

Annex B: Signatory Consequences

This Annex B applies the principles set out in Article 11 to identify the range of graded and proportionate Signatory Consequences that shall *prima facie* apply in cases involving non-compliance with Critical requirements (see paragraph B.3) or only High Priority requirements (see paragraph B.2) or only Other requirements (see paragraph B.1). The intention is to promote predictability and consistency in the imposition of Signatory Consequences across all cases. However, there shall be flexibility to vary within or even to depart from this range in a particular case, where the application of the principles set out in Article 11 to the specific facts and circumstances of that case so warrant. In particular, the greater the degree of non-compliance (i.e., the more requirements with which the *Signatory* has failed to comply, and the more serious those requirements), the greater the Signatory Consequences should be. If a case includes not only non-compliance with one or more Critical requirements but also Aggravating Factors, that shall warrant a significant increase in the Signatory Consequences imposed (which may include, without limitation, a Fine). On the other hand, if it includes extenuating circumstances, that may warrant the imposition of lesser Signatory Consequences.

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

B.1.1 In the first instance:

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

(b) it will be assisted in its Anti-Doping Activities (through the provision of advice and information, the development of resources, guidelines and training materials, and/or, where necessary, the delivery of training programs) by *WADA*, or by an Approved Third Party, at the *Signatory's* expense, including up to two visits a year, with all costs paid in advance (where known); and

(c) some or all of its Anti-Doping Activities (as specified by *WADA*) will be 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 six months after the above consequences have been imposed (or such other period as *WADA* – or, if disputed, *CAS* – may specify), then the following further consequences will also apply:

(a) some or all of the *Signatory's* Anti-Doping Activities will be Supervised at its expense by an Approved Third Party, including up to four site visits a year, with all costs to be paid in advance (where known); and

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

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

(a) all of the *Signatory's* Anti-Doping Activities will be Supervised by an Approved Third Party, at the *Signatory's* expense, including up to six site visits a year, with all costs to be paid in advance (where known); and

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

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

B.2.1 In the first instance:

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

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

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

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

(e) (if the *Signatory* is an International Federation) the *Signatory* will be ineligible to receive funding or other benefits of the recognition of the International Olympic Committee or the membership of the International Paralympic Committee or of recognition by or membership

of any other *Signatory* until the *Signatory* is Reinstated (and then it shall still not be able to receive any funding or other benefits retrospectively for the period of non-compliance prior to Reinstatement); and

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

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

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

(b) (where the *Signatory* is a *National Anti-Doping Organization* or a *National Olympic Committee* acting as a *National Anti-Doping Organization*) the following *Persons* will be excluded 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): the Representatives of the *National Olympic Committee* and *National Paralympic Committee* of the *Signatory's* country, and (subject to Article 11.2.6) the *Athletes* and *Athlete Support Personnel* representing that country or representing the *National Olympic Committee*, *National Paralympic Committee*, or National Federation of that country;

(c) (where the *Signatory* is an International Federation) the following *Persons* 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): the International Federation's Representatives, as well as the *Athletes* and *Athlete Support Personnel* participating in its sport (or in one or more disciplines of that sport); and

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

(1) the *Signatory* will be ineligible to receive funding or enjoy any of the other benefits of recognition by the International Olympic

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

(2) any previous recognition of its *Event* as a qualifying event for the Olympic Games or Paralympic Games will be lost.

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

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

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

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

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

(e) (where the *Signatory* is an International Federation) the International Federation's Representatives, as well as the *Athletes* and *Athlete Support Personnel* participating in its sport (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);

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

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

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

(g) if Aggravating Factors are present, the *Signatory* will be required to pay a Fine.

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

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

(b) (where the *Signatory* is a *National Anti-Doping Organization* or a *National Olympic Committee* acting as a *National Anti-Doping Organization*) the *Signatory's* country may not host the Olympic Games and/or the Paralympic Games and/or be awarded the right to host any World Championships, and the country's flag will not be flown at such *Events*, until the *Signatory* is Reinstated or for four years (whichever is longer);

(c) (where the *Signatory* is an International Federation) the *Signatory* will be ineligible to receive funding or other benefits of recognition by the International Olympic Committee or membership of the International Paralympic Committee or recognition by or membership of any other *Signatory* until it is Reinstated or for four years, whichever is longer (and then it shall still not be able to receive any funding retrospectively for the period prior to Reinstatement);

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

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

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

(e) if Aggravating Factors are present, the *Signatory* will be required to pay a further Fine.

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