and provide comments as necessary to ensure that it is fit for purpose.

6.2.2.3 模板文件和表格；和

6.2.2.4 在线教育工具。

6.2.3 WADA 还编制了条例遵守调查问卷，制定了条例遵守评审程序，旨在帮助签约方找出其反兴奋剂工作中的不符合项，制定整改计划，实施整改措施。WADA 一直并将继续向签约方提供各种支持和帮助，便于签约方了解条例遵守调查问卷、条例遵守评审程序、以及包括信息发布等涉及 WADA 监督工作的所有其他方面；WADA 将继续在其网站开设专栏，公布与条例遵守监督程序相关的材料，例如常见问题的答案等；WADA 还将继续为签约方提供其他配套资源。

6.2.4 签约方可以向其他签约方寻求帮助，以实现完全遵守。WADA 将设法协助签约方建立这种伙伴关系，包括在其网站上提供有关合作协议的更多信息和指南。签约方还可以委托第三方代其开展反兴奋剂活动。然而，根据《条例》第 20 条和《签约方条例遵守国际标准》第 8.4.3 条，签约方应始终对由此产生的任何不符合项负全责。签约方应确保其能要求受委托的第三方全面配合 WADA 的所有条例遵守监督工作，包括但不限于回复条例遵守调查问卷和强制信息要求文件，配合进行条例遵守评审，以及达到 WADA 持续的监督工作中规定的要求（详见第 7.8 条），从而确保签约方能够全面配合 WADA 的监督工作。

6.2.5 正如第 8 条中所述规定，无论是在已完成的条例遵守调查问卷中，或是在条例遵守评审中，亦或是从其他渠道发现不符合项时，WADA 管理层的工作重点都是通过与之对话和提供支持来协助该签约方实现完全遵守。WADA 将给签约方充分机会提出异议或整改不符合项，包括在必要时由 WADA 提供一份整改报告，在报告中列出要求签约方采取的整改措施，并明确规定整改完成的期限。WADA 还可以在报告中就最佳实施模式提出建议，并可酌情引用 WADA 网站上公布的资料和相关资源，帮助签约方按报告进行整改，提升其反兴奋剂工作质量。此外，WADA 将审查由签约方提供的任何整改计划（包括 WADA 要求的任何文件或相关文件），提出必要的意见，确保整改计划切实可行。

7.0 Monitoring *Signatories' Code Compliance Efforts*

7.1 Objective

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

7.2 Prioritization Between Different *Signatories*

7.2.1 The following parties are all *Signatories* to the *Code*:

- 7.2.1.1 the International Olympic Committee and the International Paralympic Committee;
- 7.2.1.2 other *Major Event Organizations*;
- 7.2.1.3 International Federations;
- 7.2.1.4 *National Olympic Committees* and National Paralympic Committees;
- 7.2.1.5 *National Anti-Doping Organizations*; and
- 7.2.1.6 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.

7.2.2 Given the large number of *Signatories* and WADA's limited resources, the CRC may approve proposals by WADA Management to prioritize the monitoring for Code Compliance (a) of certain categories of *Signatories*, based on the scope of the *Anti-Doping Activities* required of 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 an assessment:

- 7.2.2.1 (where the *Signatory* is an International Federation) the physiological risk of doping in a particular sport/discipline;
- 7.2.2.2 (where the *Signatory* is an International Federation) participation of the *Signatory* in the Olympic and/or Paralympic Games;

7.0 对签约方的条例遵守情况进行监督

7.1 目标

7.1.1 依据《条例》第 20.7.3 条和第 24.1.1 条，WADA 有义务对签约方的条例遵守情况进行监督。WADA 应审查签约方制定的规章制度（若某些国家以立法的形式实施《条例》所述规则，也应审查相关法律），确保其符合《条例》和国际标准。WADA 还应审查签约方是否开展了符合《条例》和国际标准中所有要求的反兴奋剂工作，来实施其制定的法律、法规、政策和规则。因此，第 7 条的目标是制定标准来管理这些监督活动，使监督流程尽可能高效，同时尽可能节省成本。

7.2 对不同签约方进行监督时的优先次序

7.2.1 以下各方均为《条例》的签约方：

7.2.1.1 国际奥委会和国际残奥委会；

7.2.1.2 其他重大赛事组织机构；

7.2.1.3 国际单项体育联合会；

7.2.1.4 国家奥委会和国家残奥委会；

7.2.1.5 国家反兴奋剂组织；

7.2.1.6 WADA 网站上列出的其他各种组织，包括但不限于国家奥委会协会、国际单项体育联合会协会、不属于国际单项体育联合会的残疾运动员组织和英联邦运动会国家协会。

7.2.2 鉴于签约方数量众多且 WADA 资源有限，经 CRC 批准，WADA 管理层可优先对以下签约方的条例遵守情况进行监督：（a）根据《条例》规定的签约方反兴奋剂活动的范围选出的某些签约方；和/或（b）基于客观风险评估选出的某些签约方。以下列出了监督优先顺序评估中可能考虑的部分因素：

7.2.2.1 （若签约方是国际单项体育联合会）某一特定运动项目 / 小项中兴奋剂带来的生理风险；

7.2.2.2 （若签约方是国际单项体育联合会）签约方参加奥运会和 / 或残奥会的情况；

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

- 7.2.2.3 (若签约方是重大赛事组织机构)参加该赛事的运动员水平;
- 7.2.2.4 某一特定国家的运动员在国际赛事中的成绩;
- 7.2.2.5 某一特定国家或特定运动项目/小项中使用兴奋剂的历史;
- 7.2.2.6 签约方对强制信息要求文件或条例遵守调查问卷的反馈;
- 7.2.2.7 依据可靠情报或调查结果,签约方的反兴奋剂工作中可能存在重大不符合项;
- 7.2.2.8 签约方违反《条例》或国际标准规定的核心或重要要求;
- 7.2.2.9 签约方在 WADA 作为引导者或合作方的合作项目中未按照 WADA 的建议开展工作;
- 7.2.2.10 签约方未能依据 WADA 提出或认可的建议(比如在筹备参加奥运会或残奥会或其他赛事中与检查相关的建议)采取相应措施(比如进行目标检查);
- 7.2.2.11 (若签约方是国家反兴奋剂组织或代行国家反兴奋剂组织之职的国家奥委会),签约方所在国家有 WADA 认可的实验室,和/或正在申办重大体育赛事或已经赢得举办权;
- 7.2.2.12 被判定为未遵守条例的签约方正试图恢复资格;并且/或者
- 7.2.2.13 WADA 执委会和/或 WADA 理事会提出要求。
- 7.2.3 《条例》第 20 条要求国际单项体育联合会、国家奥委会和国家残奥委会强制其成员和认可的机构遵守条例。如果 WADA 在其监督活动中了解到该签约方的某一成员或认可的机构明显未能遵守条例, WADA 将通知该签约方,以便其根据《条例》规定的义务采取适当的跟进措施。
- 7.2.4 同样地,鉴于签约方数量众多, WADA 资源有限,经 CRC 批准, WADA 管理层可优先强制实施《条例》和/或国际标准中的核心要求和(在某些情况下)重要要求,包括在必要时宣布签约方未遵守条例,并向签约方施加后果;同时应给予签约方额外机会,让其采取整改措施,确保遵守《条例》和/或国际标准中的其他要求。然而,一旦出现签约方未能遵守核心要求的情况,以及出现加重处罚情节, WADA 的首要工作是向签约方施加适当的后果。

- 7.2.5 WADA may also enlist the support of other bodies to assist it in its monitoring tasks.
- 7.2.6 For the avoidance of doubt, a *Signatory* shall be required to comply in full at all times with its obligations under the *Code* and the *International Standards*, whether or not it is prioritized for monitoring by WADA.

7.3 Cooperation with Other Bodies

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

7.4 WADA's Monitoring Tools

- 7.4.1 WADA may make use of all legal means at its disposal to monitor Code Compliance by *Signatories*, including (without limitation):
 - 7.4.1.1 requiring 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*;
 - 7.4.1.2 conducting Compliance Audits of Signatories' ongoing Anti-Doping Programs, in accordance with Article 7.7, in order to assess their Code Compliance, to identify and categorize *Non-Conformities*, and to identify corrective actions required to correct the *Non-Conformities* and so achieve full Code Compliance;
 - 7.4.1.3 conducting *Independent Observer Programs* (a) at the Olympic Games and the Paralympic Games, and (b) at other selected *Events*;

7.2.5 WADA 也可向其他机构寻求支持，帮助其履行监督任务。

7.2.6 为避免疑义，无论其是否被列入 WADA 的优先监督名单中，签约方均应始终完全遵守《条例》和国际标准规定的义务。

7.3 与其他机构的合作

7.3.1 WADA 可酌情与其他相关机构合作，促进签约方对条例的完全遵守，包括（但不限于）与联合国教科文组织合作，促进各国政府遵守《反对在体育运动中使用兴奋剂国际公约》；与欧洲理事会合作，促进各国政府遵守《欧洲理事会反兴奋剂公约》；和 / 或与任何其他政府间组织或倡议的合作。此类合作旨在促进和最大限度地提高 WADA 在条例遵守监督工作中的效力。此类合作应遵循所有适用的数据保护法。

7.3.2 此等合作包括（但不限于）与其他机构合作，开展与特定国家相关的条例遵守监督活动（例如，联合进行现场访问或问卷调查）；开展可能对监督工作有帮助的相关信息交流；以及开展联合行动，以协助和鼓励相关方遵守条例。

7.4 WADA 的监督工具

7.4.1 WADA 可利用其可支配的所有合法手段，对签约方遵守条例的情况进行监督，包括（但不限于）：

7.4.1.1 根据《条例》第 24.1.2 条，要求签约方在合理、明确的期限内，完成并提交条例遵守调查问卷和 / 或有关其条例遵守情况的其他报告。此类报告应准确和完整地提供 WADA 要求的所有信息，解释任何已发现的不符合项存在的原因，并说明签约方为整改不符合项已经采取的和 / 或准备采取的措施；

7.4.1.2 按照第 7.7 条的规定，对签约方当前的反兴奋剂工作开展评审，评估其遵守条例的情况，查找不符合项并进行归类，确定对不符合项的整改措施，以实现签约方对条例的完全遵守；

7.4.1.3 （a）在奥运会和残奥会中，和（b）在其他特定赛事中开展独立观察员项目；

- 7.4.1.4** 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*;
- 7.4.1.5** 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 and Article 4.1.3 of the *International Standard for Testing and Investigations*;
 - 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*;
- 7.4.1.6** conducting other continuous compliance monitoring activities in accordance with Article 7.8;
- 7.4.1.7** reviewing *Results Management* decisions made by *Signatories* and communicated to WADA in accordance with *Code* Articles 7.6 and 14.1.4, and the *International Standard for Results Management*, 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

7.4.1.4 审查签约方是否达到了 WADA 提出或认可的要求，实施了与筹备参加奥运会或残奥会或其他赛事相关的目标检查和/或采取了其他措施。

7.4.1.5 审查以下关键文件：

- (a) 签约方制定的规则和法规（若某些国家以立法的形式实施《条例》所述规则，也应审查相关法律）；
- (b) 签约方依据《条例》第 5.4 条和《检查和调查国际标准》第 4.1.3 条制定的风险评估和检查计划；
- (c) 签约方依据《条例》第 14.4 条提供的兴奋剂管制年度数据报告；
- (d) 检查记录单、治疗用药豁免决定，以及在 ADAMS 中申报的其他数据（审查范围包括是否按照要求在规定时间内在 ADAMS 中申报上述信息，治疗用药豁免决定是否符合《治疗用药豁免国际标准》等）；
- (e) 其他相关机构编制的报告（例如《欧洲理事会反兴奋剂公约》监督小组撰写的国家报告）；和
- (f) WADA 管理层为评估签约方遵守条例的情况，要求签约方提供的任何其他文件或数据；

7.4.1.6 依据第 7.8 条持续开展其他条例遵守监督工作；

7.4.1.7 根据《条例》第 7.6 条、第 14.1.4 条和《结果管理国际标准》，审查签约方做出并与 WADA 沟通过的结果管理决定，包括（但不限于）以下决定：

- (a) 不将非典型性结果判定为阳性检测结果；
- (b) 不将阳性检测结果或生物护照阳性结果判定为兴奋剂违规；
- (c) 不将违反行踪信息管理规定或其他明显的违规行为判定为兴奋剂违规；
- (d) 撤销对兴奋剂违规的指控；

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 8.2.2) if, notwithstanding such notification, (1) the *Signatory* fails to put in place measures reasonably designed to avoid any further non-compliant *Results Management* decisions; or (2) *WADA* receives a further non-compliant *Results Management* decision for which the *Signatory* is responsible;

7.4.1.8 assessing 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;

7.4.1.9 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*;

7.4.1.10 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

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

7.4.2 Where a *Signatory* is required to provide compliance information to *WADA* (e.g., in response to a Code Compliance Questionnaire or a Mandatory Information Request) that is the *Signatory's* proprietary and confidential information, *WADA* will treat that information confidentially, and will use it only to monitor Code Compliance and not for any other purpose.

7.5 Code Compliance Questionnaires

7.5.1 *Code* Article 24.1.2 requires *Signatories* to report to *WADA* on their Code Compliance when requested by *WADA*.

(e) 在未举行听证会的前提下，就兴奋剂违规的指控结果达成一致；

但前提是，除非遇到特殊情况，否则 WADA 不会仅根据一项未遵守条例的结果管理决定宣布某个签约方未遵守条例。事实上，只有当 WADA 管理层认为签约方公布的许多结果管理决定都不遵守条例时，才会适时通知该签约方。如果签约方收到 WADA 通知后，(1) 未采取合理措施来避免继续做出不遵守条例的结果管理决定，或(2) WADA 再次收到一项不遵守条例的结果管理决定，且该签约方应为此决定负责，则 WADA 将采取进一步行动，根据第 8.2.2 条向签约方发送整改报告。

7.4.1.8 评估和处理从可靠渠道获得的、与潜在不符合项相关的情报。获得情报的渠道包括但不限于 WADA 情报和调查部门、签约方、其他利益相关方、WADA 认可的实验室和其他 WADA 批准的实验室、样本采集机构和/或样本采集人员、执法部门和其他有关部门(包括其他监管和/或纪检部门)、运动员和其他当事人、举报人、媒体和公众；

7.4.1.9 运用《条例》第 10.7.1 条赋予 WADA 的权力，鼓励运动员和其他当事人提供与签约方不遵守条例相关的信息；

7.4.1.10 要求 WADA 情报和调查部门跟进相关情报，并且/或者调查签约方未能遵守条例的潜在例证；

7.4.1.11 使用任何其他相关的、可靠的信息或有用的数据。

7.4.2 如果要求某一签约方向 WADA 提供与其条例遵守情况相关的信息(例如，签约方对条例遵守调查问卷或强制信息要求文件的反馈)，且该信息属于专有和机密信息，则 WADA 应为该等信息保密，且仅能将该信息用于监督签约方的条例遵守情况，不得派作其他用途。

7.5 条例遵守调查问卷

7.5.1 依据《条例》第 24.1.2 条，当 WADA 执委会提出要求时，各签约方应向 WADA 报告其条例遵守情况。

- 7.5.2** As and when determined by WADA's Executive Committee on the recommendation of the CRC (but no more than once every three (3) 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.
- 7.5.3** 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.
- 7.5.4** 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 8.3.1*.
- 7.5.5** 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.
- 7.5.6** 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*.
- 7.5.7** 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 8.2.2*.

7.6 Mandatory Information Requests

- 7.6.1** Independently of any other monitoring activity, where WADA receives or collects information indicating that a *Signatory* may not be complying with *Critical* or *High Priority* requirements, WADA Management may send the *Signatory* a Mandatory Information Request requiring it to provide information that enables WADA to

- 7.5.2** WADA 执委会可根据 CRC 的建议，决定由 WADA 向签约方发送条例遵守调查问卷，使其就条例遵守情况和任何潜在不符合项开展自我评估和报告（最多每 3 年一次，出现特殊情况除外）。条例遵守调查问卷可能要求签约方提供相关文件，对条例遵守调查问卷中问题的反馈进行佐证和补充。
- 7.5.3** WADA 将明确规定合理的截止日期，供签约方对条例遵守调查问卷及其附件进行反馈。当截止日期接近时，将向签约方发送提醒。
- 7.5.4** 根据《条例》第 24.1.3 条，如果签约方未能在规定的截止日期之前向 WADA 提交准确、完整的条例遵守调查问卷，这本身就是未能遵守《条例》第 24.1.2 条的行为，这将触发第 8.3.1 条中所述程序。
- 7.5.5** WADA 将审查签约方完成的条例遵守调查问卷中提供的信息，据此评估签约方遵守条例的程度。WADA 应参考从其他可靠来源获得的信息，如在 ADAMS 中申报的数据、独立调查报告等，尽量核实签约方对条例遵守调查问卷具体问题的反馈。WADA 将就签约方的反馈和上述数据之间的明显差异进行讨论，而后得出结论。
- 7.5.6** 如果 WADA 确认在条例遵守调查问卷未发现任何不符合项，则应及时书面通知签约方。如果实际上存在（或当时存在）不符合项，但 WADA 在审查签约方完成的条例遵守调查问卷时未能发现，反而在进行其他监督工作时发现了这些不符合项，则 WADA 应采取本国际标准中规定的步骤，责成签约方整改不符合项，不受 WADA 原有结论的限制。
- 7.5.7** 如果 WADA 在签约方完成的条例遵守调查问卷中发现了不符合项，则应依照第 8.2.2 条所述要求发布整改报告。

7.6 强制信息要求文件

- 7.6.1** 如果 WADA 收到或收集了相关信息，表明签约方可能未遵守核心要求或重要要求，则 WADA 管理层可向签约方发送强制信息要求文件，要求其提供相关信息，便于 WADA 确认实际情况。此种监督与任何其他监督活动相独立。WADA 应仅要求签约方提供为有效评估

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 (21) days later).

- 7.6.2** WADA Management will assign a WADA Auditor to review the response received from the *Signatory* and to provide an assessment and recommendation, including (where appropriate) a recommendation to issue a Corrective Action Report in accordance with Article 8.2.2.
- 7.6.3** If the *Signatory* fails to provide the required response to a Mandatory Information Request by the date that WADA has specified for receipt of such response, that will trigger the process outlined in Article 8.3.1.

7.7 The Compliance Audit Program

- 7.7.1** WADA Management will decide (subject to CRC oversight) which *Signatories* shall undergo a Compliance Audit. The factors listed at Article 7.2.2 may trigger a Compliance Audit. *Signatories* may also be selected for a Compliance Audit based on any other relevant reason or credible intelligence collected or received by WADA.
- 7.7.2** The Compliance Audit will be conducted by WADA Auditors. The Compliance Audit may be conducted in person (i.e., where the audit team visits the *Signatory* and conducts the assessment of the *Signatory's Anti-Doping Program* in the presence of relevant members of the *Signatory's* team) or via an exchange of written information initiated by a request from WADA, such as a Mandatory Information Request.
- 7.7.3** In each case, the *Signatory* shall cooperate with WADA and the WADA audit team in all aspects of the Compliance Audit. A lack of cooperation may be referred by WADA Management to the CRC for consideration as a potential *Non-Conformity*.
- 7.7.4** Arranging an in-person Compliance Audit:
- 7.7.4.1** WADA will send the *Signatory* a notice of its selection for a Compliance Audit, the names of the lead auditor and the other members of the audit team, and the dates on which the audit team proposes to visit the *Signatory's* offices to conduct the audit (which is usually two to three (2 – 3) days in duration). The dates identified should give the *Signatory* at least one (1) month to prepare for the audit visit.
- 7.7.4.2** The *Signatory* has fourteen (14) days to respond to the notice with confirmation that the dates proposed for the audit are convenient, or explaining why those dates are not convenient and proposing alternative dates that are as close as possible to the dates proposed by WADA. If a *Signatory* refuses to be

签约方条例遵守情况必需的信息，以及 WADA 无法通过其他来源（如 ADAMS）获得的信息。WADA 发送的要求书中应解释 WADA 管理层需要该信息的原因，并明确提出要求签约方提供此信息的截止日期（给予签约方的答复时间应不少于 21 天）。

7.6.2 WADA 管理层将任命一名 WADA 评审员，对签约方的答复进行审查、评估并提出建议，包括（如适用）依照第 8.2.2 条所述要求发布整改报告。

7.6.3 如果签约方未能在 WADA 要求的截止日期前答复强制信息要求文件，则将触发第 8.3.1 条中所述程序。

7.7 条例遵守评审

7.7.1 在 CRC 的监督下，由 WADA 管理层决定对哪些签约方进行条例遵守评审。第 7.2.2 条列出的因素可能触发条例遵守评审。WADA 也可依据任何其他相关理由或其采集或收到的可靠情报选择部分签约方接受条例遵守评审。

7.7.2 条例遵守评审工作由 WADA 评审员进行。条例遵守评审工作可以是现场评审（即评审组对签约方进行访问，在签约方团队相关成员在场的情况下对签约方的反兴奋剂工作进行评审）或应 WADA 要求进行书面评审（如发送强制信息要求文件）。

7.7.3 在任何情况下，签约方均应配合 WADA 和 WADA 评审组进行条例遵守评审工作。凡缺乏配合的情况可由 WADA 管理层提交至 CRC，可能会成为潜在的不符合项。

7.7.4 安排现场评审：

7.7.4.1 WADA 将向签约方发送通知，告知其被选中接受条例遵守评审。通知内容包括首席评审员和评审组其他成员的姓名，以及评审组提议访问签约方办公室进行评审（通常为 2 至 3 天）的日期。确定评审日期时，应至少给予签约方 1 个月准备时间。

7.7.4.2 签约方有 14 天的时间答复该通知。若认为评审组的建议日期方便，应在答复中确认；若认为不方便，应作出解释，并提出与建议日期尽可能接近的替代日期。如果签约方拒绝配合评审组确定合适的评审日期，从而拒绝接受评审或者阻

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 8.3.1.

7.7.4.3 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.

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

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

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

7.7.7 During the Compliance Audit, the audit team will assess the *Signatory's* Anti-Doping Program using information 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.

碍评审过程，则将被视为不符合《条例》第 24.1.2 条规定，并将触发第 8.3.1 条所述程序。

7.7.4.3 一旦确定了日期，WADA 将向签约方发送评审计划，提供评审范围和签约方为评审访问做准备的指南。

7.7.4.4 评审访问前至少 14 天，首席评审员应直接（例如，举行电话会议或现场会议）与签约方的主要联系人就条例遵守事宜进行沟通，以确认所有必要的安排，回答关于评审的任何问题，并讨论签约方应如何准备信息，以及如何将信息呈现给评审组。

7.7.5 在任何情况下，签约方均应促成 WADA 评审组的访问，包括在评审访问期间安排适当人员到场，并为 WADA 评审组开展评审提供必要的会议和相关办公设施。如果签约方将其反兴奋剂工作的任何部分委托给第三方，则签约方必须确保该第三方的代表可以回答 WADA 评审组的问题，并提供评审过程所需的任何信息或文件。

7.7.6 在评审启动会上，评审组应解释其进行条例遵守评审的方法，确认评审范围，以及希望签约方给予的配合与支持。评审组还应给予签约方机会，让其询问与评审相关的任何问题。

7.7.7 在条例遵守评审过程中，评审组将运用从多个渠道获得的档案信息对签约方的反兴奋剂工作进行评估，包括签约方完成的条例遵守调查问卷、ADAMS 中申报的数据、独立调查报告、收集或接收的情报、WADA 认为可靠的媒体报道和任何其他可用的可靠信息。评审组将从签约方开展的反兴奋剂工作中寻找有代表性的实例和证据，指出此等实例、证据与签约方提供的信息（例如条例遵守调查问卷中的信息）之间的不符之处。签约方应配合评审组，确保评审组能够访问条例遵守评审所需的所有信息、程序和系统。

- 7.7.8** At the closing meeting, the audit team will verbally present its preliminary findings to the *Signatory*, including identifying any apparent *Non-Conformities* (focusing on *Critical* and *High Priority* requirements). The audit team may also outline any findings and/or best practice recommendations in respect of *General* requirements. The *Signatory* will be given an opportunity to note any disagreement with the audit team's preliminary findings during the closing meeting. The audit team will also outline the likely follow-up process and timeframes in terms of corrective actions, so that the *Signatory* may start addressing the findings immediately, i.e., without waiting for the Corrective Action Report. Following completion of the audit, the lead auditor will present the final audit findings in a draft Corrective Action Report to WADA Management (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 8.2.2.
- 7.7.9** WADA will pay the costs of the Compliance Audit, subject to potential reimbursement by the *Signatory* in accordance with Article 11.2.1.4.
- 7.7.10** WADA will publish on its website a list of *Signatories* that have undergone a Compliance Audit. Once an audit is complete, and the *Signatory* in question has received the final Corrective Action Report, WADA may publish a summary of the audit outcomes.

7.8 Continuous Compliance Monitoring

- 7.8.1** 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.
- 7.8.2** 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*.
- 7.8.3** If the *Signatory* does not correct a *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 8.2.2.
- 7.8.4** 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

7.7.8 在评审结束会上，评审组将向签约方口头宣布初步评审结果，包括发现的任何明显的不符合项（重点关注“核心要求”或“重要要求”级别的不符合项）。评审组也可以针对一般要求，简要说明评审组的任何发现，并且 / 或者就最佳实施模式提出建议。签约方有机会在结束会上对评审组的初步调查结果提出异议。评审组还将简要说明可能的后续流程和各项整改措施的期限，如此签约方无需等 WADA 发布整改报告，便可立即开始处理评审结果。评审完成后，首席评审员将在整改报告草案中写明最终评审结果，并提交至 WADA 管理层（经过进一步审议后，该报告可能比评审结束会上口头提出的初步评审结果更为全面）。随后，WADA 管理层将依照第 8.2.2 条所述要求，尽快向签约方发布最终版整改报告。

7.7.9 WADA 将支付条例遵守评审费用，但签约方须支付第 11.2.1.4 条所述情况下可能发生的费用。

7.7.10 WADA 将在其网站上公布已接受条例遵守评审的签约方名单。评审完毕且签约方已收到最终的整改报告后，WADA 可以公布评审结果总结。

7.8 对条例遵守情况的持续监督

7.8.1 WADA 管理层将与 CRC 磋商，制定若干要求，与条例遵守调查问卷和条例遵守评审协同对签约方的条例遵守情况进行持续监督。

7.8.2 WADA 相关部门负责持续监督签约方对上述要求的遵守情况。WADA 相关部门将制定适当的期限并设置提醒，并就此与签约方进行沟通，为签约方留出足够的时间来整改任何不符合项。

7.8.3 如果签约方未在 WADA 相关部门规定的期限内整改不符合项，则该部门将向 WADA 管理层报告该不符合项，WADA 管理层将根据第 8.2.2 条所述要求发布整改报告。

7.8.4 除了上述持续监督工作之外，在对签约方评审结束并完成整改报告后，回顾评审过程时仍可能发现该签约方存在“核心要求”或“重要要求”级别的不符合项。出现此种情况时，WADA 评审员将参考 WADA 能够获得的任何信息，包括通过发送强制信息要求文件来评估签约方是否仍然能达到核心和重要要求。如果 WADA 评审员发现

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 8.2.2.

7.9 Special Provisions Applicable to Major Event Organizations

- 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*.
- 7.9.2** 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.
- 7.9.3** Where WADA identifies *Non-Conformities* based on the *Major Event Organization's* completed Code Compliance Questionnaire, it will issue a Corrective Action Report in accordance with Article 8.2.2, save that where the Corrective Action Report:
- 7.9.3.1** identifies *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
 - 7.9.3.2** 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
 - 7.9.3.3** 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.

任何“核心要求”或“重要要求”级别的不符合项，WADA 将根据第 8.2.2 条发布整改报告。

7.9 适用于重大赛事组织机构的特殊规定

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、程序和期限亦适用于重大赛事组织机构。

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 明确规定的合理期限内完成该问卷并反馈给 WADA。

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照下述要求整改不符合项：

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 个月的期限内予以整改；并且 / 或者

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 个月的期限内予以整改；并且 / 或者

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.

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

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

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

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

- a) 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 fast-track procedures that ensure the *Non-Conformities* are corrected well in advance of the next edition of the *Event* in question; and/or
- c) that the *Major Event Organization* contract with a *Delegated Third Party* to support its *Anti-Doping Activities* at the *Event*.

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

7.9.7 Whether or not Article 7.9.5.2(a) applies:

7.9.4 如果重大赛事组织机构未在 WADA 明确规定的期限内整改不符合项，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期限不合适，WADA 管理层也可以制定较短的期限（前提是应告知重大赛事组织机构这一期限，并告知其不能在规定期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 在此类案件中，WADA 管理层应给予重大赛事组织机构机会，让其在规定的时间内对明显的不符合项做出解释，并将签约方在该日期前作出的任何解释告知 CRC。

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 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 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) （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) 将整改报告发给该签约方，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) 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 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 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.
- 7.9.7.2** 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.
- 7.9.7.3** When the report issued by the *Independent Observer Program* is completed, all *Non-Conformities* will also be included in a new Corrective Action Report, requiring (as WADA sees fit) either (a) the implementation of the corrective actions within specified timeframes (which may or may not be the same timeframes as are set out in Article 7.9.3), or (b) a commitment to implement the corrective actions before the next edition of the *Major Event Organization's Event*.

8.0 Giving Signatories the Opportunity to Correct Non-Conformities

8.1 Objective

- 8.1.1** When *Non-Conformities* are identified, the objective will be to assist the *Signatory* through dialogue and support to correct the *Non-Conformities* and so achieve and maintain full Code Compliance.
- 8.1.2** Article 8 sets out the procedures that WADA will follow in giving the *Signatory* adequate opportunity to correct the *Non-Conformities* identified. The various steps in the process are presented in flow chart format in Figure One (Article 5 above).

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 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 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）在规定的期限内实施整改措施（这一期限既可以与第 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。

8.0 给予签约方整改不符合项的机会

8.1 目标

8.1.1 发现不符合项后，目标是通过对话和支持，协助签约方整改不符合项，以实现并保持对条例的完全遵守。

8.1.2 第 8 条列出了 WADA 在给予签约方足够的机会整改已查明的不符合项时应遵循的程序。该程序的各个步骤以流程图的形式在图一中呈现（见第 5 条）。

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

- 8.2.1 Where the *Signatory's* rules or regulations (or applicable legislation, if that is how the *Code* has been implemented in a particular country) are not compliant with the *Code*, WADA Management will give the *Signatory* written notice of the *Non-Conformities* and a three (3) month timeframe to correct them or to provide draft corrections and a confirmed timeframe for their adoption.
- 8.2.2 Where WADA identifies *Non-Conformities* in any other aspects of a *Signatory's* Anti-Doping Program (whether as a result of a Code Compliance Questionnaire or a Compliance Audit, or as a result of information provided in response to a Mandatory Information Request, or otherwise), WADA Management will send the *Signatory* a Corrective Action Report that:
- 8.2.2.1 identifies *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 (3) months; and/or
 - 8.2.2.2 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 (6) months; and/or
 - 8.2.2.3 identifies *Non-Conformities* with requirements that are considered to be *General*, which the *Signatory* must correct within a timeframe specified by WADA of no more than nine (9) 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 7.9.
- 8.2.3 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.
- 8.2.4 If the *Signatory* disputes the *Non-Conformities* identified in the Corrective Action Report, and/or their classification as *Critical* or *High Priority*, WADA Management will 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 8.4.1. 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.

8.2 “整改报告”和“整改计划”

- 8.2.1** 如果签约方的规则或法规（或相关的影响到《条例》在其国家如何实施的法律）没有遵守条例，WADA 管理层将就不符合项书面通知签约方，并给出为期 3 个月的整改期限，或提供整改计划和经确认的期限，供其采纳。
- 8.2.2** 如果 WADA 在签约方反兴奋剂工作的其他任何方面发现不符合项（无论是根据条例遵守调查问卷或遵守情况评估得到的结果，还是因答复强制信息要求文件所提供的信息，或者是其他方面），WADA 管理层将向签约方发出整改报告：
- 8.2.2.1** 报告所确定的被认为是对核心要求的不符合项，签约方必须在 WADA 明确规定的不超过 3 个月的期限内予以整改；并且 / 或者
- 8.2.2.2** 报告所确定的被认为是对重要要求的不符合项，签约方必须在 WADA 明确规定的不超过 6 个月的期限内予以整改；并且 / 或者
- 8.2.2.3** 报告所确定的被认为是对一般要求的不符合项，签约方必须在 WADA 明确规定的不超过 9 个月的期限内予以整改；
- 8.2.2.4** 如果签约方是重大赛事组织机构，则上述期限并不适用。此等事宜应根据第 7.9 条所列的快速处理程序予以处理。
- 8.2.3** 在发出整改报告后，WADA 管理层将与签约方进行对话，确保该签约方收到整改报告，并了解其在规定期限内必须采取的整改措施。
- 8.2.4** 如果签约方对整改报告中确认的不符合项有异议，并且 / 或者对这些不符合项所属级别（即属于核心要求或重要要求）有异议，WADA 管理层将对此进行审查。如果审查后仍维持该观点，则根据第 8.4.1 条，签约方可要求将该争议提交至 CRC。如果 CRC 与 WADA 管理层观点一致，且该争议涉及的问题可能会被宣布为不遵守条例，签约方可以就有争议的不符合项和 / 或不符合项的级别在 CAS 的诉讼程序中抗辩。如果 CRC 与 WADA 管理层观点不一致，WADA 管理层可将该问题提交至 WADA 执委会裁决。

- 8.2.5** Subject to Article 8.2.4, 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.
- 8.2.6** WADA Management will monitor the *Signatory's* progress in correcting the *Non-Conformities* identified in the Corrective Action Report.
- 8.2.7** If any further *Non-Conformities* are discovered after a Corrective Action Report has been sent to the *Signatory* but before the matter has been referred to the CRC, or if there is a repeat of a *Non-Conformity* that was supposedly corrected before the matter has been referred to the CRC, WADA Management may send the *Signatory* an updated Corrective Action Report that adds the new *Non-Conformities* and that provides a new timeframe or timeframes for correction of all the *Non-Conformities* identified in the updated Corrective Action Report.

8.3 Final Opportunity to Correct before Referral to the CRC

- 8.3.1** If a *Signatory* does not correct all *Non-Conformities* within the timeframe set in the Corrective Action Report, or if a *Signatory* fails to provide the required response within the specified timeframe to a Code Compliance Questionnaire, a notice of a Compliance Audit, a request made as part of 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 (3) 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.
- 8.3.2** 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 8.3.1 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*.

- 8.2.5** 在遵循第 8.2.4 条所述规定的前提下，签约方应在整改报告规定的期限内整改不符合项。整改报告中将包括一个叫做“整改计划”的章节，该章节由签约方填写，目的是帮助签约方规划其组织内部实施每一项整改措施的人员、方法及整改时间。虽然不是强制性要求，但强烈建议签约方向 WADA 提供整改计划。如果签约方提供了整改计划，WADA 将评审该计划，以确认符合需要，如果不符合需要，WADA 将提出意见，协助签约方进行纠正。
- 8.2.6** 针对整改报告中确认的不符合项，WADA 管理层将监督签约方的整改进展。
- 8.2.7** 如果在将整改报告发送至签约方之后，但在此事项提交至 CRC 之前，又发现了其他不符合项，或者发现本应整改完毕的不符合项再次出现，WADA 管理层会发送签约方一份更新的整改报告，并在新的整改报告中提供新的整改期限，以纠正在新的整改报告中标识的所有不符合项。

8.3 提交至 CRC 之前的最终整改机会

- 8.3.1** 如果签约方未能在整改报告规定的期限内整改全部不符合项，或如果签约方未能在规定的期限内对条例遵守调查问卷、条例遵守评审通知、WADA 为实现持续监督而提出的要求或强制信息要求文件进行反馈，WADA 管理层将向签约方发出书面通知，并给出新的期限（最长可达 3 个月）进行整改。除遇有签约方证实有不可抗力事件使其不能在该期限内进行整改外，新的期限不得再延长。
- 8.3.2** 如果签约方根据第 8.3.1 条得到新的整改期限之后，但在将此事项提交至 CRC 之前，又发现了其他不符合项，或者发现本应整改完毕的不符合项再次出现，WADA 管理层可向签约方发出关于新不符合项的通知，并给出整改全部不符合项（包括原有不符合项和新不符合项）的期限。

8.4 Referral to the CRC

8.4.1 If a *Signatory* (a) continues to dispute the *Non-Conformity* after an exchange of views with WADA Management and requests referral of the matter to the CRC; or (b) does not correct a *Non-Conformity* by the timeframe set in accordance with Article 8.3.1; or (c) does not provide the required response to a Mandatory Information Request or Code Compliance Questionnaire by the timeframe set in accordance with Article 8.3.1, WADA Management will refer the matter to the CRC for consideration in accordance with Articles 8.4.2 to 8.4.6.

8.4.2 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*.

8.4.3 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:

8.4.3.1 that the *Signatory's Non-Conformity* has been caused by a lack of resources, changes in elected officials or personnel, or any 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

8.4 提交至 CRC

8.4.1 如果签约方（a）与 WADA 管理层交换意见后仍对该符合项有异议，要求将此事项提交至 CRC 审议；或（b）未根据第 8.3.1 条在规定的期限内对某个不符合项进行整改；或（c）未根据第 8.3.1 条在规定的期限内按要求反馈强制信息要求文件或条例遵守调查问卷，则依据第 8.4.2 条至第 8.4.6 条，WADA 管理层应将该事项提交至 CRC 审议。

8.4.2 WADA 管理层将告知签约方提交该事项至 CRC 的决定，并告知签约方可以提交其希望 CRC 予以考虑的任何解释或其他意见。WADA 管理层将就收到的签约方的任何解释或意见与 CRC 沟通。

8.4.3 一旦该事项被提交至 CRC，CRC 将自行审查并确定其是否认同 WADA 管理层对不符合项的归类（即不符合项属于核心、重要还是一般级别）。如果不同意，则将重新分类，并对整改期限做出相应调整（若 WADA 管理层坚持其观点，则由 WADA 执委会做出决定）。CRC 也将全面、公正地考虑签约方关于其不符合项的解释或意见，特别是全面、公正地考虑由于不可抗力事件导致的不符合项和无法按整改报告要求整改不符合项的情况。在特殊情况下，CRC 可以向 WADA 执委会提出建议，当不可抗力事件持续阻碍签约方整改不符合项时，此等不符合项应予以暂时豁免。然而，在任何情况下，以下因素都不能成为放缓整改的理由：

8.4.3.1 签约方的不符合项是由于资源匮乏、在职官员或人员发生变动，或由于政府或其他公共主管部门的干预和 / 或未能提供支持或其他作为或不作为所致。每个签约方均自愿履行其承担《条例》和国际标准项下职责的义务，其中包括《条例》第 23.3 条规定的义务，即签约方有义务投入足够多的资源，以及在适当情况下获得政府和其他公共主管部门的支持，以实现和保持对条例的遵守；或者

- 8.4.3.2** 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 *Delegated Third Party* (such as a Sample Collection Authority to whom the *Signatory* has assigned the task of collecting *Samples*; or a local organizing committee to which a *Major Event Organization* has assigned the task of running its Anti-Doping Program at the *Event* in question).

[Comment to Article 8.4.3.2: 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.]

- 8.4.4** Where the CRC considers that the *Signatory* has failed without valid reason to correct the *Non-Conformity/ies* in question or to respond to a Mandatory Information Request or Code Compliance Questionnaire satisfactorily within the specified timeframe, the CRC will provide to WADA's Executive Committee a report of the relevant facts and an explanation of why, based on those facts, the CRC recommends that the *Signatory* be sent a formal notice alleging that it is non-compliant with the requirements of the *Code* and/or the *International Standards*. The report will also categorize the requirements in question as *Critical*, *High Priority*, or *General*, identify any *Aggravating Factors*, recommend in accordance with Article 10 that particular Signatory Consequences be proposed in the formal notice for such non-compliance, and recommend in accordance with Article 11 the conditions that the formal notice should propose the *Signatory* be required to satisfy in order to be *Reinstated*.
- 8.4.5** 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 (4) 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 8.4.4 shall be sent to the *Signatory* upon expiry of that timeframe (without the need for a further decision by WADA's Executive Committee) if the CRC considers that the *Non-Conformities* have not been corrected in full by then.

8.4.3.2 签约方将履行其在《条例》和 / 或国际标准项下的部分或全部义务的责任委托给第三方（例如签约方将样本采集的任务委托给某样本采集机构，或者重大赛事组织机构将其承担的在相关赛事中开展反兴奋剂工作的任务委托给当地组委会）。

[第 8.4.3.2 条释义：正如 CAS 裁决俄罗斯残奥委会诉国际残奥委会一案，（CAS 2016/A/4745）（a）一个有义务在其职权范围内强制实施《条例》的机构应对任何不遵守条例的行为承担全部责任，即使这些行为是由它依赖但不受其控制的其他机构的行为造成的；并且（b）正如运动员不能通过将其应履行的反兴奋剂义务转嫁他人，以此逃避兴奋剂违规后果一样，签约方遵守《条例》和国际标准的义务也是绝对且不可转让的。签约方有权决定如何履行该义务，包括有权在其认为合适的情况下将某些任务分配给适当的第三方，但签约方仍对遵守《条例》和国际标准承担全部责任，并对任何此类第三方所致的任何未能遵守《条例》和国际标准的情况承担全部责任。]

- 8.4.4** 如果 CRC 认为签约方没有正当理由不在规定的期限内整改不符合项，反馈强制信息要求文件或条例遵守调查问卷，CRC 将向 WADA 执委会提交一份相关事实的报告，并基于这些事实说明 CRC 之所以建议 WADA 执委会向签约方发出正式通知声明其未遵守《条例》和 / 或国际标准所述要求的原因。该报告还将把未达标要求归类为“核心要求”、“重要要求”或“一般要求”，确定任何加重处罚情节，根据第 10 条就签约方出现此类未遵守条例的情况应向签约方施加的后果提出建议，并根据第 11 条就签约方要恢复资格需满足的条件提出建议。
- 8.4.5** 或者，如果签约方提供了整改计划，说明了签约方为在 4 个月内整改不符合项将采取的方法，且该计划令 CRC 满意，则 CRC 可建议 WADA 执委会做出下列决定：（a）给予签约方该时段（从执委会做出决定之日开始计算）整改不符合项；以及（b）如果 CRC 认为签约方未在该期限内整改完毕不符合项，则 WADA 执委会无需做出进一步决定，可在规定的整改时间到期时直接向签约方发送第 8.4.4 条所述的正式通知。

8.4.6 In either case, in applying the principles set out in Article 10, the CRC will assess and consider in making its recommendation the potential impact on third parties, including in particular *Athletes*, of any Signatory Consequences proposed. WADA Management will be responsible for ensuring that the CRC is fully informed of this potential impact.

8.5 Fast Track Procedure

8.5.1 Unless otherwise specified, 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*.

8.5.2 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.

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

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

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

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

- a) 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 8.3 and/or 8.4.

8.4.6 无论以上哪种情况，在适用第 10 条所述规定时，CRC 将在做出建议时评估并考虑拟向签约方施加的后果对第三方（特别是对运动员）的潜在影响。WADA 管理层将负责确保 CRC 充分了解这样的潜在影响。

8.5 快速处理程序

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 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，但缩短相应期限；如果签约方未能在缩短的期限内整改不符合项，则将该案件提交给 CRC。

8.5.3 在这样的情况下，WADA 管理层应给予签约方机会，允许其在指定的期限内对明显的不符合项进行说明，并应在这一期限内就签约方提供的任何说明与 CRC 沟通。

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

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 经过审议，如果 CRC 认为不需启动快速处理程序，则其可以建议：

（a）签约方接受条例遵守评审；并且 / 或者

（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).
- 8.5.4.4** 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.

9.0 Confirming Non-Compliance and Imposing Signatory Consequences

9.1 CRC Recommendation

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

9.2 Consideration by WADA's Executive Committee

- 9.2.1** At its next meeting in person, or else (if the CRC so recommends) by teleconference or by circular email communication, WADA's Executive Committee will decide whether to accept the CRC's recommendation. The CRC's recommendation and the decision of WADA's Executive Committee in respect of that recommendation shall be made public (e.g., by publication of the minutes of WADA's Executive Committee's deliberations on the matter) no more than fourteen (14) days after WADA's Executive Committee makes its decision.

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时向签约方施加的后果（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 认为应紧急向签约方施加的后果），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 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。

9.0 确认签约方未遵守条例并向签约方施加后果

9.1 CRC 的建议

9.1.1 第 8.4 条和第 8.5 条规定了 CRC 可以建议 WADA 向签约方发送正式通知的情形。正式通知中应指明其未遵守《条例》和 / 或国际标准的要求，将未达标要求分为“核心要求”、“重要要求”或“一般要求”，确定 WADA 声明的任何加重处罚情节（在涉及违反“核心要求”的案件中），明确签约方出现此种不遵守条例的情况时应向签约方施加的后果（根据第 10 条之规定），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）。

9.2 WADA 执委会的审议

9.2.1 WADA 执委会将召开现场会议，或者（经 CRC 建议）通过电话会议或电子邮件决定是否接受 CRC 的建议。CRC 的建议和 WADA 执委会关于该等建议的决定应在 WADA 执委会做出决定后不迟于 14 天公示（例如公布 WADA 执委会关于该事项讨论的会议纪要）。

- 9.2.2 If WADA's Executive Committee does not accept all or any part of the CRC's recommendation, it shall not substitute its own decision but instead shall remit 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.
- 9.2.3 Where WADA's Executive Committee decides to accept the CRC's recommendation to issue a formal notice of non-compliance to a *Signatory* (whether immediately, or automatically upon expiry of the timeframe specified in accordance with Article 8.4.5, if the CRC concludes that the *Non-Conformities* have still not been corrected by then), WADA shall issue such formal notice to the *Signatory*, setting out the matters referenced at Article 9.1.1. The process thereafter is set out in flow chart format in Figure Two (Article 5 above).
- 9.2.4 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 publicizing of the notice, such as by publicly reporting it on their own websites.

9.3 Acceptance by the *Signatory*

- 9.3.1 The *Signatory* will have twenty-one (21) 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 *Code* Article 24.1.5, if the *Signatory* does not communicate such dispute in writing to WADA within twenty-one (21) 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 9.3.2) with immediate effect in accordance with *Code* Article 24.1.9. This outcome will be publicly reported by WADA.
- 9.3.1.1 If, alternatively, the *Signatory* purports to correct the non-compliance in full within twenty-one (21) days of receipt of the formal notice, WADA Management will refer the matter to the CRC. If the CRC is satisfied that the non-compliance has been corrected in full, it will recommend to WADA's Executive Committee that the formal notice be withdrawn. If the CRC is not satisfied that the non-compliance has been corrected in full, WADA will re-send the formal notice (amended if

- 9.2.2** 如果 WADA 执委会不认可 CRC 的全部或部分建议，则执委会不能以自己的决定取代 CRC 的建议，而应将此事反馈至 CRC，由 CRC 进一步审议后再做决定(例如修改其建议后再发送至 WADA 执委会)。如果 CRC 的第二次建议仍不能得到 WADA 执委会认可，WADA 执委会可将此事再次反馈至 CRC，或就此事做出其认为适当的决定。
- 9.2.3** 如果 WADA 执委会决定接受 CRC 关于正式通知签约方其未遵守条例情况的提议（可能是立即发通知，也可能是在第 8.4.5 条规定的整改时间到期时，CRC 得出不符合项仍未整改的结论后再发通知），WADA 应向签约方发出该等正式通知，并列明第 9.1.1 条提及的事项。此后的流程在图二中列出（见第 5 条）。
- 9.2.4** 如果正式通知中提出的向签约方施加的后果可能影响签约方出席 / 参加奥运会或残奥会，WADA 应将该通知正式抄送国际奥委会和 / 或国际残奥委会（如适用）。签约方收到通知后，该正式通知（或其摘要）也应在 WADA 网站上公开报道，并发送至 WADA 的利益相关方。WADA 的利益相关方可以协助公布该通知，比如在各自网站上公开报道。

9.3 签约方的接受

- 9.3.1** 自收到正式通知之日起，签约方将有 21 天的时间对通知中 WADA 提出的有关未遵守条例的情况和 / 或向签约方施加的后果和 / 或恢复资格条件的陈述提出异议。根据《条例》第 24.1.5 条，如果签约方未在 21 天内（或在 WADA 认可的延长期限内）以书面形式就此等争议与 WADA 进行沟通，则将视为认可 WADA 的判断，并接受 WADA 提出的后果和恢复资格的条件。该通知将自动成为强制执行力的最终决定（见第 9.3.2 条），并根据《条例》第 24.1.9 条立即生效。这一结果将由 WADA 公布。
- 9.3.1.1** 如果签约方声称在收到正式通知后的 21 天内已对未遵守条例的部分进行全面整改，WADA 管理层会将此事项提交 CRC。如果 CRC 对签约方全面整改的情况感到满意，则将建议 WADA 执委会撤回正式通知。如果 CRC 对签约方的整改情况不满意，WADA 将重新向签约方发送正式通知（如有

necessary, at the direction of the CRC) to the *Signatory*, giving it another twenty-one (21) days from the date of receipt of the notice either to dispute or to accept the contents of the notice.

- 9.3.2** WADA will publicly report the decision referred to in Article 9.3.1 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 (21) 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 (3) 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 *Code* Article 24.1 or from the general *CAS* list of arbitrators, as each sees fit, and those two (2) arbitrators shall together choose a third arbitrator from the former list to act as President of the *CAS* Panel. If they cannot agree within three (3) days, the President of the *CAS* Appeal Arbitration Division will choose the President of the *CAS* Panel from the former list. Cases shall be completed expeditiously and (save in exceptional circumstances) the reasoned decision shall be issued no later than three (3) months after the date of appointment of the *CAS* Panel. That decision shall be publicly reported by *CAS* and the parties.

9.4 Determination by CAS

- 9.4.1** If the *Signatory* disputes the alleged non-compliance and/or the proposed *Signatory Consequences* and/or the proposed *Reinstatement* conditions, then (in accordance with *Code* Article 24.1.6) it must notify WADA in writing within twenty-one (21) 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 (3) arbitrators. WADA and the *Signatory* shall each nominate an arbitrator to sit on the *CAS* Panel either

必要，根据 CRC 的指示修改通知内容后再次发送），签约方可在自收到通知之日起 21 天内提出异议或认可通知内容。

9.3.2 WADA 将在其网站上公布第 9.3.1 条所述决定。签约方若对 WADA 的通知有异议，可将其上诉至 CAS；《条例》第 24.1.7 条规定的有权介入 CAS 诉讼程序的任何一方有权在 WADA 在其网站上发布其决定后的 21 天内向 CAS 提出上诉。上诉应由 CAS 上诉仲裁庭根据 CAS 的《体育仲裁规则》和本国际标准予以解决（如果两者之间有冲突，以后者为准），诉讼程序受瑞士法律管辖。仲裁地点和听证会地点应设于瑞士洛桑。除非双方另有约定，诉讼将以英语进行，由 3 名仲裁员组成 CAS 仲裁小组，负责审理和裁决争议。WADA 和签约方应各自提名 1 位仲裁员出任仲裁小组仲裁员，该仲裁员或从 CAS 特别指定的、受理依据《条例》第 24.1 条产生的案件的仲裁员名单中选择，或从 CAS 一般仲裁员名单中选择，双方可根据自身意愿而定；且这 2 名仲裁员应共同从前一名单（即专门受理《条例》第 24.1 条产生的案件的仲裁员名单）中选择 1 名仲裁员担任仲裁小组主席。如果他们在 3 天内不能就此达成一致，则 CAS 上诉仲裁庭主席将从前一名单中选出 CAS 仲裁小组主席。案件应尽快审理完结，并且（除特殊情况外）应在任命 CAS 仲裁小组之后 3 个月内做出合理的裁决。仲裁结果应由 CAS 和各相关方公布。

9.4 CAS 的决定

9.4.1 如果签约方对 WADA 提出的未遵守条例的情况和 / 或向签约方施加的后果和 / 或恢复资格的条件有异议，则（根据《条例》第 24.1.6 条）签约方必须在收到 WADA 通知后 21 天内书面通知 WADA。WADA 应随后就此争议向 CAS 提交正式通知，由 CAS 普通仲裁庭根据 CAS 的《体育仲裁规则》和本国际标准予以解决（如果两者之间有冲突，以后者为准），诉讼程序受瑞士法律管辖。仲裁地点和任何听证会场所应为瑞士洛桑。除非双方另有约定，诉讼将以英语进行，由 3 名仲裁员组成 CAS 仲裁小组，负责审理和裁决争议。WADA 和签约方应各自提名 1 位仲裁员出任仲裁小组仲裁员，该仲裁员或从 CAS 特别指定的、受理依据《条例》第 24.1 条产生的案件的仲裁员

from the list of arbitrators specifically designated by CAS for cases arising under *Code* Article 24.1 or from the general CAS list of arbitrators, as each sees fit, and those two (2) arbitrators shall together choose a third arbitrator from the former list to act as the President of the CAS Panel. If they cannot agree within three (3) days, the President of the CAS Ordinary Arbitration Division will choose the President of the CAS Panel from the former list. Third parties may intervene or apply to intervene (as applicable) as set out in *Code* Article 24.1.7. Cases shall be completed expeditiously and (save in exceptional circumstances) the reasoned decision shall be issued no later than three (3) months after the date of appointment of the CAS Panel. That decision shall be publicly reported by CAS and the parties.

- 9.4.2** If the *Signatory* has disputed WADA's allegation that the *Signatory* is non-compliant with the *Code* and/or the *International Standards*, WADA shall have the burden of proving, on the balance of probabilities, that the *Signatory* is non-compliant as alleged. If 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 10, what *Signatory Consequences* should be imposed and/or, by reference to the provisions of Article 11, what conditions the *Signatory* should be required to satisfy in order to be *Reinstated*.
- 9.4.3** Consistent with the principle of 'last resort', in any case (including not only ordinary but also fast track cases), if a *Signatory* does not meet the required timeframes for correcting *Non-Conformities*, and therefore the case is referred to the CRC, if the *Signatory* corrects the *Non-Conformities* to the satisfaction of the CRC at any time before *Signatory Consequences* are imposed by CAS, then it will avoid any such *Signatory 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 case *Signatory Consequences* may be imposed to reflect that prejudice).
- 9.4.4** No *Signatory Consequences* will come into effect unless and until CAS so orders. In urgent cases, however, and where necessary (for example) to preserve the integrity of an *Event*, WADA may ask CAS to issue interim measures on a provisional basis. 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.

名单中选择，或从 CAS 一般仲裁员名单中选择，双方可根据自身意愿而定；且这 2 名仲裁员应共同从前一名单（即专门受理《条例》第 24.1 条产生的案件的仲裁员名单）中选择 1 名仲裁员担任仲裁小组主席。如果他们在 3 天内不能就此达成一致，则 CAS 一般仲裁庭主席将从前一名单中选出 CAS 仲裁小组主席。《条例》第 24.1.7 条中规定的第三方可介入或申请介入（如适用）。案件应尽快审理完结，并且（除特殊情况外）应在任命 CAS 仲裁小组之后 3 个月内做出合理的裁决。仲裁结果应由 CAS 和各相关方公布。

- 9.4.2** 如果签约方对 WADA 关于签约方未遵守《条例》和 / 或国际标准的陈述提出异议，WADA 有责任根据盖然性权衡原则证明签约方确实出现了 WADA 所述的未遵守条例的情况。如果 CAS 仲裁小组认定 WADA 能够证明这一点，且如果签约方也对 WADA 提出的向签约方施加的后果和 / 或恢复资格的条件提出了异议，则 CAS 仲裁小组也将参照第 10 条之规定继续考虑应向签约方施加的后果，和 / 或参照第 11 条之规定考虑签约方为恢复资格应满足的条件。
- 9.4.3** 在诉诸最后手段时，在任何案件中（包括普通案件和快速审理案件），即使由于签约方未能在规定的期限内整改不符合项，导致此案件已提交至 CAS 处理，只要签约方在 CAS 向签约方施加后果之前的任何时间整改了不符合项，且整改结果让 CAS 满意，则不向其施加该后果。但若在 CAS 处理该案件之前，在追查案件的过程中已发生了费用，则签约方必须负担这些费用；和 / 或若签约方由于之前没有在规定期限内整改不符合项，产生了不可弥补的损害，则为反映这种损害，可能会向签约方施加的后果。
- 9.4.4** 向签约方施加的后果只有在 CAS 做出裁决后才生效。然而，在紧急情况下，及（例如）在必要时，为维护赛事的诚信，WADA 可请求 CAS 采取临时措施。在这种情况下，《条例》第 24.1.7 条规定的任何有权进行干预的第三方只要可能受到这些措施的影响，均有权就临时措施的实施发表意见。如果临时措施获得批准，则签约方无权对此提出上诉，但有权要求就案件实体部分进行快速听证；如果临时措施未获批准，则 CAS 可发布指令，就案件的实体部分举行紧急听证会。

9.4.4.1 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 a 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 Arbitration Division*.

9.5 Recognition and Enforcement by Other Signatories

9.5.1 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 9.2.3, 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 full effect by all other *Signatories* in accordance with their authority and within their respective spheres of responsibility.

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

9.6 Disputes about Reinstatement

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

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

9.4.4.1 如有必要（如，为了避免证据被销毁的风险），WADA 也可以在向 WADA 执委会提交此事项或向签约方发出正式的争议通知之前，单方面提出采取临时措施的要求。在这种情况下，如果临时措施获得批准，签约方有权针对这些临时措施向 CAS 上诉仲裁庭提出上诉。

9.5 其他签约方的承认与执行

9.5.1 一旦关于签约方未遵守条例的决定成为最终决定（或是签约方没有对 WADA 根据第 9.2.3 条发出的正式通知的内容提出异议，或是签约方提出了异议，但 CAS 做出了不利于签约方的裁决），根据《条例》第 24.1.9 条，该决定应在世界范围内适用，所有其他签约方应承认并尊重该决定，并依据各自职权，在各自的责任范围内赋予其完全效力。

9.5.2 签约方应确保其拥有根据其章程、规则和法规应有的职权，从而保证及时遵守本条要求。

9.6 关于恢复资格的争议

9.6.1 如果 WADA 认为签约方尚未满足恢复资格的条件，因此无法恢复其资格，而签约方对这一陈述提出异议，则签约方必须在收到 WADA 的陈述后的 21 天内以书面形式通知 WADA（见《条例》第 24.1.10 条）。WADA 应随后向 CAS 提交正式的争议通知，该争议将由 CAS 普通仲裁庭根据《条例》第 24.1.6 条至第 24.1.8 条和本国际标准第 9 条予以解决。

9.6.2 9.6.2 WADA 有责任根据盖然性权衡原则证明签约方尚未满足恢复其资格的条件，因而还无法恢复其资格。如果先前 CAS 仲裁小组已根据《条例》第 24.1.6 条审理过这一案件，那么如果可能，应由原 CAS 仲裁小组来审理和裁决这一新的争议。

10.0 Determining Signatory Consequences

10.1 Potential Signatory Consequences

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

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

- 10.2.1 The Signatory Consequences applied in a particular case shall 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. Where the case involves more than one category of non-compliance, the Signatory Consequences imposed shall be based on the gravest category of non-compliance. In terms of the degree of fault of the *Signatory*, the obligation to comply is absolute, and so any alleged lack of intent or other fault is not a mitigating factor, but any fault or negligence on the part of a *Signatory* may impact the Signatory Consequences imposed.
- 10.2.2 If there are *Aggravating Factors* in a particular case, that case shall attract significantly greater Signatory Consequences than a case where there are no *Aggravating Factors*. On the other hand, if a case includes extenuating circumstances, that may warrant the imposition of lesser Signatory Consequences.
- 10.2.3 Signatory Consequences shall be applied without improper discrimination between different categories of *Signatories*. In particular, given that International Federations and *National Anti-Doping Organizations* have equally important roles in fighting doping in sport, they should be treated the same (*mutatis mutandis*) when it comes to imposing Signatory Consequences for non-compliance with their respective obligations under the *Code* and the *International Standards*.
- 10.2.4 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.

10.0 确定向签约方施加的后果

10.1 可能向签约方施加的后果

10.1.1 《条例》第 24.1.12 条中规定了基于第 10.2 条所述原则，根据当前案件的具体事实和情况，因签约方的不符合项可能单独或累计对签约方施加的后果。

10.2 在具体案件中向签约方施加后果的相关原则

10.2.1 在具体案件中，向签约方施加的后果应能反映出签约方未遵守条例情况的性质和严重性，同时要考虑到签约方的过错程度以及此种未遵守条例的情形对纯洁体育的潜在影响。现将《条例》和国际标准中的不同要求（按重要性升序排序）归类为“一般要求”、“重要要求”和“核心要求”（详见附件 A），以此为评估签约方未遵守条例对纯洁体育的潜在影响提供指导。如果案件涉及多个类别未遵守条例的情况，则向签约方施加后果时，应以最严重的未遵守类别作为依据。就签约方的过错程度而言，由于遵守条例是签约方的绝对义务，因此任何声称签约方缺乏动机或出于其他过错的说法都不是减轻后果因素，但签约方的任何过错或疏忽都可能会对向签约方施加的后果产生影响。

10.2.2 如果在具体案件中存在加重处罚情节，那么与不存在加重处罚情节的案件相比，在该案件中应向签约方施加更严重的后果。另一方面，如果案件中包含情有可原的情况，则可能以此为依据，向签约方施加较轻的后果。

10.2.3 向不同类别的签约方施加后果时不能区别对待。特别是，在体育运动的反兴奋剂斗争中，国际单项体育联合会和国家反兴奋剂组织具有同等重要的作用，因此当二者在履行《条例》和国际标准项下义务的过程中出现未遵守条例的情况，从而向签约方施加后果时，二者应得到平等对待（根据实际情况做适当变动）。

10.2.4 在具体案件中，向签约方施加的后果应尽可能实现《条例》所述目标。特别是，这些后果应足以激励当时的签约方完全遵守条例，对其不遵守条例的行为进行惩罚，对当事签约方和 / 或其他签约方起到威慑作用，使他们不敢出现进一步的不遵守行为，并激励所有签约方确保其实现并始终保持对条例完全且及时的遵守。

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

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

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

10.2.5 最重要的是，向签约方施加的后果应足以维持运动员、其他利益相关方以及广大公众对 WADA 及其来自公共主管部门和体育组织的合作伙伴的承诺的信心，WADA 及其合作伙伴承诺采取必要措施捍卫体育运动的诚信，抵抗兴奋剂带来的危害。这是最重要和最基本的、高于一切的目标。

[第 10.2.4 条和第 10.2.5 条释义：正如 CAS 裁决俄罗斯奥委会诉国际田联一案（CAS 2016/O/4684），以及 CAS 裁决俄罗斯残奥委会诉国际残奥委会一案（CAS 2016/A/4745），如果某一签约方未能开展遵守条例的反兴奋剂工作，那么为恢复诚信的竞赛环境，为使向签约方施加的处罚发挥其意义，在签约方的影响范围内引发行改变，并为保持公众对国际赛事诚信的信心，有必要禁止隶属于该签约方的运动员和运动员辅助人员和 / 或其代表参与这些国际赛事（在这种情况下，这种做法也是合法且合适的）。]

10.2.6 向签约方施加的后果不应超出实现《条例》目标所必要的范围。尤其是当后果是禁止运动员和 / 或运动员辅助人员参加一项或多项赛事时，应当考虑其他相关签约方是否能建立并实施一种从逻辑上、实践上及在其他方面都可行的机制，使那些隶属于未遵守条例的签约方的运动员和 / 或运动员辅助人员能够证明他们没有受到该签约方未遵守条例的影响。如果是这样，且如果允许他们以中立身份（即不代表任何国家）参加赛事并不会导致已经向签约方施加的后果效果不佳，或对与其竞争的对手不公平，或损害公众对赛事诚信的信心（例如，因为运动员已经在足够长的时段内接受了足够的检查），或损害公众对 WADA 及其利益相关方采取一切必要措施抵抗兴奋剂以捍卫体育诚信之信心，那么在 WADA 的控制和 / 或批准下，可以实施这种机制，从而确保处理不同案件的妥善性和一致性。

[第 10.2.6 条释义：以国际田联竞赛规则第 22.1A 条为例，如俄罗斯奥委会诉国际田联一案（CAS 2016/O/4684）中讨论的那样，该规则使得隶属于成员资格遭到暂停的国家单项体育协会的运动员能够申请特殊资格，作为“中立”运动员参加国际比赛，前提是这些运动员能够证明他们所属的国家单项体育协会未能实施反兴奋剂规则而被暂停成员资格没有对他们产生任何影响，因为该运动员在足够长的时间内接受了其他非常完善的反兴奋剂系统的检查，因此在诚信方面有实质性的、客观的保障。特别是，运动员必须证明他或她在赛内或赛外都接受了完全遵守条例的检查，而这种检查在质量上与其国际比赛的竞争对手在相关时间段内接受的检查是相等的。]

- 10.2.7 The Signatory Consequences applied should include cessation of the *Signatory's* non-compliant *Anti-Doping Activities* where necessary to maintain confidence in the integrity of sport but should be designed to ensure as far as practicable that there is no gap in the protection offered to clean *Athletes* while the *Signatory* is working to satisfy the *Reinstatement* conditions. Depending on the circumstances of the particular case, this may involve *Supervision* and/or *Takeover* of some or all of the *Signatory's Anti-Doping Activities*. Where the circumstances warrant, however, the *Signatory* may be permitted to continue to conduct some or all *Anti-Doping Activities* (e.g., *Education*) pending *Reinstatement*, provided this can be done without endangering clean sport. In such circumstances, *Special Monitoring* of the activities in question may be warranted.
- 10.2.8 Unless specified otherwise, all Signatory Consequences shall remain in effect until the *Signatory* is *Reinstated*.
- 10.2.9 The decision imposing the original Signatory Consequences (whether that decision is the *WADA* proposal that is accepted by the *Signatory* or the *CAS* decision if the *WADA* proposal is disputed by the *Signatory*) may specify that the Signatory Consequences shall increase in the event that the *Signatory* does not satisfy all of the *Reinstatement* conditions by a set deadline.
- 10.2.10 Applying the principles set out above, Annex B identifies the range of graded and proportionate Signatory Consequences that shall *prima facie* apply in cases involving non-compliance with *Critical* requirements or only *High Priority* requirements or only *General* requirements. The intention behind Annex B is to promote predictability and consistency in the imposition of Signatory Consequences across all cases. However, there shall be flexibility to vary within or even to depart from this range in a particular case, where the application of the principles set out above to the specific facts and circumstances of that case so warrant. In particular, the greater the degree of non-compliance (i.e., the more requirements with which the *Signatory* has failed to comply, and the more important those requirements are to clean sport), the greater the Signatory Consequences should be.

11.0 Reinstatement

11.1 Objective

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

- 10.2.7** 向签约方施加的后果应包括在必要时暂停签约方不遵守条例的反兴奋剂活动，让公众对体育的诚信保持信心。但在制定适用的向签约方施加的后果时应尽可能切合实际，确保使签约方努力达到恢复资格条件的同时，也为干净运动员提供没有漏洞的保护。根据具体情况，可能涉及第三方监督和 / 或接管签约方的部分或全部反兴奋剂活动。但在条件允许的情况下，可以允许签约方在其资格未恢复期间，在不危及纯洁体育的前提下继续进行部分或全部反兴奋剂活动（例如教育）。在此等情形中，应允许对相关活动进行特别监督。
- 10.2.8** 除非另有规定，所有向签约方施加的后果应持续生效，直至签约方恢复资格为止。
- 10.2.9** 在最初向签约方施加后果时（无论该后果决定是由 WADA 提出且签约方接受的，还是由 WADA 提出，但因签约方有异议而由 CAS 裁定的）可以规定，如果签约方在规定的期限内未满足所有恢复资格的条件，向签约方施加的后果将继续增加。
- 10.2.10** 在应用上述原则，就案件中未遵守条例的情况初步向签约方施加后果时，对应签约方不符合的是核心要求或重要要求或仅是一般要求，附件 B 确定了相应的分级和成比例的后果范围。确定后果范围意在增强后果措施的可预测性和一致性，但是在某一特定案件中，当将上述原则运用于该案件的具体事实和具体情况时，向签约方施加的后果可在这一范围内灵活变化，甚至可以偏离这一范围。尤其是当未遵守条例的程度越严重（签约方未遵守的要求越多，这些要求对实现纯洁体育越重要，签约方未遵守条例的程度就越严重），向签约方施加的后果力度就应该越大。

11.0 恢复资格

11.1 目标

- 11.1.1** 一旦判定某签约方未遵守条例，目标就是帮助该签约方尽快恢复资格，同时确保该签约方采取的整改措施能使其长期遵守条例。

- 11.1.2 While WADA Management shall seek to guide the *Signatory* in its efforts to satisfy the *Reinstatement* conditions as quickly as is reasonably practicable, that objective shall not be allowed to compromise the integrity of the process and/or of the eventual outcome.

11.2 *Reinstatement Conditions*

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

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

11.2.1.2 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. 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 8) 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;

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

11.2.1.4 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);

11.1.2 虽然 WADA 管理层应设法指导签约方在合理并可行的范围内尽快满足恢复资格的条件，但该目标不得损害过程和 / 或最终结果的完整性。

11.2 恢复资格的条件

11.2.1 根据《条例》第 24.1.4 条，发送至签约方的正式通知中，WADA 除了列明签约方不遵守条例的情况以及建议向签约方施加的后果，还应明确说明其建议的、签约方为恢复资格必须满足的条件，具体如下：

11.2.1.1 所有导致签约方未遵守条例的情况必须已全面整改；

11.2.1.2 签约方必须证明其已做好准备，愿意并且能够遵守其在《条例》和国际标准项下的所有义务，包括（但不限于）不受外界不当干扰，独立开展所有的反兴奋剂活动。如果在宣布签约方存在未遵守条例的情况之后和其恢复资格之前，又发现了其他不符合项，WADA 将发布一份新的整改报告来处理这些不符合项，新的不符合项遵循正常的整改过程和期限（见第 8 条）。当签约方改正了与核心或重要要求相关的所有新不符合项之后，方可恢复资格；

11.2.1.3 签约方必须完全尊重和遵守所有向签约方施加的后果；

11.2.1.4 应 WADA 的要求，签约方必须全额支付下列费用和开支：

a) WADA 为确定签约方未遵守条例的情况，在进行特别监督活动（即 WADA 常规监督活动之外的活动）时合理发生的任何具体费用和开支（如，WADA 情报和调查部为发现此等未遵守条例的情况而展开特定调查的费用）；

- 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

11.2.1.5 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.

11.2.2 Within twenty-one (21) 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.

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

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

11.3 The *Reinstatement* Process

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

b) 自对签约方未遵守条例的最终决定形成之日起，至签约方恢复资格之日止，由 WADA 和 / 或经批准的第三方合理产生的费用和开支，包括（但不限于）向签约方施加后果的过程中合理发生的费用和开支（包括与特别监督、第三方监督和接管相关的费用和用来监督签约方是否遵守后果的费用），以及在对签约方为满足恢复资格条件所做工作进行评估时合理发生的费用和开支；

11.2.1.5 签约方必须满足 WADA 执委会根据 CRC 提出的建议，基于案件的特定事实和具体情况可能指定的任何其他条件。

11.2.2 收到根据《条例》第 24.1.4 条之规定所发通知后 21 天内，签约方可根据《条例》第 24.1.6 条就 WADA 提出的恢复资格条件提出异议。WADA 根据《条例》第 24.1.6 条将此案提交至 CAS 普通仲裁庭，CAS 将判定 WADA 提出的所有恢复资格条件是否必要且合适。

11.2.3 除了由 CAS 发布的任何相反的决定，为了合乎恢复资格的条件，未能遵守条例的签约方必须证明（不仅通过其自身的努力，如有必要也通过获得公共主管部门和 / 或其他相关方的支持和援助）其已满足了 WADA 规定的恢复资格所要求的每一项条件。

11.2.4 WADA（和 / 或 CAS）可就第 11.2.1.4 条规定的费用和开支制定一个分期付款计划。在此类情况中，如果签约方完全依照分期付款计划支付款项，一旦该签约方达到了所有其他恢复资格条件，即使在恢复资格之日后还有分期付款应予支付，其资格仍可恢复。但签约方仍有责任在其恢复资格后支付所有剩余的分期款项。如果未能做到这一点，将被视为新的未达到重要要求的不符合项。

11.3 恢复资格的程序

11.3.1 WADA 管理层将监督签约方为满足恢复资格条件所做的工作，并将定期向 CRC 报告签约方的整改进展。WADA 也可以通过条例遵守评审或使用其他监督工具来协助其监督工作。

- 11.3.2 Where a *Signatory's* right to conduct some or all *Anti-Doping Activities* has been withdrawn, the CRC may recommend to WADA's Executive Committee that the *Signatory* be given back the right to conduct certain of those *Anti-Doping Activities* (under *Special Monitoring* and/or *Supervision* by an *Approved Third Party*) prior to full *Reinstatement*. This recommendation will only be made where the CRC agrees with WADA Management that the *Signatory's* corrective efforts to date mean it is in a position to implement such *Anti-Doping Activities* itself in a compliant manner.
- 11.3.3 Once WADA Management considers that the *Signatory* has met all of the *Reinstatement* conditions, it will inform the CRC accordingly.
- 11.3.4 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*.
- 11.3.5 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 to CAS as provided in Article 9.6.
- 11.3.6 Only WADA's Executive Committee has the authority to *Reinstate* a *Signatory* that has been declared non-compliant.
- 11.3.7 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.
- 11.3.8 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*.

12.0 Transitional Provisions

12.1 Proceedings Pending as of 1 January 2021

- 12.1.1 Where a Corrective Action Report has been sent and/or a non-compliance procedure has been commenced prior to 1 January 2021, but remains pending after 1 January 2021, any procedural changes introduced by the revised version of this *International Standard* approved on 7 November 2019 will apply to that pending Corrective Action Report and/or non-compliance procedure, but any substantive changes introduced will not apply unless they are to the benefit of the *Signatory* in question.

- 11.3.2 如果某一签约方开展部分或全部反兴奋剂活动的权利被撤销，在其完全恢复资格之前，如果 CRC 与 WADA 管理层一致认为该签约方迄今为止的整改工作表明其正在以遵守条例的方式开展反兴奋剂活动，则 CRC 可向 WADA 执委会建议（在特别监督和 / 或经批准的第三方监督下）恢复该签约方开展某些反兴奋剂活动的权利。
- 11.3.3 一旦 WADA 管理层认为签约方满足了所有恢复资格的条件，应就此通知 CRC。
- 11.3.4 如果 CRC 与 WADA 管理层一致认为签约方已满足所有恢复资格条件，则 CRC 将建议 WADA 执委会确认该签约方恢复资格。
- 11.3.5 根据《条例》第 13.6 条，由 CRC 和 / 或 WADA 执委会做出的、认为签约方尚未满足其恢复资格的全部条件的决定，签约方可以根据第 9.6 条向 CAS 提出上诉。
- 11.3.6 只有 WADA 执委会有权恢复曾被宣布为未遵守条例的签约方的资格。
- 11.3.7 WADA 应公布关于签约方恢复资格的通知。在签约方恢复资格之后，WADA 将在其认为适当的更长的时期内，密切监督签约方的条例遵守情况。
- 11.3.8 当其确认签约方恢复资格之后，WADA 执委会可根据 CRC 建议向签约方施加一些其恢复资格之后必须遵守的特别条件，以证明签约方持续遵守条例。这些条件可包括（但不限于）在签约方恢复资格之后规定的时间内为签约方安排一次条例遵守评审。任何违反这些条件的行为应被视为构成新的不符合项，以处理其他新不符合项的相同方式予以处理。

12.0 过渡条款

12.1 截至 2021 年 1 月 1 日的未决程序

- 12.1.1 如果在 2021 年 1 月 1 日之前已发出整改报告并且 / 或者已启动未遵守条例程序，但在 2021 年 1 月 1 日之后仍然悬而未决，则在 2019 年 11 月 7 日获批准的本国际标准修订版中规定的任何程序变更将适用于该未决的整改报告和 / 或未遵守条例程序；但该国际标准修订版中规定的任何实质性变更将不适用，除非该变更对签约方有利。

ANNEX A: CATEGORIES OF NON-COMPLIANCE

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

A.1. 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* and other *Persons* do not breach the prohibition against participation while *Ineligible* or *Provisionally Suspended*, as described in *Code* Article 10.14.
- b. In cases where it has been determined after a hearing or appeal that an *Athlete* or other *Person* has not committed an anti-doping rule violation, using reasonable efforts to obtain the consent of that *Athlete* or other *Person* to *Publicly Disclose* that decision, in accordance with *Code* Article 14.3.4.
- 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 Information is processed, in accordance with Articles 6 and 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 *Code* Article 18.2 which focuses activities on the Education Pool as described in *Code* Article 18.2.1 and the *International Standard* for *Education*.
- b. The development of intelligence and investigation capabilities, as well as the use of these capabilities to pursue potential anti-doping rule violations, as required by *Code* Article 5.7 and in accordance with Articles 11 and 12 of the *International Standard* for *Testing* and Investigations.

附件 A 签约方未遵守条例的情况分类

《条例》和国际标准对签约方的要求分为三类：“一般要求”、“重要要求”、“核心要求”。分类的标准取决于该类要求在体育运动的反兴奋剂斗争中的相对重要性。本附件中列出了三类要求中每一类的实例，未列出的要求应类比已列举的例子，归入“一般要求”或“重要要求”（即，在体育运动的反兴奋剂斗争中被视为与以下列为“重要要求”的例子同等重要的要求，应归类为“重要要求”等等）。这一归类应首先由 WADA 管理层提出，但签约方有权对此提出异议，CRC 和 WADA 执委会（基于 CRC 的建议）可提出不同意见。如果签约方仍然对此等分类持有异议，最终将由 CAS 做出裁决。

- A.1. 在体育运动的反兴奋剂斗争中，以下要求属于“一般要求”（内容非详尽无遗）：
- a. 建立相关机制，确保运动员和其他当事人如《条例》第 10.14 条所述，在禁赛或临时停赛期间不违反禁止参加比赛或活动的规定。
 - b. 经过听证会或上诉后，如果确定运动员或其他当事人没有违反反兴奋剂规则，则应根据《条例》第 14.3.4 条，尽量合理地争取该运动员或其他当事人的同意，公开披露该决定。
 - c. 建立相关机制，确保当事人能够书面或口头确认其理解《隐私和个人信息保护国际标准》第 6 条和第 7 条中所述有关其个人信息处理的条款。
 - d. 根据《隐私和个人信息保护国际标准》第 4.5 条，在反兴奋剂组织内部指定一名人员，负责使该组织的工作遵守该国际标准以及所有当地适用的隐私和数据保护法。
- A.2. 在体育运动的反兴奋剂斗争中，以下要求属于“重要要求”（内容非详尽无遗）：
- a. 根据《条例》第 18.2 条，制定、公布和实施教育计划，重点针对《条例》第 18.2.1 条和《教育国际标准》所述的教育库开展工作。
 - b. 按照《条例》第 5.7 条所述要求，根据《检查和调查国际标准》第 11 条和第 12 条所述规定，提高情报和调查能力，追查潜在的兴奋剂违规行为。

- c. The implementation of a documented procedure to ensure that *Athletes* (and/or a third party, where the *Athlete* is a *Minor*) are notified that they are required to undergo *Sample* collection in accordance with Article 5.4 of the *International Standard for Testing and Investigations*.
- d. The implementation of the requirements set out in Articles 7.4.5 to 7.4.7 of the *International Standard for Testing and Investigations* for the documentation of the collection of a *Sample* from an *Athlete*.
- e. The implementation of training/accreditation/re-accreditation programs for *Sample Collection Personnel* in accordance with Article 5.3.2 and 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 Articles 5.3.2, G.4.2 and G.4.3 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 and I 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 Articles 8 and 9 of the *International Standard for Testing and Investigations*.
- i. The review of all *Atypical Findings* in accordance with Article 5.2 of the *International Standard for Results Management*.
- 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 anti-doping rule violation and the outcome of that investigation, in accordance with Article 12.3 of the *International Standard for Testing and Investigations* and the *International Standard for Results Management*.
- k. The reporting of all *TUE* decisions into *ADAMS* as soon as possible and in any event within twenty-one (21) days of receipt of the decision, in accordance with *Code* Article 14.5.2 and Article 5.5 of the *International Standard for Therapeutic Use Exemptions*.
- l. The publication of the outcome and required details of all cases within twenty (20) days of the decision being rendered, in accordance with *Code* Article 14.3.
- m. The requirement that an International Federation require as a condition of membership that the policies, rules and programs of its National Federations and other members are in compliance with the *Code* and *International Standards*, and take appropriate action to enforce such compliance, in accordance with *Code* Articles 12 and 20.3.2.
- n. The requirement to pay (i) the costs of a *WADA* investigation, in accordance with Article 11.2.1.4(a); and/or (ii) *Results Management* costs in accordance with *Code* Article 7.1.5.
- o. The requirement on a non-compliant *Signatory* to satisfy any *Signatory Consequences* imposed in accordance with *Code* Article 24.1 that fall to be satisfied post *Reinstatement*, including (without limitation) paying any costs and expenses falling within Article 11.2.1.4 that have been made the subject of an instalment payment plan in accordance with Article 11.2.4.

- c. 根据《检查和调查国际标准》第 5.4 条所述规定，实施有文本记录的通知环节，确保通知运动员和 / 或第三方（在运动员是未成年人的情况下）该运动员必须接受样本采集。
- d. 按照《检查和调查国际标准》第 7.4.5 条至第 7.4.7 条的要求，在对运动员进行样本采集时做好文件记录工作。
- e. 根据《检查和调查国际标准》第 5.3.2 条和附件 G 之规定，对样本采集人员进行培训 / 认证 / 再认证。
- f. 根据《检查和调查国际标准》第 5.3.2 条、G.4.2 条和 G.4.3 条之规定，对样本采集人员的工作实施利益冲突政策。
- g. 按照《检查和调查国际标准》附件 A 至 F 和附件 I 的要求进行样本采集和处理。
- h. 根据《检查和调查国际标准》第 8 条和第 9 条的要求进行样本传送。
- i. 根据《结果管理国际标准》第 5.2 条之规定，对所有非典型性结果进行审查。
- j. 根据《检查和调查国际标准》第 12.3 条和《结果管理国际标准》，在调查结果显示调查对象出现潜在的兴奋剂违规行为时，及时通知 WADA、国际单项体育联合会和国家反兴奋剂组织。
- k. 根据《条例》第 14.5.2 条和《治疗用药豁免国际标准》第 5.5 条，在收到决定后 21 天内尽早在 ADAMS 中报告所有 TUE 的决定。
- l. 根据《条例》第 14.3 条，在做出决定后的 20 天内，公布所有案件的结果和必需细节。
- m. 根据《条例》第 12 条和第 20.3.2 条的规定，国际单项体育联合会要求作为其成员的条件是，各国家单项体育协会和其他成员的政策、规则和规划要遵守《条例》和国际标准，并采取适当措施，在实际工作中遵守条例。
- n. (i) 按照第 11.2.1.4 (a) 条支付 WADA 的调查费用，并且 / 或者 (ii) 按照《条例》第 7.1.5 条的要求支付结果管理费用。
- o. 未遵守条例的签约方完成了根据《条例》第 24.1 条对其施加的后果并得以恢复资格后，应继续遵守相关要求，包括（但不限于）继续支付第 11.2.1.4 条所规定的费用和开支的分期付款（根据第 11.2.4 条，WADA 和 / 或 CAS 可就第 11.2.1.4 条规定的费用和开支制定分期付款计划。因此，签约方有责任在其恢复资格之后支付所有剩余的分期付款）。

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

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

[Comment: To 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.]

- c. The provision of accurate and up to date information for *Athletes* and other *Persons* in accordance with the topics identified in *Code* Article 18.2 and the *International Standard for Education*, where possible by posting it on a conspicuous place on a website.
- d. The development and implementation of an effective, intelligent and proportionate Test Distribution Plan in accordance with *Code* Article 5.4, based on the principles set out in Article 4 of the *International Standard for Testing and Investigations*, including in particular:
 - i. the development and application of a documented Risk Assessment;
 - ii. the implementation of an effective *Out-of-Competition Testing* program, including (if applicable) the establishment and administration of a proportionate *Registered Testing Pool* and one or more complementary *Testing* pools;
 - iii. the implementation of *Testing* that is conducted in compliance with the *Technical Document for Sport Specific Analysis*;
 - iv. No Advance Notice Testing;
 - v. the use of an approved Athlete Passport Management Unit in accordance with Annex C of the *International Standard for Results Management*; and
 - vi. the implementation of an effective program for the *Testing* of *Athletes* prior to their participation in the Olympic Games, the Paralympic Games, and/or other major *Events* (including compliance with Article 4.8.12.5 (a) of the *International Standard for Testing and Investigations*).
- e. The use of Sample Collection Equipment that meets the requirements of Article 6.3.4 of the *International Standard for Testing and Investigations*.
- f. The analysis of all *Samples* in accordance with *Code* Article 6.1.
- g. The timely transportation of *Samples* for analysis in accordance with Article 9.3.2 of the *International Standard for Testing and Investigations*.
- h. The adherence to the procedural requirements applicable to the analysis of B *Samples* (including, without limitation, giving the *Athlete* due notice of and an opportunity to attend at the laboratory the opening and analysis of the B *Sample*) in accordance with *Code* Article 6.7, Article 5.3.4.5.4.8 of the *International Standard for Laboratories*, and Articles 5.1 and 5.2 of the *International Standard for Results Management*.

A.3. 在体育运动的反兴奋剂斗争中，以下要求属于“核心要求”：

- a. 制定规则、法规和 / 或（如有必要）法律，使签约方能够在其责任范围内履行其在《条例》第 23.2 条项下的义务。
- b. 投入充足资源，全面开展遵守《条例》和国际标准的反兴奋剂工作，从而履行签约方在《条例》第 23.3 条项下的义务。

[释义：为确保评估结果的客观公正，不应对本核心要求的执行情况进行单独衡量，而应通过衡量签约方是否达到其他要求做出评价。]

- c. 为运动员和其他当事人提供有关《条例》第 18.2 条和《教育国际标准》中所述主题的准确和最新的信息，并尽可能将其置于网站的显眼位置。
- d. 根据《条例》第 5.4 条的规定，基于《检查和调查国际标准》第 4 条中所述原则，制定并实施有效的、情报为导向的、比例适当的检查计划，特别包括：
 - i. 制定和应用书面化的风险评估；
 - ii. 实施有效的赛外检查工作，包括（如果适用）建立和管理比例适当的注册检查库和一个或多个补充检查库；
 - iii. 按照运动项目特定检查检测技术文件进行检查；
 - iv. 进行事先无通知的检查；
 - v. 根据《结果管理国际标准》附件 C，启用经批准的运动员生物护照评估团队；并且
 - vi. 在运动员参加奥运会、残奥会和 / 或其他重大赛事之前（包括为遵守《检查和调查国际标准》第 4.8.12.5（a）条之规定），对运动员实施有效的赛前检查。
- e. 使用符合《检查和调查国际标准》第 6.3.4 条要求的样本采集器材。
- f. 根据《条例》第 6.1 条对所有样本进行检测。
- g. 根据《检查和调查国际标准》第 9.3.2 条及时传送样本以便进行检测。
- h. 遵循《条例》第 6.7 条、《实验室国际标准》第 5.3.4.5.4.8 条和《结果管理国际标准》第 5.1 和 5.2 条规定的程序要求对 B 瓶样本进行检测（包括但不限于适时通知运动员，并给其机会见证实验室中 B 样本的开启和检测过程）。

- i. The entry of all *Doping Control Forms* into ADAMS within twenty-one (21) days of the date of *Sample* collection, in accordance with *Code* Article 14.5.1 and Article 4.9.1(b) of the *International Standard for Testing and Investigations*.

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

- j. The appointment of a Therapeutic Use Exemption Committee, and a documented process for *Athletes* to apply to that Therapeutic Use Exemption Committee for the grant or the recognition of a *TUE*, in accordance with the requirements of the *International Standard for Therapeutic Use Exemptions*.
- k. The proper and timely pursuit of all Whereabouts Failures and potential anti-doping rule violations in accordance with *Code* Articles 7 and 8, including proper notification in accordance with *Code* Article 7.2 and the *International Standard for Results Management*, and provisions for a fair hearing within a reasonable time by a fair, impartial, and operationally independent hearing panel in accordance with *Code* Article 8.1.
- l. Without prejudice to the generality of Article A.3(k), (i) the requirement in *Code* Article 7.1.5 to conduct *Results Management* in a particular case in accordance with WADA's directions; and (ii) where the *Signatory* does not comply with that requirement, the requirement in *Code* Article 7.1.5 to reimburse the costs and attorney's fees that another *Anti-Doping Organization* designated by WADA incurs in conducting such *Results Management*.
- m. The notification of all relevant *Results Management* activities to WADA and to other *Anti-Doping Organizations* in accordance with *Code* Articles 7.6 and 14 and the *International Standard for Results Management*.
- n. The imposition of mandatory *Provisional Suspensions* in accordance with *Code* Article 7.4.1.
- o. The requirement to report on Code Compliance, in accordance with *Code* Articles 24.1.2 and 24.1.3, including (without limitation) the requirement to respond to a Code Compliance Questionnaire in accordance with Article 7.5, the requirement to respond to a Mandatory Information Request in accordance with Article 7.6, and the requirement to submit to a Compliance Audit in accordance with Article 7.7.
- p. The recognition, implementation, and automatic binding effect of decisions determining anti-doping rule violations that are rendered by other *Signatories*, a national arbitral body (*Code* Article 13.2.2) or CAS, in accordance with *Code* Article 15.1.
- q. The recognition and implementation of final decisions determining that other *Signatories* are non-compliant, imposing consequences for such non-compliance, and/or setting conditions that other *Signatories* have to satisfy in order to be *Reinstated*, rendered in accordance with *Code* Article 24.1.9.
- r. 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.

- i. 根据《条例》第 14.5.1 条和《检查和调查国际标准》第 4.9.1 (b) 条，自样本采集之日起 21 天内，将所有的兴奋剂检查记录单录入 ADAMS。

[释义：“将检查记录单录入 ADAMS 系统”这一要求之所以被归类为核心要求，是因为检查记录单的及时录入对在 ADAMS 中更新运动员生物护照非常重要，这可能会导致系统自动要求对尿样进行同位素质谱 (IRMS) 分析，或在运动员生物护照评估团队对运动员类固醇或血液护照进行审查后，要求对运动员进行目标检查或对样本中最初未进行检测的物质（例如促红细胞生成素）进行追溯性检测。]

- j. 根据《治疗用药豁免国际标准》任命治疗用药豁免委员会，并制定书面程序，以供运动员申请获得和承认 TUE。
- k. 根据《条例》第 7 条和第 8 条，适当、及时地追查所有违反行踪信息管理规定的行为和潜在的兴奋剂违规行为，包括根据《条例》第 7.2 条和《结果管理国际标准》进行适当的通知，并根据《条例》第 8.1 条，在合适的时间由公平公正且独立运作的听证委员会召开公平的听证会。
- l. 在不违背第 A.3 (k) 条总原则的情况下，(i) 根据《条例》第 7.1.5 条的要求，按照 WADA 的指示对具体案例进行结果管理；(ii) 如果签约方未能遵守 (i) 中所述要求，则根据《条例》第 7.1.5 条，报销由 WADA 指定的另一反兴奋剂组织对此进行结果管理所发生的费用和律师费。
- m. 根据《条例》第 7.6 条和第 14 条以及《结果管理国际标准》，向 WADA 和其他反兴奋剂组织通报所有相关的结果管理工作。
- n. 根据《条例》第 7.4.1 条，实施强制性临时停赛。
- o. 根据《条例》第 24.1.2 条和第 24.1.3 条的要求，报告条例遵守情况，包括（但不限于）根据第 7.5 条回复条例遵守调查问卷，根据第 7.6 条回复强制信息要求文件，根据第 7.7 条完成条例遵守评审。
- p. 根据《条例》第 15.1 条，认可并执行其他签约方、国家级上诉机构（见《条例》第 13.2.2 条）或 CAS 做出的确定兴奋剂违规的决定，并使之自动产生约束力。
- q. 根据《条例》第 24.1.9 条，认可并执行关于确定其他签约方未遵守条例，向签约方施加后果和 / 或制定其恢复资格条件的最终决定。
- r. 任何在《条例》或国际标准中尚未列出，但 WADA 执委会认为有必要作为核心要求予以实施的要求。

ANNEX B: SIGNATORY CONSEQUENCES

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

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

B.1. 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 (2) 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 (12) months after the Signatory Consequences set out at Article B.1.1 are imposed (or such other period as WADA – or, if disputed, CAS – may specify), then the following further Signatory Consequences will also apply:

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

附件 B 向签约方施加的后果

附件 B 以分级和按比例的方式初步确定了向签约方施加的后果的范围，该范围将应用到涉及未遵守核心要求（见第 B.3 条）、未遵守重要要求（见第 B.2 条）和仅未遵守一般要求（见第 B.1 条）的案件中。确定后果范围意在增强后果措施在所有案件中应用的可预测性和一致性，但是在某一特定案件中，如果该案件的具体事实和具体情况适用第 10 条所述原则，则向签约方施加的后果可在这一范围内灵活变化，甚至可以偏离这一范围。尤其是当未遵守条例的程度越严重（也就是说签约方未遵守的要求越多，这些要求所属级别越高，签约方未遵守条例的程度就越严重），向签约方施加的后果力度就应越大。如果在某一案件中签约方不仅未遵守一项或多项核心要求，还出现了加重处罚情节，则应对向签约方施加更严重的后果。另一方面，如果案件中包含情有可原的情况，则可能以此为依据，向签约方施加较轻的后果。

在每种情况下，后果起点如下：

B.1. 如果签约方未遵守一项或多项一般要求，但未违反任何重要或核心要求，则向其施加以下后果：

B.1.1. 首先：

- a. 签约方将丧失其 WADA 特权；
- b. 由 WADA 或经批准的第三方协助签约方开展反兴奋剂活动（通过给签约方提供建议和信息、开发资源、制定指南、编写培训材料和/或必要时提供培训项目），费用由签约方承担；包括每年对签约方进行最多 2 次访问，并提前告知签约方需支付的费用，由签约方进行预付；并且
- c. 签约方的部分或全部反兴奋剂活动（具体由 WADA 规定）可能受到 WADA 的特别监督或经批准的第三方监督，费用由签约方承担。

B.1.2. 如果签约方在第 B.1.1 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：

- a. 该签约方部分或所有反兴奋剂活动将受到经批准的第三方的监督，费用由签约方承担；包括每年对签约方进行最多 4 次现场访问，并提前告知签约方需支付的费用，由签约方进行预付；并且
- b. 该签约方的代表将无资格出任任何其他签约方（或其成员）或签约方协会的理事会、委员会或其他机构的成员，直至签约方恢复资格为止。

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

- a. all of the *Signatory's Anti-Doping Activities* will be *Supervised* by an *Approved Third Party*, at the *Signatory's* expense, including up to six (6) site visits a year, with all known costs to be paid in advance (where known);
- b. 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 one (1) year (whichever is longer); and
- c. (if the *Signatory* is an organization outside of the Olympic Movement, not recognized by the International Olympic Committee, and maintains its *Signatory* status under the applicable WADA policy) the *Signatory's* status as a *Signatory* to the *Code* will be terminated, without any entitlement to reimbursement of any fees paid for such status.

B.2. 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* by an *Approved Third Party*, at the *Signatory's* expense, including up to six (6) site visits a year, with all known costs paid in advance (where known);
- c. the *Signatory* may be required to pay a *Fine*;
- d. 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*;
- e. (where the *Signatory* is a *National Anti-Doping Organization* or a *National Olympic Committee* acting as a *National Anti-Doping Organization*) the *Signatory's* country may 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 by the International Olympic Committee or the membership of the International Paralympic Committee or of recognition by or membership of any other *Signatory* suspended until the *Signatory* is *Reinstated*; and

B.1.3. 如果签约方在第 B.1.1 条所列后果生效 24 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，则将向签约方施加下述进一步后果：

- a. 该签约方所有反兴奋剂活动将受到经批准的第三方的监督，费用由签约方承担；包括每年对签约方进行最多 6 次现场访问，并提前告知签约方需支付的费用，由签约方进行预付；
- b. 该签约方的代表将无资格出任任何其他签约方（或其成员）或签约方协会的理事会、委员会或其他机构的成员，直至签约方恢复资格或期满 1 年为止（孰长者为准）；并且
- c. （如果该签约方是奥林匹克运动体系之外的组织，没有得到国际奥委会的承认，且只在 WADA 的相关政策下保有其签约方地位）其作为《条例》的签约方的地位将被终止，且其无权偿付任何费用以保留地位。

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，则向其施加以下后果：

B.2.1. 首先：

- a. 签约方将丧失其 WADA 特权；
- b. 签约方部分或全部反兴奋剂活动（具体由 WADA 规定）将受到经批准的第三方的监督或接管，费用由签约方承担；包括每年对签约方进行最多 6 次现场访问，并提前告知签约方需支付的费用，由签约方进行预付；
- c. 签约方可能被要求支付罚款；
- d. 签约方代表将无资格出任任何其他签约方（或其成员）或签约方协会的理事会、委员会或其他机构的成员，直至签约方恢复资格为止；
- e. （如果签约方是国家反兴奋剂组织或代行国家反兴奋剂组织之职的国家奥委会）签约方所在国将无资格获得由重大赛事组织机构组织的地区、洲际或世界锦标赛或其他赛事的举办权，和 / 或将无资格主办奥运会和 / 或残奥会，直至签约方恢复资格为止；
- f. （如果签约方是国际单项体育联合会）签约方因受国际奥委会认可，或拥有国际残奥委会会员资格，或因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；并且

- 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*.

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

- a. 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 (2) 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 enjoy any of the other benefits of recognition by the International Olympic Committee or of membership of the International Paralympic Committee or of recognition by or membership of any other *Signatory* until the *Signatory* is *Reinstated* (and then it shall still not be able to receive any funding or other benefits retrospectively for the period of non-compliance prior to *Reinstatement*); and
 2. the *Signatory'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

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. 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, 则将向签约方施加下述进一步后果:

a. 签约方代表将无资格出任任何其他签约方 (或其成员) 或签约方协会的理事会、委员会或其他机构的成员, 直至不合规的签约方恢复资格或期满 2 年为止 (孰长者为准);

b. 签约方将被要求支付额外罚款;

c. (如果签约方是某一国家反兴奋剂组织或代行国家反兴奋剂组织之职的国家奥委会) 签约方所在国的国家奥委会和国家残奥委会的代表将无资格参加或出席下一届地区和 / 或洲际锦标赛和 / 或世界锦标赛和 / 或奥运会和残奥会 (根据实际情况, 可能是夏季奥运会或冬季奥运会), 直至签约方恢复资格为止。

d. (如果签约方是国际单项体育联合会):

1. 签约方将无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为止 (签约方不能追溯性的获得在恢复资格之前的资金或者其他利益); 并且

2. 签约方代表将无资格参加或出席下一届地区和 / 或洲际的综合性体育赛事和 / 或奥运会和残奥会 (根据实际情况, 可能是夏季奥运会或冬季奥运会), 直至签约方恢复资格为止。

e. (如果签约方是重大赛事组织机构):

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 (签约方不能追溯性的获得在恢复资格之前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

f. (where the *Signatory* is an organization outside of the Olympic Movement, not recognized by the International Olympic Committee, and maintains its *Signatory* status under the applicable WADA policy) the *Signatory's* status as a *Signatory* to the *Code* will be terminated, without any entitlement to reimbursement of any fees paid for such status.

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

a. (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 10.2.6) 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 the *Signatory's* sport (or in one or more disciplines of that sport) will be excluded from participation in or attendance at the Olympic Games and Paralympic Games 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 (6) site visits a year, with all costs to be paid in advance (where known);
- d. 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 *Signatory* is *Reinstated* or for one (1) year (whichever is longer);

2. 签约方将丧失举办奥运会或残奥会资格赛的资格；并且

f. (如果该签约方是奥林匹克运动体系之外的组织,没有得到国际奥委会的承认,且只在 WADA 的相关政策下保有其签约方地位)其作为《条例》的签约方的地位将被终止,且其无权偿付任何费用以保留地位。

B.2.3. 如果签约方在第 B.2.1 条所列后果生效 24 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,则将向签约方施加下述进一步后果:

a. (如果签约方是国家反兴奋剂组织或代行国家反兴奋剂组织之职的国家奥委会)代表该国家或国家奥委会、国家残奥委会或国家单项体育协会的运动员和运动员辅助人员将无资格参加或出席下一届奥运会和残奥会(根据情况,可能是夏季奥运会或冬季奥运会)和/或世界锦标赛(但应服从第 10.2.6 条之规定),直至签约方恢复资格为止;并且

b. (如果签约方是国际单项体育联合会)参与该签约方体育项目(或此项目的一个或多个小项)的运动员和运动员辅助人员将无资格参加或出席下一届奥运会和残奥会和/或任何其他综合性体育赛事(根据实际情况,可能是夏季赛事或是冬季赛事),直至签约方恢复资格为止;

B.3. 如果签约方未遵守一项或多项核心要求,则向签约方施加以下后果:

B.3.1. 首先:

a. 签约方将丧失其 WADA 特权;

b. 签约方将被要求支付罚款;

c. 签约方部分或全部反兴奋剂活动将受到经批准的第三方的监督或接管,费用由签约方承担;包括每年对签约方进行最多 6 次现场访问,并提前告知签约方需支付的费用,由签约方进行预付;

d. 该签约方的代表将无资格出任任何其他签约方(或其成员)或签约方协会的理事会、委员会或其他机构的成员,直至签约方恢复资格或期满一年为止(孰长者为准);

- 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;
 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 10.2.6) the *Athletes* and *Athlete Support Personnel* representing that country (or representing the *National Olympic Committee*, *National Paralympic Committee*, or National Federation of that country) may be excluded from participation in or attendance at, regional, continental or World Championships, or *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
 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 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 *Signatory's Representatives* will be excluded from participation in or attendance at, and the *Athletes* and *Athlete Support Personnel* participating in the *Signatory's* sport (or in one or more disciplines of that sport) may 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 *Signatory's Representatives* will be excluded from participation in or attendance at the Olympic Games and Paralympic Games and/or any other multi-sports *Event* 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 the *Signatory's* expense at its *Events* until *Reinstatement*; and
 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

e. (如果签约方是某一国家反兴奋剂组织或代行国家反兴奋剂组织之职的国家奥委会)：

1. 签约方所在国在规定的期限内无资格获得由重大赛事组织机构组织的地区、洲际或世界锦标赛或其他赛事的举办权；
2. 在下一届由重大赛事组织机构组织的地区、洲际或世界锦标赛或其他赛事（奥运会和残奥会除外）上不得悬挂该签约方所在国的国旗，该国国家奥委会和国家残奥委会的代表都将无资格参加或出席，且代表此国（或代表此国的国家奥委会、残奥委会或单项体育协会）的运动员和运动员辅助人员可能无资格参加或出席（服从第 10.2.6 条之规定），直至签约方恢复资格为止；并且
3. 下一届奥运会和残奥会（根据实际情况，可能是夏季奥运会或冬季奥运会）上不得悬挂该国国旗，且该国国家奥委会和国家残奥委会的代表都将无资格参加或出席，直至签约方恢复资格为止；

f. (如果签约方是国际单项体育联合会)

1. 签约方代表将无资格参加或出席下一届由重大赛事组织机构组织的地区、洲际或国际综合性体育赛事（奥运会和残奥会除外），且参与该签约方体育项目（或此项目的一个或多个小项）的运动员和运动员辅助人员可能无资格参加或出席，直至签约方恢复资格为止；并且
2. 签约方代表将无资格参加或出席下一届奥运会和残奥会和 / 或任何其他综合性体育赛事（根据实际情况，可能是夏季赛事或冬季赛事），直至签约方恢复资格为止；

g. (如果签约方是重大赛事组织机构)：

1. 签约方赛事的反兴奋剂工作将部分或全部被第三方监督或接管，费用由签约方承担，直至签约方恢复资格为止；并且
2. 签约方将无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（签约方不能追溯性的获得在恢复资格之前的资金或者其他利益）；并且

- h. (where the *Signatory* is an organization outside of the Olympic Movement, not recognized by the International Olympic Committee, and maintains its *Signatory* status under the applicable *WADA* policy) the *Signatory's* status as a *Signatory* to the *Code* will be terminated, without any entitlement to reimbursement of any fees paid for such status.

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

- a. 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 four (4) 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 10.2.6) the *Athletes* and *Athlete Support Personnel* representing that country (or representing the *National Olympic Committee*, *National Paralympic Committee*, or *National Federation* of that country) will be excluded from participation in or attendance at, the Olympic Games and Paralympic Games 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 the *Signatory's* sport (or in one or more disciplines of that sport) will be excluded from participation in or attendance at the Olympic Games and Paralympic Games 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 enjoy any of the other benefits of recognition by the International Olympic Committee or of membership of the International Paralympic Committee or of recognition by or membership of any other *Signatory* until it is *Reinstated* or for four (4) 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*):

h. (如果该签约方是奥林匹克运动体系之外的组织, 没有得到国际奥委会的承认, 且只在 WADA 的相关政策下保有其签约方地位) 其作为《条例》的签约方的地位将被终止, 且其无权偿付任何费用以保留地位。

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, 则将向签约方施加下述进一步后果:

a. 签约方代表将无资格出任任何其他签约方 (或其成员) 或签约方协会的理事会、委员会或其他机构的成员, 直至签约方恢复资格或期满 4 年为止 (孰长者为准则);

b. (如果签约方是国家反兴奋剂组织或代行国家反兴奋剂组织之职的国家奥委会) :

1. 签约方所在国在规定期限内不能主办奥运会和 / 或残奥会; 并且
2. 代表该国 (或代表该国国家奥委会、国家残奥委会或国家单项体育协会) 的运动员和运动员辅助人员将无资格参加或出席下一届奥运会和残奥会和 / 或其他由重大赛事组织机构举办的其他赛事和 / 或任何世界锦标赛 (根据实际情况, 可能是夏季赛事或冬季赛事) (但应服从第 10.2.6 条之规定), 直至签约方恢复资格为止;

c. (如果签约方是国际单项体育联合会) :

1. 参与该签约方体育项目 (或此项目的一个或多个小项) 的运动员和运动员辅助人员将无资格参加或出席下一届奥运会和残奥会和 / 或其他综合性体育赛事 (根据实际情况, 可能是夏季赛事或冬季赛事), 直至签约方恢复资格为止;
2. 签约方将无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任何其他收益, 直至签约方恢复资格或期满 4 年为止, 孰长者为准则 (签约方不能追溯性的获得在恢复资格之前的资金或者其他利益);

d. (如果签约方是重大赛事组织机构) :

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
 2. the status of the *Signatory's* 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 (24) months after the *Signatory Consequences* set out in Article B.3.1 are imposed (or such other period as *WADA* – or, if disputed, *CAS* – may specify), then the following further *Signatory Consequences* 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*.

1. 签约方将无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，孰长者为准则（签约方不能追溯性的获得在恢复资格之前的资金或者其他利益）；并且
 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；并且
- e. 签约方将被要求支付额外的罚款。

B.3.3.（若签约方是国际单项体育联合会或国家奥委会或国家残奥委会）如果签约方在第 B.3.1 条所列后果生效 24 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）仍未满足恢复资格的条件，则将向签约方施加下述进一步后果：暂停奥林匹克运动对其的承认和 / 或残疾人奥林匹克运动的会员资格和 / 或其他签约方的承认或会员资格。

www.wada-ama.org/code

