

Procedural Rules

Nationale Disziplinarinstanz Anti-Doping

I. General Provisions

1. These Procedural Rules govern the jurisdiction of, and the procedure before, the *Nationale Disziplinarinstanz Anti-Doping (NDI)*. The NDI is an independent disciplinary body established by Nationale Anti Doping Agentur Deutschland (**NADA**) in accordance with the World Anti-Doping Code 2027 to hear and determine:
 - 1.1. (alleged) Anti-Doping Rule Violations, including challenges concerning *Provisional Suspensions*, in accordance with Articles 7.4, 8 and 13.2.2 of the Nationaler Anti-Doping Code (**NADC**) or the corresponding provisions of the *Applicable Regulations*; and
 - 1.2. appeals against a decision by *NADA* not to grant an application for a *Therapeutic Use Exemption*, in accordance with Articles 4.4.3 and 13.2.2 NADC or the corresponding provisions of the *Applicable Regulations*.

This applies in cases where no valid arbitration agreement (Schiedsvereinbarung) has been concluded with the *Athlete* or other *Person* and, as a result, the matter does not fall within the jurisdiction of an arbitral tribunal within the meaning of Sections 1025 et seq. of the German Code of Civil Procedure (Zivilprozessordnung – ZPO).

2. The words and phrases used in these Procedural Rules that are defined terms (denoted by *italics*) shall have the meaning given to them in the NADC. References to such terms are to the English equivalents of the corresponding terms defined in the NADC. Where a word or phrase is not defined in the NADC, it shall have the meaning as provided in Appendix A. The abbreviations “NDI” and “NADC” are used throughout without italics.
3. Unless the context otherwise requires, words in these Procedural Rules denoting any one gender include all other genders, and words denoting the singular include the plural and vice versa.
4. *Proceedings* before the NDI are governed by these Procedural Rules, including Appendices A and B, which form an integral part of them. These Procedural Rules are subject to the *Applicable Regulations*. In the event of any conflict between the *Applicable Regulations* and these Procedural Rules, the *Applicable Regulations* shall prevail. Any matter not addressed by the *Applicable Regulations* or these Procedural Rules shall be governed by German law on a subsidiary basis. Mandatory provisions of German law shall in all cases take precedence over the *Applicable Regulations* and these Procedural Rules.
5. Effective Date and Amendments
 - 5.1. These Procedural Rules are effective as from 1 January 2027.

- 5.2. *NADA* may amend these Procedural Rules after consulting the *Secretariat*. Any amendment shall be published on *NADA*'s website and shall take effect on the date specified by *NADA*, which shall not be earlier than the date of publication.
- 5.3. Any amendment to these Procedural Rules applies only to *Proceedings* in which the *Referral* is received by the *Secretariat* on or after the date the amendment takes effect. *Proceedings* already pending at that date will continue to be governed by the version in force when the *Referral* was received, unless the amendment is favourable to the *Athlete* or other *Person* and the *Chair*, after hearing the parties, directs that it apply.

II. Establishment and Administration of the NDI

6. *NADA* will organise a pool of individuals with the necessary skills and experience (***NDI Pool***), from whom independent *Disciplinary Panels* may be formed to hear and determine particular matters.
 - 6.1. Appointment to the *NDI Pool* shall be made having regard to the candidate's anti-doping experience, including legal, sports, medical and/or scientific expertise.
 - 6.2. Each member of the *NDI Pool* must confirm, upon appointment and on an ongoing basis, that they have not held any position with, or provided services to, *NADA* (whether as a board member, employee, member of a commission, consultant or official) within the preceding three (3) years.
 - 6.3. No member of the *NDI Pool* shall be appointed by, or act under the authority of, any *National Sports Federation* or other national sports organisation.
 - 6.4. Members of the *NDI Pool* shall be appointed for a period of no less than two (2) years, which may be renewed.
 - 6.5. *NADA* may expand the *NDI Pool* at any time by appointing additional individuals to it.
7. *NADA* has contracted *Sport Resolutions* to act as the *Secretariat* of the NDI. In particular, the *Secretariat* will:
 - 7.1. appoint the members of a *Disciplinary Panel* to hear and determine a particular matter, in accordance with Rule 17 below;
 - 7.2. liaise closely with the *Disciplinary Panels* appointed to hear and determine particular matters;
 - 7.3. administer the *Proceedings*, including receiving all submissions and coordinating the participation of the parties, interpreters and witnesses as required by the *Disciplinary Panel*;
 - 7.4. handle administrative and financial matters relating to the *Proceedings* before the NDI, including the administration of compensation payable to the members of the *NDI Pool*; and

7.5. carry out any other tasks assigned to the *Secretariat* under these Procedural Rules.

8. Independence

8.1. *Sport Resolutions* shall be independent of *NADA* and shall carry out its responsibilities independently and impartially at all times.

8.2. Each member of the *NDI Pool* must be, and must remain for as long as they serve on the *NDI Pool*, independent of *NADA*, and independent and impartial in the discharge of their functions generally. Each member must have no interest, relationship or activity that is incompatible with the independent and impartial discharge of their functions, and must promptly disclose to the *Secretariat* any material change in circumstances that may affect the fulfilment of this requirement.

9. Removal

9.1. The *Secretariat* may remove a member from the *NDI Pool* before the expiry of their term where that member:

9.1.1. no longer satisfies the requirements for appointment under Rules 6 and 8;

9.1.2. has materially or repeatedly failed to comply with their obligations under Rule 8.2 or Rule 12.2; or

9.1.3. is for any other reason unable, unwilling or unfit to continue to perform the functions of a member of the *NDI Pool*.

9.2. Before removing a member, the *Secretariat* shall give that member a reasonable opportunity to comment. A removal under this Rule may not be based on the content or outcome of any decision in which the member has participated and does not affect the validity of any decision already rendered by a *Disciplinary Panel* on which that member sat.

III. Jurisdiction, Composition and Powers of the Disciplinary Panel

10. Jurisdiction

10.1. The *NDI* has jurisdiction to hear and determine the matters referred to in Rule 1 and any other matter over which jurisdiction is conferred on it by the *Applicable Regulations*.

10.2. The *NDI* exercises its functions through *Disciplinary Panels*, the members of which are appointed, for each individual case, from the *NDI Pool* in accordance with Rule 17 below.

11. Composition of the Disciplinary Panel

11.1. The *Disciplinary Panel* shall be composed of members of the *NDI Pool*. It may be composed of a single adjudicator, who will have a *Legal Background*, or of three members, of whom the *Chair* and at least one wing member must have a *Legal*

Background. In either case, the single adjudicator or, as applicable, the *Chair* of the three-member panel is the *Chair* for the purposes of these Procedural Rules.

- 11.2. The *Disciplinary Panel* shall by default be composed of a single adjudicator with a *Legal Background*. Within seven (7) days of notification of the *Referral*, any party may request in writing that the matter instead be heard by a three-member panel composed in accordance with Rule 11.1. Upon such a request, the *Secretariat* shall constitute a three-member panel accordingly.
- 11.3. The *Secretariat* may, on its own initiative and irrespective of any request under Rule 11.2, direct that a matter be heard by a three-member panel where the nature or complexity of the charge, or the evidence available, so warrants.

12. Conflicts of Interest

- 12.1. No member of the *NDI Pool* may sit on a *Disciplinary Panel* in any *Proceeding* if that member:
 - 12.1.1. has had any prior involvement with the matter or any facts arising in the *Proceedings* (save as provided for in these Procedural Rules, including a decision in *Proceedings* concerning a *Provisional Suspension* or in another *Proceeding* in which some or all of the same facts are relevant); or
 - 12.1.2. is someone whose impartiality or independence could reasonably be questioned.
- 12.2. Upon being appointed to a *Disciplinary Panel*, each member shall submit to the *Secretariat*, for transmission to the parties, a written declaration disclosing any facts or circumstances known to them that might, in the eyes of any of the parties, reasonably call into question their impartiality or independence in the matter. The declaration shall be made on a standard form issued by the *Secretariat* and shall cover the preceding three (3) years. If any such facts or circumstances arise thereafter, the member shall promptly submit an updated declaration in the same manner.
- 12.3. A member who has any doubt as to their ability to be impartial and independent in a matter must decline the appointment, or, if already appointed, immediately inform the *Secretariat* and withdraw.
- 12.4. Any objection to an appointed member of a *Disciplinary Panel* must be made to the *Secretariat* without delay, and in any event within seven (7) days of:
 - 12.4.1. receipt of the written declaration (or updated declaration) referred to in Rule 12.2, or
 - 12.4.2. learning by any other means of the facts or circumstances giving rise to the objection.

Failure to do so will constitute a waiver of that objection. This does not apply to an exclusion under Rule 12.1.1, which may be raised, and must be verified by the *Secretariat*, at any time.

- 12.5. The *Secretariat* is responsible for all determinations under this Rule 12, including whether an exclusion under Rule 12.1.1 applies, whether a member's impartiality or independence could reasonably be questioned under Rule 12.1.2, and any objection raised under Rule 12.4. Any such determination is final and not subject to any appeal.¹

13. Powers of the Disciplinary Panel

- 13.1. A *Disciplinary Panel* has all powers necessary for, and incidental to, the discharge of its responsibilities, including (without limitation) the power, whether on the application of a party or of its own motion:

- 13.1.1. to rule on its own jurisdiction;
- 13.1.2. to decide on all matters concerning the conduct of the hearing, in accordance with Rule 22;
- 13.1.3. to appoint an independent expert to assist or advise it on specific issues, with the costs of such expert to be borne as directed by the *Disciplinary Panel*;
- 13.1.4. to expedite its *Proceedings* or, where fairness so requires, to adjourn, postpone or suspend, upon such terms as it will determine;
- 13.1.5. to extend or abbreviate any time limit specified in these Procedural Rules or the *Applicable Regulations*, or set by the *Disciplinary Panel* itself, save for any limitations period or appeal deadline;
- 13.1.6. to order any party to make any property, document or other thing in its possession or under its control available for inspection by the *Disciplinary Panel* and/or any other party; and, where the *Disciplinary Panel* considers this necessary to establish the relevant facts, to conduct such further inquiries of its own motion as it considers appropriate, including by hearing witnesses not called by a party and by requesting the production of further documents or information, without being bound by the evidence offered by the parties;
- 13.1.7. to allow one or more third parties to intervene or be joined in the *Proceedings*, where such joinder is contemplated by the *Applicable Regulations*, to make all appropriate procedural directions in relation to such intervention or joinder, and thereafter to make a single final decision or separate decisions in respect of all parties;
- 13.1.8. to order that certain preliminary and/or potentially dispositive questions (e.g. as to jurisdiction, or as to whether a condition precedent has been met) be heard and determined in advance of any other issues in the matter;
- 13.1.9. to award interim relief or other conservatory measures on a provisional basis and subject to final determination;

¹ Comment to Rule 12: In making determinations under this Rule, the *Secretariat* may be guided by the IBA Guidelines on Conflicts of Interest in International Arbitration, as updated from time to time (www.ibanet.org), even though these Guidelines were developed for international commercial arbitration and do not apply directly to Proceedings before the NDI, which are not arbitral in nature.

13.1.10. to make any other procedural direction or take any other procedural step which the *Disciplinary Panel* considers appropriate in pursuit of the efficient and proportionate management of any *Proceeding*; and

13.1.11. to impose costs orders as provided in Rule 29.

In exercising any of the powers under this Rule 13.1, the *Disciplinary Panel* shall be guided by considerations of fairness.

13.2. Any procedural rulings may be made by the *Chair* alone.

13.3. The *Chair* has the power, whether on the application of a party or of their own motion:

13.3.1. to order consolidation before the *Disciplinary Panel* of two or more separate *Proceedings*, and/or to order that concurrent hearings be held in relation to such *Proceedings*; and

13.3.2. to exercise any of the powers of the *Disciplinary Panel* in relation to urgent matters, including *Proceedings* concerning a *Provisional Suspension*, that require a decision before a full *Disciplinary Panel* has been convened (see Rule 18 for urgent matters arising before a *Chair* has been appointed under Rule 17.2).

14. The seat of the NDI and of all *Proceedings* before it is Bonn.

IV. Proceedings before the NDI

15. The parties are entitled to be represented by legal counsel and/or any other representative(s) in all *Proceedings* before the NDI, at their own expense.

16. The languages of *Proceedings* before the NDI are German and English.

16.1. German applies as the language of the *Proceedings* unless, within five (5) days of notification of the *Referral*, the *Athlete* or other *Person* requests in writing that the *Proceedings* be conducted in English. The *Secretariat* shall appoint the *Chair* (and, where applicable, the other members of the *Disciplinary Panel*) under Rules 17.2 and 17.3 having regard to the language so determined.

16.2. A party may, at a later stage of the *Proceedings*, request that the language be changed from German to English. The *Chair* shall grant such a request save for good reason not to do so.

16.3. Once the *Proceedings* are being conducted in English, whether pursuant to Rule 16.1 or 16.2, the language may not subsequently be changed to German, save in exceptional circumstances, with the agreement of all parties and where the *Chair*, having regard to any additional cost, delay or need to reconstitute the *Disciplinary Panel*, considers it appropriate.

17. Appointment of the Disciplinary Panel

- 17.1. Upon receipt of a *Referral*, the *Secretariat* shall promptly notify the *Referral* to the other party or parties, informing them of their rights under Rules 11.2, 16.1 and 41.1.
- 17.2. The *Secretariat* shall appoint the *Chair* of the *Disciplinary Panel* without delay once the language of the *Proceedings* has been determined under Rule 16.1, i.e. upon receipt of a request under that Rule, or upon the *Athlete* or other *Person* confirming German, or upon expiry of the time limit set out therein, whichever occurs first. Rule 18 is unaffected.
- 17.3. Where a matter is to be heard by a three-member panel pursuant to Rule 11.2 or Rule 11.3, the *Secretariat* shall appoint two further members, taking into account the nature of the case and any specific expertise required in that particular matter.

18. Urgent matters prior to appointment of the Chair

- 18.1. Where a decision is required as a matter of urgency, in particular in *Proceedings* concerning a *Provisional Suspension*, before a *Chair* has been appointed under Rule 17.2, or where the *Chair* so appointed is unable, unwilling, conflicted or otherwise not available to decide the matter with the urgency required, the *Secretariat* shall, without delay, appoint a member of the *NDI Pool* to act as *Chair* for the purpose of deciding that matter.
- 18.2. A member appointed under Rule 18.1 has, for the purpose of that matter, all powers of the *Chair* and, to the extent necessary to decide it, of the *Disciplinary Panel* under Rule 13, including the power to conduct an expedited hearing.
- 18.3. An appointment under Rule 18.1 is limited to the matter for which it is made. It does not constitute, and does not entitle that member to, appointment as *Chair* of the *Disciplinary Panel* for the substantive matter. The *Secretariat* may, but need not, subsequently appoint the same member as *Chair* under Rule 17.2.
- 18.4. Before deciding the matter, the *Chair* appointed under Rule 18.1 shall give each party the opportunity to comment. Where the purpose of the application would otherwise be frustrated, the *Chair* may decide without first having given the other party that opportunity, provided that the other party is given the opportunity to comment immediately afterwards; having considered any such comments, the *Chair* shall confirm, vary or set aside the decision.
- 18.5. Once a *Disciplinary Panel* has been appointed for the substantive matter, it may confirm, vary or set aside any decision made under this Rule 18.
- 18.6. Rule 16.1 does not apply to an appointment under this Rule 18. The language for the purpose of any decision under this Rule 18 shall be German or English, as determined by the *Secretariat* or, once appointed, by the *Chair* appointed under Rule 18.1, having regard to the language of the *Athlete* or other *Person* and the urgency of the matter. The determination of the language of the *Proceedings* under Rule 16.1 is unaffected.

19. Upon appointment, the *Disciplinary Panel* will hear and determine the matter in accordance with the *Applicable Regulations* and these Procedural Rules.
20. As soon as practicable after the *Chair* has been appointed in a particular matter, the *Chair* will issue directions to the parties in relation to the procedure and timetable to be followed in the *Proceedings*. Where the *Chair* deems it appropriate, the *Chair* may hear from the parties (in person, by telephone or video conference, or otherwise) prior to issuing such directions. In particular, the directions will:
 - 20.1. fix the date, time and venue of the hearing;
 - 20.2. establish a schedule for the exchange of one or more rounds of written submissions and evidence in advance of the hearing, so that each party understands in advance of the hearing the case that it has to meet; and
 - 20.3. make any appropriate order in relation to the disclosure of relevant documents and/or other materials in the possession or control of any party.
21. Any submission by the parties must be sent to the *Secretariat* with a copy to each other party.
22. Hearings
 - 22.1. All hearings will be conducted on a private and confidential basis, unless the *Disciplinary Panel* orders otherwise for good cause shown by a party; hearings will be attended only by the parties to the *Proceedings* and their representatives, witnesses and experts, as well as the representatives of any third party/parties permitted under the *Applicable Regulations* to attend in order to participate in and/or to observe the *Proceedings*, and the *Secretariat*.
 - 22.2. A natural person who is a party to the *Proceedings* has the right to request that the hearing be conducted publicly. The *Disciplinary Panel* shall grant that request unless overriding reasons – such as morals, public order, national security, the protection of *Minors*, the private life of a party or third person, prejudice to the interest of justice, or the fact that the *Proceedings* are exclusively related to questions of law – justify holding the hearing in private.
 - 22.3. Hearings may be conducted in person or by video conference, as the *Chair* considers appropriate. A party may request that a hearing be conducted in person, in which case the hearing shall be held in person unless the *Chair*, for good cause, orders otherwise. Where a hearing is to be held in person, it will ordinarily take place in Bonn, but the *Chair* may direct that it be held elsewhere.
 - 22.4. Unless the *Chair* orders that parties may make submissions in writing only, all parties shall attend the hearing (in person or by video conference, as directed), along with any representative(s). The non-attendance of any party and/or their representative(s) at the hearing, after due notice has been given, will not prevent the *Disciplinary Panel* from proceeding with the hearing in their absence, whether or not written submissions have been made by or on behalf of that party.

- 22.5. Any party wishing to rely on documents written in a language other than the language of the hearing must provide certified translations into the language of the hearing at their own cost; provided that no translation shall be required for documents written in English.
- 22.6. Any party who wishes (or whose witness wishes) to give oral evidence in another language must provide an independent interpreter, at their own cost, to translate that evidence into the language of the hearing, unless the *Chair* orders otherwise.
- 22.7. The procedure to be followed at the hearing will be at the discretion of the *Chair*, provided always that the hearing must be conducted in a fair manner, with a reasonable opportunity provided for each party to present evidence (including the right to call and to question witnesses/experts), and to present their case to the *Disciplinary Panel*. The *Disciplinary Panel* will have discretion as to whether to receive evidence from witnesses/experts in person, by telephone, by video conference, or in writing, and may question a witness/expert and control the questioning of a witness/expert by a party.
- 22.8. No formal rules as to admissibility of evidence will apply. Facts may be established by any reliable means.
- 22.9. A *Disciplinary Panel* may treat facts established by a decision of a court or tribunal of competent jurisdiction that is not the subject of a pending appeal as binding, where it considers it appropriate to do so.
- 22.10. Where a party:
- 22.10.1. refuses or fails to appear at a hearing to answer questions; or
- 22.10.2. appears but refuses or fails to answer questions;
- then the *Disciplinary Panel* may infer that the answer(s) would be adverse to that party.
- 22.11. Once the parties have completed their respective submissions, whether orally or in writing, the *Disciplinary Panel* will deliberate in private.
- 22.12. If a member of a *Disciplinary Panel* is, for whatever reason, unable, unwilling or unfit to hear or continue to hear, and decide a matter, the *Secretariat* may, having given the member concerned and the parties a reasonable opportunity to comment, save where the urgency of the matter does not permit it, in its absolute discretion:
- 22.12.1. appoint another member of the *NDI Pool* to replace that member in that *Proceeding* (and where the member being replaced is the *Chair*, designate the replacement or one of the remaining members as *Chair*); or
- 22.12.2. authorise the remaining member(s) of the *Disciplinary Panel* to hear and decide the matter alone, provided that all parties and the remaining member(s) agree.

- 22.13. Unless the parties agree otherwise, or the reconstituted *Disciplinary Panel* determines that a repetition is necessary, the *Proceedings* shall continue without repetition of any step already taken prior to the replacement.
- 22.14. Hearings shall be audio-recorded by the *Secretariat*, unless the *Chair* directs otherwise. The recording shall be used solely by the *Disciplinary Panel* and the *Secretariat* for the purposes of the *Proceedings* and of any appeal. A party may request a transcript of the recording, which the *Secretariat* shall arrange at that party's cost. No other recording of a hearing may be made without the *Chair's* permission. The recording shall be destroyed five (5) years after the final determination of the matter, including any appeal.

V. Decisions

23. No member of the *Disciplinary Panel* may abstain from voting. The *Disciplinary Panel* will decide by majority. Where a majority cannot be reached, including where the remaining member(s) of a *Disciplinary Panel* are authorised to hear and decide a matter alone pursuant to Rule 22.12.2, the *Chair* (or, where the *Chair* has been unable to continue, a member named by the *Secretariat*) shall decide the matter alone.
24. The *Disciplinary Panel* will announce its decision on the charges to the parties in a written, reasoned decision, dated and signed by at least the *Chair*, as soon as reasonably practicable and ordinarily no later than twenty-one (21) days after the date of the hearing or, where the matter is determined on written submissions only, the date on which the parties' submissions were completed.
25. The decision of the *Disciplinary Panel* must not purport to be limited to a particular sport and shall address and determine, at a minimum:
- 25.1. the basis for the NDI's jurisdiction, or the lack thereof, and the rules applicable to the *Proceedings*;
 - 25.2. a detailed statement of the relevant facts;
 - 25.3. with reasons, whether the Anti-Doping Rule Violation(s) at issue have, or have not, been committed;
 - 25.4. with reasons, the *Consequences*, if any, to be imposed under the *Applicable Regulations*, and the date on which such *Consequences* take effect, together with any further content required under Article 8.2.1 NADC; and
 - 25.5. the applicable rights of appeal and the deadline for filing an appeal.
26. The *Disciplinary Panel* may, upon request of one party and with the consent of the other party, announce its decision in the form of an operative decision in advance of the reasons for it.
27. A copy of the decision will be sent to the relevant *National Sports Federation(s)* and any person or organisation with a right of appeal against the decision. Any person or organisation with a

right of appeal may, within fifteen (15) days of receipt, request a copy of the full case file pertaining to the decision.

28. Decisions of the NDI concerning *Provisional Suspensions*, hearing decisions or other final decisions of the NDI will be recognised and given effect by *NADA* and the *National Sports Federations* automatically upon receipt of notice of the same, without the need for any further formality.

VI. Costs

29. In its final decision, the *Disciplinary Panel* shall decide on the costs of the *Proceedings*² and their allocation. It shall determine, in its discretion, whether and to what extent any party to the *Proceedings* is ordered to pay all or part of such costs (whether as a lump sum or by reference to specific items). In doing so, it shall have regard in particular to the outcome of the *Proceedings* and the conduct of the parties. The costs of the *Proceedings* comprise:
 - 29.1. the costs of holding the hearing(s), including the administrative and case management fees charged by the *Secretariat* for administering the *Proceedings*;
 - 29.2. the fees, costs and/or charges of the members of the *Disciplinary Panel*, including their travel and accommodation costs;
 - 29.3. the fees and costs of any expert appointed, or witness called, by the *Disciplinary Panel* of its own motion; and
 - 29.4. the legal, expert and/or travel/accommodation costs of any party subject to, or witness called by a party involved in, the *Proceedings*.
30. No costs order will be considered a basis for reducing the *Consequence(s)* that would otherwise be applicable.

VII. Confidentiality, Data Protection and Public Disclosure

31. Save as otherwise agreed by the parties, and without prejudice to the *Applicable Regulations* and applicable data protection law, all *Proceedings* under these Procedural Rules will be confidential, and neither the parties to the *Proceedings*, nor any witnesses in any *Proceedings*, will publicly comment on the specific facts of the case (as opposed to a general description of the process) except in response to public comments attributed to that person or entity (or their representatives) made other than as a result of a breach by them of this Rule. Witnesses shall keep confidential any document or information which they receive from their participation in such *Proceedings*.

² The applicable fees and costs referred to in this Rule 29, including the fees of the *Disciplinary Panel* and the administrative fee of the *Secretariat*, are set out in Appendix B.

32. The members of the *NDI Pool* shall ensure that everything disclosed to them during the course of their duties remains confidential, including the facts of any case or issue and any deliberations or decisions that are taken.
33. The members of the *NDI Pool* shall not disclose the existence of, or make any statements relating to:
- 33.1. any matter that is before the NDI; or
- 33.2. any matter that has been decided by the NDI,
- except to the extent stated in any decision concerning a *Provisional Suspension* or the final decision of the matter by the NDI.
34. Confidentiality Undertakings and Data Protection
- 34.1. The *Secretariat* shall ensure that its employees, contractors and any member of the *NDI Pool* are subject to an enforceable contractual duty of confidentiality, and that this obligation survives the conclusion of the relevant *Proceedings* and the end of their appointment.
- 34.2. The processing of personal data in connection with *Proceedings*, including the respective roles of *NADA* and the *Secretariat*, retention periods and any transfer of personal data outside the European Union, is governed by applicable data protection law, the *International Standard* for Data Protection, the *Standard* für Datenschutz, and the agreement concluded between *NADA* and the *Secretariat* for that purpose.
35. Public disclosure of decisions of the NDI is a matter for *NADA* and is governed by Article 14.3 NADC. Once *NADA* has published a decision, the *Secretariat* may, with *NADA*'s consent, publish it on its website in the form and for the period published by *NADA*.
36. The *Secretariat* shall promptly send a copy of the *Disciplinary Panel's* decision to *NADA*, to enable *NADA* to discharge its public disclosure obligations under Article 14.3 NADC.

VIII. Right of Appeal

37. Final decisions of the *Disciplinary Panel* terminating the *Proceedings* may be appealed to the Court of Arbitration for Sport (*CAS*) in Lausanne, Switzerland, in accordance with Article 13 NADC and the *Applicable Regulations*.
- 37.1. An appeal shall not have suspensory effect unless the competent appellate body orders otherwise.
- 37.2. Save as otherwise agreed between the parties, the time limit for lodging an appeal shall be determined by the provisions of Article 13 NADC, the *Applicable Regulations* and the *CAS Code*, as in force at the time the appeal is lodged.

IX. Limitation of Liability

38. No member of the *NDI Pool* will be personally liable to any party for the exercise of their adjudicative functions (including the making of any decision) under these Procedural Rules, save where the relevant act or omission is shown to have been intentional.
39. For all other acts or omissions in connection with the discharge of their functions under these Procedural Rules, no member of the *NDI Pool*, *NADA*, *Sport Resolutions*, their respective governing bodies and employees, or any expert appointed to assist a *Disciplinary Panel*, will be liable to any party, save where such act or omission is shown to have been intentional or grossly negligent.

X. Miscellaneous

40. Any notice or other communication required to be given by a party pursuant to these Procedural Rules must be given in writing and must be sent by email, by secure electronic transfer system, or by such electronic filing system as the *Secretariat* may from time to time notify to the parties, or (if requested by the recipient) by registered post.
 - 40.1. If sent by registered post, the notice or other communication will be deemed to have been given on the *Business Day* following the day it is sent.
 - 40.2. If transmitted electronically before 5pm (German time) on a *Business Day*, the notice or other communication will be deemed to have been given on that day. If transmitted electronically on a non-*Business Day*, or at or after 5pm (German time) on a *Business Day*, the notice or other communication will be deemed to have been given on the next *Business Day*.
41. Notices and other communications to a party shall be sent to:
 - 41.1. the address for service (including an email address) designated by that party or its representative for the purpose of the *Proceedings*, which the *Secretariat* shall request upon notification of the *Referral*; or
 - 41.2. failing such designation, the party's last-known residence and/or email address, as recorded, for example, in *ADAMS*.

A change of address takes effect once notified to all parties and to the *Secretariat*.
42. Any period of time specified in these Procedural Rules will begin to run on the day following the day when a notice or other communication is given. Non-*Business Days* occurring during the period are included in calculating the running of that period, save that if the period, so calculated, ends on a non-*Business Day*, then it will be deemed to end on the next *Business Day*.
43. Where a procedural matter arises that is not provided for in these Procedural Rules or the *Applicable Regulations*, the *Chair* or, before a *Chair* has been appointed, the *Secretariat*, shall decide it in the exercise of reasonable discretion, having regard to the principle of a fair hearing. Rule 4 is unaffected.

44. Any deviation from any provision of these Procedural Rules and/or any irregularity, omission, technicality or other defect in the *Proceedings* will not invalidate any finding, procedure or decision unless it is shown to render the *Proceedings* unreliable or to have caused a miscarriage of justice.

Effective 1 January 2027

Appendix A – Definitions

Applicable Regulations means the NADC, together with the anti-doping rules and regulations adopted by the relevant *National Sports Federation* or other sports organisation to which the *Athlete* or other *Person* concerned is subject, in each case as amended from time to time.

Business Day means, for the purposes of Rules 40 and 42, a day that is not a Saturday, Sunday or a nationwide public holiday in Germany.

CAS Code means the Code of Sports-related Arbitration of the CAS, as in force from time to time.

Chair means the person appointed as such in accordance with Rules 17.2, 18.1 or 22.12.1.

Disciplinary Panel means a disciplinary panel of the NDI, established in accordance with Rule 11, to hear and determine a matter referred to the NDI under Rule 1.

Legal Background means the qualification to hold judicial office under the German Judiciary Act ('Befähigung zum Richteramt nach dem Deutschen Richtergesetz'), or an equivalent qualification acquired in another state entitling the holder to practise a fully qualified legal profession (in particular as a lawyer, judge or public prosecutor).

NADA means the Stiftung Nationale Anti Doping Agentur Deutschland, the *National Anti-Doping Organization* in Germany, based in Bonn (www.nada.de).

Nationale Disziplinarinstanz Anti-Doping (NDI) means the independent disciplinary body established by NADA, as described in Rule 1 and Article 8.1 NADC.

Nationaler Anti-Doping Code (NADC) means the National Anti-Doping Code of NADA, as amended from time to time.

NDI Pool means the pool of independent individuals appointed by NADA, as described in Rule 6.

Proceedings means, unless the context requires otherwise, the process undertaken by the NDI from receipt of the *Referral* by the *Secretariat* until the final determination of the matter, including all stages of that process, any interim or procedural decision and any decision concerning a *Provisional Suspension* (including under Rule 18).

Referral means the written submission filed with the *Secretariat* in accordance with the *Applicable Regulations* by which a matter under Rule 1 is brought before the NDI, including an appeal or a challenge under Rule 1.1 or 1.2.

Secretariat means *Sport Resolutions*, acting as secretariat of the NDI, as defined in Rule 7.

Sport Resolutions means Sports Dispute Resolution Panel Ltd (trading as Sport Resolutions), a London-based, independent, not-for-profit dispute resolution service for sport, contracted by NADA to act as the *Secretariat* of the NDI, as further described in Rule 7 (www.sportresolutions.com).

Appendix B – Costs

General

- a) This Appendix B sets out the fees and costs that may arise in connection with *Proceedings* before the NDI, for the purposes of Rule 29.
- b) All amounts specified in this Appendix B are in Euro (EUR) and are exclusive of any applicable value added tax or other statutory charges.
- c) The version of this Appendix B in force at the time the *Referral* is received by the *Secretariat* shall apply for the duration of the *Proceedings*.

Fees of the Disciplinary Panel

- d) The *Chair* (whether sitting as a single adjudicator or chairing a three-member *Disciplinary Panel*) is entitled to a flat fee of EUR 3,000 per matter. This flat fee covers up to half a day of preparation, one day of hearing, and one day for drafting and issuing the decision.
- e) Each wing member of a three-member *Disciplinary Panel* is entitled to a flat fee of EUR 1,800 per matter. This flat fee covers up to half a day of preparation, one day of hearing, and providing feedback on the draft decision.
- f) Where the time reasonably spent by a member of the *Disciplinary Panel* on a matter exceeds the time covered by the flat fee under paragraph d) or e) (including, in particular, where the hearing extends beyond one day), an additional fee applies for each additional day, or part of a day, reasonably spent:
 - (i) EUR 1,200 per additional day for the *Chair*; and
 - (ii) EUR 600 per additional day for each wing member.
- g) A *Chair* appointed under Rule 18.1 is entitled to a flat fee of EUR 1,200 for their work under Rule 18. Where that *Chair* is subsequently appointed as *Chair* for the substantive matter under Rule 17.2, their work under Rule 18 is covered by the flat fee under paragraph d), and no fee under the first sentence is payable.
- h) Fees under paragraphs d) to g) are payable irrespective of the outcome of the *Proceedings* and are without prejudice to the *Disciplinary Panel's* power to make costs orders under Rule 29.

Administrative Fee of the Secretariat

- i) The *Secretariat's* fees for administering the *Proceedings* are charged on a time-spent basis, in accordance with the fee arrangements agreed between the *Secretariat* and *NADA*, provided that such fees shall not exceed:
 - (i) EUR 2,500 per matter heard by a single adjudicator;
 - (ii) EUR 3,000 per matter heard by a three-member *Disciplinary Panel*; and

(iii) EUR 1,250 per matter concerned solely with a *Provisional Suspension*.

- j) The hourly rates applied by the *Secretariat* are a matter for the arrangement between the *Secretariat* and *NADA* and are not published in this Appendix B.
- k) The *Secretariat* shall, on request, confirm to a party whether the fees charged in a specific matter have remained within the applicable cap under paragraph i).
- l) Where, in an individual case, the *Secretariat's* fees exceed the applicable cap under paragraph i) owing to the complexity of the case to which the *Athlete* or other *Person* has contributed or, in particular, owing to conduct of the *Athlete* or other *Person* inconsistent with the efficient conduct of the *Proceedings*, the *Disciplinary Panel* may, at its discretion, order the *Athlete* or other *Person* to bear all or part of the excess costs.

Other Costs

- m) The fees and expenses of any interpreter engaged in connection with the *Proceedings*, and the fees and expenses of any expert witness appointed or called, are charged as actually and reasonably incurred.
- n) Reasonable travel and accommodation costs of the members of the *Disciplinary Panel*, of any expert appointed by the *Disciplinary Panel*, and of any party or witness, are charged as actually and reasonably incurred, to the extent recoverable under Rule 29.

Costs orders

- o) The fees and costs set out in this Appendix B form the basis on which the *Disciplinary Panel* exercises its discretion under Rule 29 to order any party to pay all, or part, of the costs of the *Proceedings*.