



17TH ORDINARY **IBU** CONGRESS

17 SEP - 20 SEP 2026 | BERCHTESGADEN GER

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Dear Presidents, dear Secretaries General, dear Biathlon friends,

It is a pleasure to welcome you to the IBU Congress in Berchtesgaden, Germany.

As we gather for another historic Congress, one that will see us elect a new IBU Executive Board, we are taking another important step forward in our collective journey to realise our sport's significant potential. This will also be my last IBU Congress as President due to the term limits set by our Constitution, and it will be a proud moment to pass on the leadership, knowing we will be leaving our sport in strong hands.

The last two years have demonstrated the strength of biathlon and its continued rise around the world. Since the last Congress, we have enjoyed two incredible seasons, including unforgettable Olympic and Paralympic competitions this year where biathlon captured the imagination of millions and reinforced its position as the leading winter sport. As the first Paralympic Games where para biathlon fell under IBU's governance, it was a landmark moment for the sport and our commitment to biathlon for all. Across both of the last two seasons, we broke records in attendance and in digital and social engagement, reflecting the ever-growing interest in biathlon.

We also saw the launch of our inaugural Loop One Festival, born out of our continuous commitment to innovate our

sport and find new ways of engaging with existing and new audiences. The Festival proved a great success, attracting a new demographic of fan to biathlon and demonstrating how our sport fits within the broader entertainment landscape. We look forward to building on this success with an expanded second edition later this year.

There has also been continued progress on Target 2030 since this Congress approved it two years ago. Following the completion of Target 26 ahead of plan, the focus of Target 2030 is now on building further upon that foundation and moving closer to our overall objectives and strategic priorities. Indeed, we already have achieved one of those, by doubling our income. We will provide a full status update during this Congress.

Of course, this has also not been a period without its challenges, whether geopolitical or environmental. This is our reality and it is precisely why the IBU must continue to be proactive in improving and reforming, so that we remain well positioned to overcome these challenges and those still to come.

Even so, there is a huge amount to look forward to and we know there is so much more potential still to achieve. Another excellent World Cup season awaits us with the return of the World Championships in 2027, this time to Otepää,

which will be the biggest event ever held in Estonia. With our hosts, Hochfilzen and Oslo-Holmenkollen, decided for 2028 and 2029, we head into this next Olympic quadrennial with certainty and ambition – ready to build towards another incredible Olympic and Paralympic Games: French Alps 2030.

It is with great confidence that I hand over the leadership of this organisation at the conclusion of this Congress, trusting fully that our new Executive Board will guide us through this next chapter and ensure the best of biathlon is still ahead of us.

I wish you a pleasant stay in Berchtesgaden and a productive Congress.



A handwritten signature in blue ink, which appears to read 'Olle Dahlin'.

Olle Dahlin
IBU President

DATE	ACTION
18 May 2026	• Invitation sent to all National Federations
17 June 2026	• Deadline for registration of NF delegations
17 August 2026	• Congress Agenda and Handbook sent to the NF Members

Roll call and first announcement of voting strength of the NF Members

NO	NATIONAL FEDERATION	HEAD OF DELEGATION	OFFICIAL REGISTRATION
FULL MEMBERS			
01	ARG Argentina	Gastón FANTI	☒
02	ARM Armenia	Ara GRIGORYAN	☒
03	AUS Australia	David WINDSOR	☒
04	AUT Austria	Roswitha STADLOBER	☒
05	BEL Belgium	Philippe HECK	☒
06	BIH Bosnia and Herzegovina	Ljubisa TANIC	☒
07	BRA Brazil	Anders PETTERSSON	☒
08	BUL Bulgaria	Atanas FURNADSHIEV	☒
09	CAN Canada	Michael WALKER	☒
10	CHI Chile	Ricardo SANDOVAL	☒
11	CHN China	Wenge LI	☒
12	CRO Croatia	Lucian VUKELIĆ	☒
13	CYP Cyprus	Panagiotis SIAMPANIAS	☒
14	CZE Czechia	Libor VLCEK	☒
15	DEN Denmark	Christian BORCH	☒
16	ESP Spain	José Maria PEUS ESPAÑA	☒
17	EST Estonia	Tarmo KÄRSNA	☒
18	FIN Finland	Jaakko PUURULA	☒
19	FRA France	Pierre MIGNEREY	☒
20	GBR Great Britain	Elizabeth WINFIELD	☒
21	GEO Georgia	Mamuka Khabareli	☒
22	GER Germany	Bernhard EISENBICHLER	☒
23	GRE Greece	Georgios NIKITIDIS	☒

NO	NATIONAL FEDERATION	HEAD OF DELEGATION	OFFICIAL REGISTRATION
FULL MEMBERS			
24	GRL Greenland	Uiloq SLETTEMARK	☒
25	HUN Hungary	Krisztian KOROSSY	☒
26	IND India	Mohd DANISH	☒
27	IRL Ireland	Derek BOLGER	☒
28	ITA Italy	Massimo RINALDI	☒
29	JPN Japan	Junichi OGINO	☒
30	KAZ Kazakhstan	Manas USSENOV	☒
31	KGZ Kyrgyzstan	Baigazy KENZHEBAEV	☒
32	KOR Korea	Hyuck Yul LEE	☒
33	LAT Latvia	Viesturs DUMPIS	☒
34	LBN Lebanon	Freddy KEIROUZ	☒
35	LIE Liechtenstein		☐
36	LTU Lithuania	Arunas DAUGIRDAS	☒
37	MDA Moldova	Ilie BRIA	☒
38	MGL Mongolia	Odbayar ODONCHIMED	☒
39	MKD North Macedonia	Kocho KIRACA	☒
40	NED Netherlands		☐
41	NOR Norway	Arne HORTEN	☒
42	NZL New Zealand	<i>Not eligible to vote</i>	☒
43	POL Poland	Joanna BADACZ	☒
44	ROU Romania	Puiu GASPARI	☒
45	SLO Slovenia	Klemen FERJANCIC	☒
46	SUI Switzerland	Diego ZÜGER	☒
47	SVK Slovakia	Maros BADAN	☒

NO	NATIONAL FEDERATION	HEAD OF DELEGATION	OFFICIAL REGISTRATION
FULL MEMBERS			
48	SWE Sweden	Sofia DOMEIJ	☒
49	TPE Taipei	Vincent YANG	☒
50	TUR Türkiye	Volkan Burak MUMCU	☒
51	UKR Ukraine	Ivan KRULKO	☒
52	USA United States	Jack GIERHART	☒
53	UZB Uzbekistan	Anvar KURBANIYAZOV	☒

PROVISIONAL MEMBERS			
	AND Andorra		☐
	DOM Dominican Republic		☐
	ISL Iceland	Sigurdur HAUKSSON	☒
	LUX Luxembourg	Tom WINBOMONT	☒
	MAR Morocco	Hicham Ait OUARCHIKH	☒
	MEX Mexico	Carlos PRUNEDA	☒
	PRT Portugal	Pedro Flávio MARTINS	☒
	SRB Serbia	Igor STOJIC	☒
	THA Thailand	Taratip CHANTAWAT	☒

SUSPENDED MEMBERS			
	BLR Belarus		
	RUS Russia		

- 01** Opening and welcome by the IBU President
- 02** Confirmation of duly called Congress
- 03** Roll call and first announcement of voting strength of the NF Members
- 04** Adoption of the Agenda
- 05** Congress procedure, appointment of Election Committee, and appointment of tellers
- 06** Motions relating to NF Status
 - 6.1** NF Iceland
 - 6.2** NF Serbia
 - 6.3** NF Belarus and Russia
 - 6.4** Second announcement of voting strength
- 07** Receipt and approval of the annual reports of the Executive Board
 - 7.1** Activity Reports 2024/2025 and 2025/2026
 - 7.2** Strategic Plan Target 2030 Status Report
- 08** Presentation of the audited financial statements and the Auditors' report for the preceding two financial years
- 09** Discharge of the Executive Board for the financial years 2024/2025 and 2025/2026
- 10** Receipt and approval of the annual reports from the BIU Board including a report on vetting activities
 - 10.1** Presentation of the BIU Budget request
- 11** Approval of the members of the BIU Board
- 12** Confirmation of final Budget for 2026/2027 and the Budget frames for 2027/2028, 2028/2029 and 2029/2030
- 13** Appointment of the Audit Firm, on the recommendation of the Executive Board
- 14** Motions
 - 14.1** Motions proposing amendments to the Constitution
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- 15** Information from Organising Committees of upcoming events
 - 15.1** WCH Otepää 2027
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 - 15.4** OWG French Alps 2030
- 16** Appointment of the host of the Biathlon World Championships 2031
 - 16.1** Presentations of the candidates
 - 16.1.1** Kontiolahti, Finland
 - 16.1.2** Östersund, Sweden
 - 16.2** Motion for appointing the host of the Biathlon World Championships 2031
- 17** Election of the host of the Ordinary Congress 2028
 - 17.1** Presentations of the candidates
 - 17.1.1** Great Britain
 - 17.1.2** Greece
 - 17.2** Election of the Host
- 18** Elections
 - 18.1** Procedure for elections presented by the chair of the Election Committee
 - 18.2** Candidate presentation for President
 - 18.3** Election of the President
 - 18.4** Candidate presentation for Vice President
 - 18.5** Election of the Vice President
 - 18.6** Candidate presentation for Treasurer
 - 18.7** Election of the Treasurer
 - 18.8** Candidate presentations for Executive Board
 - 18.9** Election of the other Executive Board Members
 - 18.10** Election of the Members of the Technical Committee
- 19** IBU Honours
- 20** Other items and Closing

CONGRESS PROCEDURE

The Congress will be conducted in accordance with the IBU Constitution, the IBU Rules of Congress and the adopted agenda.

The Congress Chair will control the proceedings, maintain order and decide any points of order or other procedural matters in accordance with the applicable Rules.

The detailed election and electronic voting procedure will be presented by the Chair of the Election Committee when Congress reaches the Elections agenda item.

APPOINTMENT OF THE ELECTION COMMITTEE

Congress will be invited to appoint the BIU Board to act as the Election Committee for the 2026 elections.

For the conduct of the election session, the proposed Election Committee is:

Chair: Dr Tanja Haug

Member: Alex Marshall

Member: Greg McKenna

The BIU Board, acting as the Election Committee, will be responsible for the correct conduct of the elections.

When Congress reaches the elections agenda item, the Chair of the Election Committee will present the election procedure, including the electronic voting instructions and the requirements for a valid vote.

APPOINTMENT OF TELLERS

Congress will be invited to appoint the tellers on the proposal of the Executive Board.

The tellers will:

- assist with the distribution of electronic voting devices or paper ballots;
- check and monitor the voting system and the conduct of voting;
- count the votes confidentially together with the BIU Board acting as the Election Committee; and
- report any irregularity immediately.

The names of the proposed tellers will be presented to Congress for appointment.

6.1 NF Iceland**6.2** NF Serbia**6.3** NF Belarus and Russia**6.4** Second announcement of voting strength**FULL MEMBERSHIP APPLICATION: NATIONAL FEDERATION OF ICELAND (NF ISL)****Full Membership Requirements**

Status: The Icelandic Ski Association (NF ISL) has fulfilled the requirements for full membership as outlined in Article 6 of the IBU Constitution.

Timely Submission of Application

The application for full membership was submitted to the Executive Board within the timeframe required under the IBU Constitution.

Biathlon Activities

NF ISL has established a structured programme of national biathlon activities, including competitions and development initiatives across different age groups. The federation has demonstrated continuous efforts to promote and develop biathlon through regular national events, youth engagement activities, and participation in IBU development/Academy programmes.

The federation has actively supported the introduction of biathlon through Biathlon 4 All activities, school initiatives, and grass-roots programmes, contributing to sustainable growth of the sport in Iceland.

Infrastructure and Development Plans

NF ISL has provided detailed information regarding its existing training facilities and future development plans. The federation continues to invest in biathlon infrastructure and equipment, including laser and small-bore rifles, to expand participation and introduce new athletes to the sport.

Athletes and Coaching

NF ISL has provided information on its registered athletes, clubs, and coaching structure, including participation in IBU Academy education programmes.

Verification Visit

The Development Director, Dagmara Gerasimuk, conducted an official visit to Iceland to review the federation's activities, facilities, organisational structure, and development plans. The visit confirmed the information provided in the application.

Conclusion

Based on the submitted documentation and the findings of the on-site visit, NF ISL fulfils the requirements for the Full Membership of the International Biathlon Union. The federation has demonstrated sustainable development of biathlon, appropriate organisational capacity, and compliance with the requirements of Article 6 of the IBU Constitution.

6.1 NF Iceland

6.2 NF Serbia

- **6.2.1** Report on the EB decision to demote NF Serbia
- **6.2.2** Motion to confirm the EB decision

6.3 NF Belarus and Russia

6.4 Second announcement of voting strength

NF SERBIA

In December 2024, the BIU issued a Demand pursuant to Article 3.7 of Chapter E of the IBU Integrity Code to the Biathlon Union of Serbia (BUS) to submit financial accounts in relation to an investigation on governance issues. The BUS failed to comply with the Demand within the prescribed deadline and also following several reminders.

By letter dated 22 April 2026, the IBU Executive Board ("IBU EB") notified BUS of the ongoing proceedings concerning its failure to submit financial accounts in accordance with the IBU regulations. BUS was informed that the IBU EB was considering a demotion from full to provisional NF Member status pursuant to Articles 6.3.4, 8.1.4, A4.2.1.2 and A4.2.1.4 IBU Constitution, and was invited under Article A4.2.3.2 IBU Constitution to submit a written position within 21 days of receipt. No statement offering meaningful resolutions to the underlying issues was received from BUS within that period.

During the EB Meeting 179 on 9 July 2026, the IBU Executive Board after consideration of all relevant circumstances decided to demote the BUS to the status of provisional NF Member pursuant to Article A4.2.1.4(E)(iii) IBU Constitution, as it was of the opinion that the BUS breached its obligations under Article 6.3.4 and 8.1.4 of the IBU Constitution.

According to Article A4.2.2 IBU Constitution the IBU EB decided that BUS' demotion may be lifted if the following terms and conditions are cumulatively fulfilled:

- a. The BUS must comply with the BIU's demand for financial documentation in full;
- b. No potential violations of the IBU Rules committed by the BUS must be found by the BIU following a financial audit performed upon receipt of the documentation required to be provided according to BIU's demand; and
- c. The BIU must be satisfied BUS has complied with the mandatory NF Member Governance Framework.

6.1 NF Iceland**6.2** NF Serbia

- **6.2.1** Report on the EB decision to demote NF Serbia
- **6.2.2** Motion to confirm the EB decision

6.3 NF Belarus and Russia**6.4** Second announcement of voting strength**MOTION TO CONFIRM THE EB DECISION**

In this context, the IBU Executive Board is seeking Congress' support pursuant to Article A4.2.2 of the IBU Constitution by submitting the below motion:

“Confirm the demotion of the BUS to the status of provisional NF Member until the following terms and conditions are cumulatively fulfilled:

- a. The BUS must comply with the BIU's demand for financial documentation in full;
- b. No potential violations of the IBU Rules committed by the BUS must be found by the BIU following a financial audit performed upon receipt of the documentation required to be provided according to BIU's demand; and
- c. The BIU must be satisfied BUS has complied with the mandatory NF Member Governance Framework.”

The IBU Executive Board shall monitor the implementation of the conditions above and may provisionally lift the suspensions imposed until the next Congress if it considers in its absolute discretion that the above-mentioned conditions have been fulfilled by BUS. The IBU Executive Board shall report back to the Congress with recommendations whenever appropriate..”

6.1 NF Iceland**6.2** NF Serbia**6.3** NF Belarus and Russia

- **6.3.1** Report on the status of NF Belarus
- **6.3.2** Report on the status of NF Russia
- **6.3.3** Motion to confirm the EB monitoring mandate

6.4 Second announcement of voting strength**NF BELARUS AND RUSSIA**

Following the 15th Ordinary IBU Congress dated 15-18 September 2022, both these motions were adopted by Congress:

- 1) *Confirm the decision of the IBU Executive Board dated 1 March 2022 “not to allow the participation of any Russian or Belarusian athletes or officials at its international events until further notice including non-sports events organised by the IBU for its members”*
- 2) *Suspend the RBU and BiFB’s membership of the IBU until they demonstrate their full commitment to support and promote the Purposes and principles of the IBU, for example by clearly distancing themselves from the war in Ukraine and ensuring that none of their officials or athletes are actively involved in their national military and/or take any part in the war effort. The IBU Executive Board will monitor the implementation of the conditions above and may provisionally lift the suspensions imposed until the next Congress if it considers in its absolute discretion that the above-mentioned conditions have been fulfilled by RBU and/or BiFB. The IBU Executive Board shall report back to the Congress with recommendations whenever appropriate.*

During IBU Executive Board Meeting 175 held on 20-21 February 2025, the IBU Executive Board “appointed a monitoring group consisting of SG, Head of BIU, Franz Steinle and Nathalie Santer” (**the IBU Monitoring Group**) to support it in fulfilling its mandate to monitor the implementation of the reinstatement conditions.

6.1 NF Iceland**6.2** NF Serbia**6.3** NF Belarus and Russia

- **6.3.1** Report on the status of NF Belarus
- **6.3.2** Report on the status of NF Russia
- **6.3.3** Motion to confirm the EB monitoring mandate

6.4 Second announcement of voting strength**REPORT NF BELARUS STATUS**

The BiFB has been engaging in constructive discussions with the IBU and provided documentation as to highlight their potential compliance with the reinstatement conditions in July 2026. On 12 August 2026, the IBU Monitoring Group presented its conclusions to the IBU Executive Board regarding the BiFB's compliance with the reinstatement conditions. After carefully reviewing all information available the IBU Executive Board acknowledged that BiFB showed commitment to fulfil the

reinstatement conditions and took part in a productive exchange with the IBU Monitoring Group. However, at the time of the meeting on 12 August 2026 the IBU Executive Board concluded that the conditions defined by the 2022 Congress for lifting the suspension of the BiFB, i.e. *“to demonstrate its full commitment to support and promote the Purposes and principles of the IBU, for example by clearly distancing itself from the war in Ukraine and ensuring that none of their officials or athletes are*

actively involved in their national military and/or take any part in the war effort” have not yet been fulfilled. The Executive Board therefore concluded that, without further decision, the suspension decision of September 2022 remains in effect.

A further update on the developments in relation to the decision to suspend the BiFB will be provided during the 2026 Congress.

6.1 NF Iceland**6.2** NF Serbia**6.3** NF Belarus and Russia

- **6.3.1** Report on the status of NF Belarus
- **6.3.2** Report on the status of NF Russia
- **6.3.3** Motion to confirm the EB monitoring mandate

6.4 Second announcement of voting strength**REPORT NF RUSSIA STATUS**

The IBU received official communications from the RBU arguing it has been compliant with the reinstatement conditions, in particular on 17 June 2026 without supporting documentation. On 9 July 2026 the the IBU Monitoring Group and the IBU Executive Board discussed RBU's request and found after reviewing all information available that the conditions defined by

the 2022 Congress for lifting the suspension of the RBU, i.e. "to demonstrate its full commitment to support and promote the Purposes and principles of the IBU, for example by clearly distancing itsself from the war in Ukraine and ensuring that none of their officials or athletes are actively involved in their national military and/or take any part in the war effort" have not been

fulfilled. The Executive Board therefore concluded that, without further decision, the suspension decision of September 2022 remains in effect.

A further update on the developments in relation to the decision to suspend the RBU will be provided during 2026 Congress.

6.1 NF Iceland**6.2** NF Serbia**6.3** NF Belarus and Russia

- **6.3.1** Report on the status of NF Belarus
- **6.3.2** Report on the status of NF Russia
- **6.3.3** Motion to confirm the EB monitoring mandate

6.4 Second announcement of voting strength**MOTION TO CONFIRM EB MONITORING MANDATE**

In this context, the IBU Executive Board has decided to submit the following motion to the IBU Congress:

“Confirm the mandate of the IBU Executive Board in accordance with the 2022 Congress decision regarding the suspension of RBU and BiFB to monitor the implementation of the conditions defined by the 2022 Congress for lifting the imposed suspensions and to provisionally lift the suspensions imposed until the next Congress if the IBU Executive Board considers in its absolute discretion that the above-mentioned conditions have been fulfilled by RBU and/or BiFB”.

The reason underlying the above proposal is to ensure Congress’ support with respect to the IBU Executive Board current mandate to monitor any relevant developments regarding the suspension of the RBU and BiFB and to react accordingly.

6.1 NF Iceland

6.2 NF Serbia

6.3 NF Belarus and Russia

6.4 Second announcement of voting strength

7.1 Activity Reports 2024/2025
and 2025/2026

7.2 Strategic Plan Target 2030
Status Report



 [CLICK HERE TO OPEN THE REPORT](#)



 [CLICK HERE TO OPEN THE REPORT](#)

7.1 Activity Reports 2024/2025
and 2025/2026

7.2 Strategic Plan Target 2030
Status Report



 [CLICK HERE TO OPEN THE STATUS REPORT](#)

Presentation of the audited financial statements and the Auditors' report for the preceding two financial years

Financial Statements 2025/26

- Financial statements prepared in accordance with Austrian law, applicable accounting standards, and the IBU Constitution, applying the principle of prudence.
- Following a careful reassessment, the Executive Board (EBM176) confirmed the presentation of the IOC funds as a temporarily restricted reserve rather than a provision.

This accounting treatment was agreed with the external auditor and represents a return to the approach applied in earlier financial years.

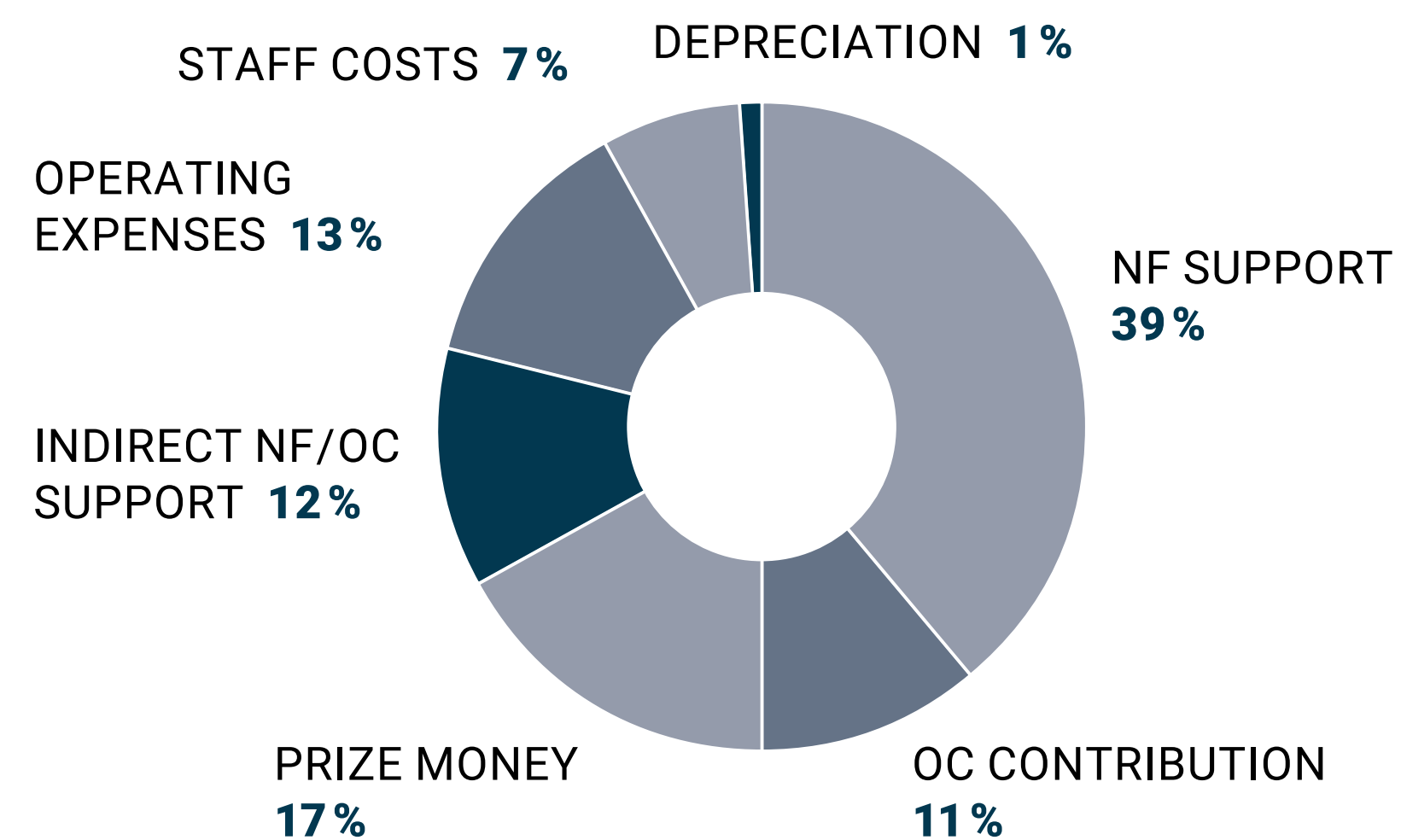
- The financial statements were audited by Crowe SOT GmbH, Vienna, in accordance with the applicable legal requirements and International Standards on Auditing (ISA), and received an unqualified audit opinion.

- Media and marketing revenues remained at a high level, broadly in line with the previous year. Total income increased to EUR 58 million, primarily due to the release of the remaining temporarily restricted reserve (IOC). An operating surplus of EUR 2.1 million was achieved.
- Financial investments generated EUR 2.4 million, marking the third consecutive year of strong investment per-

INCOME STATEMENT 2025/2026 – YEAR-ON-YEAR COMPARISON

	REVENUES / EXPENSES	FINANCIAL YEAR 2024/2025	FINANCIAL YEAR 2025/2026
	Total Income (incl. IOC)	€ 56,236,549	€ 58,009,881
	Total Expenses	- € 54,344,704	- € 55,913,536
30 Apr 26	Operating Surplus	€ 1,891,845	€ 2,096,345
	Impairment of Shares in IBU GmbH	€ 0	- € 3,190,000
	Other Financial Items	€ 2,556,182	€ 2,429,861
	Income Taxes	- € 281,481	- € 372,967
30 Apr 26	Annual Surplus	€ 4,166,547	€ 963,239
	Allocation to Restricted Reserves	- € 2,725,000	- € 1,569,000
	Accumulated Surplus	€ 2,656,137	€ 4,097,683
30 Apr 26	Balance Sheet Surplus	€ 4,097,683	€ 3,491,922

EXPENSES BY CATEGORY FINANCIAL YEAR 2025/26



Presentation of the audited financial statements and the Auditors' report for the preceding two financial years

formance. Including the result of IBU GmbH, recognized under the financial result as an investment in an affiliated entity, the overall financial result amounted to a loss of EUR 0,8 million.

- After income taxes, the annual surplus amounted to EUR 1 million.
- In accordance with the Congress decision requiring restricted reserves to be at least equal to the total expenditure of the respective financial year, EUR 1.6 million was allocated to restricted reserves. Together with the accumulated surplus brought forward from the previous year of EUR 4.1 million, the balance sheet surplus as at 30 April 2026 amounted to EUR 3.5 million.
- During 2025/26, the remaining balance of the temporarily restricted reserve was fully released. New IOC funds were received and allocated, resulting in a closing balance of EUR 2.5 million.

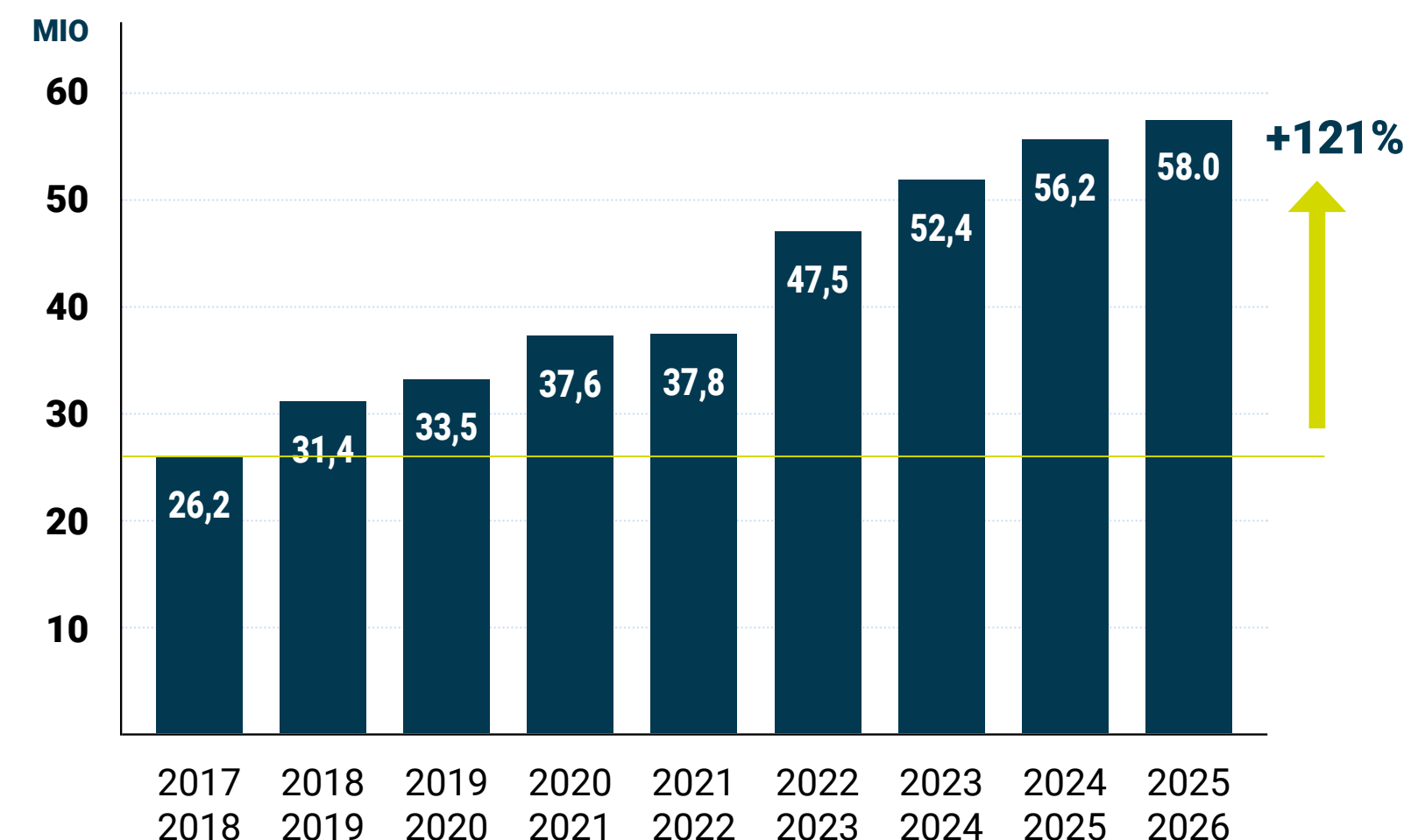
EB decisions Related to the Financial Statements 2025/26

- Following its decision (EBM179) to continue providing IBU GmbH with sufficient financial resources, the Executive Board resolved (EBM180) that EUR 3.2 million of funds already transferred to IBU GmbH be recognized as a long-term capital contribution and recorded as a capital reserve, confirming IBU GmbH as a long-term investment expected to generate future profits.
- The financial statements of IBU and IBU GmbH for the 2025/26 financial year were approved by the Executive Board (EBM180).

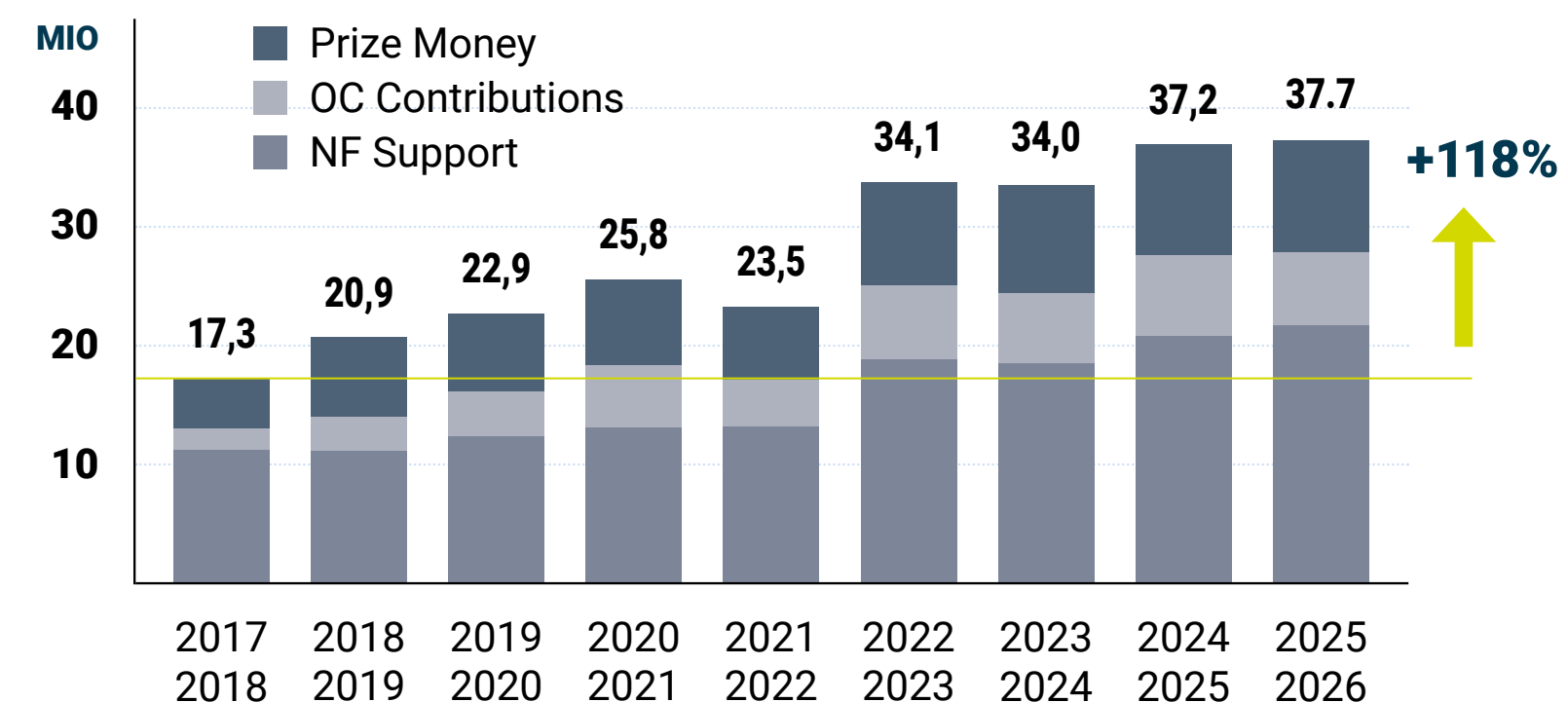
Long-Term Financial Development

The 2025/26 financial year continued the positive and stable development of recent years. Over the past nine years, income has increased by 121%, accompanied by growing financial support for National Federations and Organizing Committees, as well as higher Prize Money.

LONG-TERM INCOME DEVELOPMENT (MILLION €)



DEVELOPMENT OF NF SUPPORT, OC CONTRIBUTIONS AND PRIZE MONEY (MILLION €)





Crowe Audit Austria
Wirtschaftsprüfung GmbH
Operngasse 6/ 4. Etage
1010 Wien
Tel +43 1 3190490
Mail office@crowe.at
www.crowe.at
HG Wien, FN 267567g
UID-Nr. ATU 61990778

Long-form Audit Report
on the Financial Statements as of
April 30th, 2025

Die internationale Biathlon Union (IBU)
(TRANSLATION)

We draw attention to the fact that the English translation of this long-form audit report according to section 273 UGB (Austrian Company Code) is presented for the convenience of the reader only and that the German wording is the only legally binding version.

Report 122/2025
To the members of the Executive Board of
Die internationale Biathlon Union (IBU)
Anif

Partner Dr. Anton Schmidl • Mag. Andreas Maier • Kathrin Propprentner, MSc. • Maximilian Schmidl, LL.M., MSc. **Wien** • Eisenstadt • Klagenfurt • Innsbruck

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Die internationale Biathlon Union (IBU)
Long-form Audit Report on the Financial Statements as of April 30th, 2025

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To the members of the Executive Board of
Die internationale Biathlon Union (IBU)
Anif

We have completed the audit of the financial statements as of April 30th, 2025 of

Die internationale Biathlon Union (IBU)

Anif

(referred to as "the Association")

and **report** on the result of our audit as follows:

1. Audit contract and performance of the engagement

At the ordinary congress of IBU, we were elected and appointed as auditor pursuant to Section 22 (2) VerG for the fiscal year 2025. Pursuant to Section 22 (2) VerG, the auditor must in this case also assume the duties of auditor of association's accounts („Rechnungsprüfer”).

The association, represented by the executive board, concluded a contract with us for the audit of the annual financial statements as at April 30th 2024 including the accounting as well as the audit of association's accounts („Rechnungsprüfung“).

The audited association is a large association within the meaning of the Austrian Code of Associations (VerG). For associations of this size category, the accounting provisions of Section 22 (2) Ver Gare applicable, applying by analogy the provisions of the Austrian Company Code (UGB).

The audit is a statutory audit.

Our audit work complies with the principles specified in § 269 ff UGB and with the additional requirements set forth in the Austrian Code of Associations. The audit includes assessing whether the statutory requirements concerning the preparation of the financial statements and additional regulations as stipulated in the articles of association were adhered to. An auditor conducting an audit obtains reasonable assurance about whether the financial statements are free from material misstatement. Absolute assurance is not attainable due to the inherent limitations of any accounting and internal control system and due to the

sample-based test nature of an audit, there is an unavoidable risk that material misstatements in the financial statements remain undetected. Areas which are generally covered in special engagements were not included in our scope of work.

The assurance as an auditor of association's accounts („Rechnungsprüfer“) includes assessing whether financial conduct was appropriate in all material aspects and the funds were used in accordance with the articles of association. We are required to report on any identified accounting deficiencies or risks which could pose a threat to the association's ability to continue as a going concern an pay special attention to unusual revenues an expenses, particularly any cases of self-dealing.

The audit as of April 30th, 2024 was performed by another auditor.

We conducted our audit in accordance with the **legal requirements and generally accepted standards on auditing** as applied in Austria. These standards require that we comply with International Standards on Auditing. An auditor conducting an audit obtains reasonable assurance about whether the financial statements are free from material misstatement. Absolute assurance is not attainable due to the inherent limitations of any accounting and internal control system and due to the sample-based test nature of an audit, there is an unavoidable risk that material misstatements in the financial statements remain undetected. Areas which are generally covered in special engagements were not included in our scope of work.



We performed the audit, with interruptions, **from** April 2025 **to** June 2025. The audit was substantially completed at the date of this report.

The **audit partner** responsible for the proper performance of the engagement is Mr. Anton Schmidl, Austrian Certified Public Accountant.

Our audit is based on the audit contract concluded with the Association. The „General Conditions of Contract for the Public Accounting Professions“ issued by the Austrian Chamber of Auditors and Tax Advisors (refer to Appendix IV) form an integral part of the audit contract. These conditions of contract do not only apply to the association and the auditor, but also to third parties. Section 275 UGB and Section 24 (4) VerG apply with regard to our responsibility and liability as auditors towards the association and towards third parties.

2. Breakdown and description of significant items in the financial statements

The breakdown and description of all significant financial statement items are included in the notes to the financial statements. Therefore, we refer tot he respective disclosures made by the management in the notes tot he financial statements.

3. Summary of audit findings

3.1. Compliance of the accounting system and the financial statements

During our audit, we obtained evidence that the statutory requirements as well as the regulations set forth in the Associations' articles of association and generally accepted **accounting principles** in Austria have been complied with.

In line with our risk and controls-based audit approach and to the extent we considered necessary for the purpose of expressing an opinion, we considered internal controls related to sub processes of the financial reporting process as part of our audit.

With regard to the compliance of the **financial statements** with all applicable statutory requirements we refer to the auditor's report.

3.2. Information provided

The association's legal representatives provided all evidence and explanations requested by us. We obtained a representation letter signed by the legal representatives.

The previous auditor granted access to relevant information about the audited association.

3.3. Reporting in accordance with section 273 par. 2 and 3 UGB (Austrian Company Code) (exercising the duty to report)

During our audit we did not note any facts which indicate there could be substantial doubt about the Associations' ability to continue as a going concern, or which indicate a material deterioration of the Association's performance or a material offence of the Association's legal representatives or its employees against Austrian law or the association's articles of association. We did not note any material weaknesses in the internal controls over the financial reporting process. The financial statements do not meet the requirements for the assumed need of reorganization in accordance with section 22 par. 1 subsec. URG (Austrian Corporate Restructuring Act).

4. Auditors Report

Report on the Financial Statements

Audit opinion

We have audited the financial statements of **Die internationale Biathlon Union (IBU), Anif** These financial statements comprise the statement of financial position as of April 30th, 2025 with an equity of EUR 64.602.683,15, the income statement for the fiscal year then ended and the notes.

Based on our audit the accompanying financial statements were prepared in accordance with the legal regulations and present fairly, in all material respects, the assets and the financial position of the association as of April 30th, 2025 and its financial performance for the year then ended in accordance with the legal requirements set forth in the VerG (Austrian Code of Associations) and, by analogy, the requirements of the Austrian Company Code (UGB)

Basis for Opinion

We conducted our audit in accordance with Austrian Standards on Auditing. Those standards require that we comply with International Standards on Auditing (ISAs). Our responsibilities under those regulations and standards are further described in the "Auditor's Responsibilities for the Audit of the Financial Statements" section of our report. We are independent of the Association in accordance with the Austrian General Accepted Accounting Principles and professional requirements and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained until the date of this auditor's report is sufficient and appropriate to provide a basis for our opinion by this date.

Responsibilities of management and Executive Board for the financial statements

Executive Board is responsible for the preparation of the financial statements in accordance with Austrian Generally Accepted Accounting Principles, for them to present a true and fair view of the assets, the financial position and the financial performance of the Association and for such internal controls as Executive Board determines are necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, Executive Board is responsible for assessing the Association's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Association or to cease operations, or has no realistic alternative but to do so.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with International Standards on Auditing will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Austrian Standards on Auditing, which require the application of ISAs, we exercise professional judgment and maintain professional skepticism throughout the audit.

We also:

- identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Association's internal control.
- evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Association's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Association to cease to continue as a going concern.
- evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

Wien, June 26th, 2025



Dr. Anton Schmidl
Wirtschaftsprüfer

Kathrin Proprentner, MSc
Wirtschaftsprüferin

Please refer to the German version of the Congress Handbook for the signed copy.

This report is a translation of the original report in German, which is solely valid. Publication or sharing with third parties of the financial statements together with our auditor's opinion is only allowed if the financial statements and the management report are identical with the German audited version. This audit opinion is only applicable to the German and complete financial statements with the management report. Section 281 par. 2 UGB (Austrian Company Code) applies to alternated versions.



5. Report on the audit of association's accounts („Rechnungsprüfung)

Conclusion

Based on the procedures performed by us for the financial year as of April 30th, 2025, the association's accounting was appropriate in all material aspects and the association's funds have been used in accordance with the statutes; no unusual income or expenditure, in particular for self-dealings, was identified.

Executive Board's responsibility for the financial conduct

Executive Board is responsible for the appropriate financial conduct of the association and for the usage of the funds in accordance with the statutes. Executive Board is also responsible to establish an accounting system appropriate for the requirements of the association and for the timely and adequate recognition of the association's financial position.

Auditor's responsibility and description of the method and scope of the assurance

Our assignment is to state whether, based on our procedures performed, the accounting system and the financial conduct are appropriate in all material respects and whether the association's funds were used in accordance with the statutes. We are required to report on any identified accounting deficiencies or risks which could pose a threat to the association's ability to continue as a going concern and pay special attention to unusual revenues and expenses, particularly any cases of self-dealing.

Our engagement was conducted in conformity with laws and regulations applicable in Austria and with Austrian Standards for independent assurance engagements. These standards require us to comply with our professional requirements, and to plan and perform the engagement to enable us to express a conclusion with reasonable assurance, taking materiality into account.

The selection of the audit procedures depends on the auditor's judgement, including the assessment of the risks of material misstatement whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the association's accounting system to design procedures that are appropriate in the circumstances but not for the purpose of expressing an independent assurance conclusion on the effectiveness of the association's internal control. The funds are used in accordance with the statutes, if the funds are used for the fulfillment of the objectives of the association, particularly

to finance the activities necessary for the realization of the association's purpose. The assessment of the economy and efficiency of the management was not subject to the audit.



In our opinion, the evidence we have obtained is sufficient and appropriate to provide a basis for our independent assurance conclusion.

The procedures we performed do not constitute an audit or a review. Our engagement did not focus on the reveal and the clarification of illegal acts (such as fraud), nor did it focus on assessing the efficiency of management.

Wien, June 26th 2025



Dr. Anton Schmidl
Wirtschaftsprüfer

Kathrin Proprentner, MSc
Wirtschaftsprüferin

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Balance Sheet as of 30.04.2025
International Biathlon Union (IBU)

ASSETS

LIABILITIES AND NET ASSETS

	Financial Year Euro	Prior Year Euro		Financial Year Euro	Prior Year Euro
A. Fixed Assets			A. Association Net Assets		
I. Intangible Fixed Assets			I. Restricted Reserves		
1. Software and Brand	447.303,68	661.762,23	1. Restricted Reserves according to Congress	54.345.000,00	51.620.000,00
II. Property, Plant and Equipment			2. Temporarily Restricted Reserves	<u>6.160.000,00</u>	<u>10.460.000,00</u>
1. Investments in Third-Party Premises	125.082,12	147.893,17		60.505.000,00	62.080.000,00
2. Equipment	637.164,57	505.194,98	II. Balance Sheet Surplus	4.097.683,15	2.656.136,54
3. Assets Under Construction	<u>0,00</u>	<u>15.768,00</u>	- of which Accumulated Surplus/Deficit		
	762.246,69	668.856,15	Euro 2.656.136,54 (Euro -2.355.882,33)		
III. Financial Assets			Total Association Net Assets	64.602.683,15	64.736.136,54
1. Shares in Affiliated Companies	100.000,00	0,00	B. Provisions		
2. Securities	<u>58.913.749,72</u>	<u>54.302.160,55</u>	1. Other Provisions	2.894.473,56	2.373.744,95
	59.013.749,72	54.302.160,55			
Total Fixed Assets	60.223.300,09	55.632.778,93	C. Liabilities		
B. Current Assets			- of which due within one year Euro 2.041.825,36		
I. Receivables and Other Assets			(Euro 1.816.132,99)		
1. Accounts Receivable	596.373,04	450.619,99	1. Advance Payments Received	10.936,80	0,00
2. Other Receivables	<u>556.065,33</u>	<u>343.078,84</u>	- of which due within one year		
	1.152.438,37	793.698,83	Euro 10.936,80 (Euro 0,00)		
II. Cash, Bank Accounts	7.912.954,18	12.227.151,06	2. Accounts Payable	1.873.153,49	1.694.609,32
			- of which due within one year		
Total Current Assets	9.065.392,55	13.020.849,89	Euro 1.873.153,49 (Euro 1.694.609,32)		
C. Prepaid Expenses			3. Other Liabilities	<u>157.735,07</u>	<u>121.523,67</u>
1. Other Prepaid Expenses	328.480,05	368.504,41		2.041.825,36	1.816.132,99
			- of which Taxes Euro 61.299,74		
			(Euro 58.011,86)		
			- of which relating to Social Security		
			Euro 67.227,53 (Euro 60.728,97)		
			- of which due within one year		
			Euro 157.735,07 (Euro 121.523,67)		
			D. Deferred Income	78.190,62	96.118,75
Total Assets	69.617.172,69	69.022.133,23	Total Liabilities	69.617.172,69	69.022.133,23

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Congress Handbook for the signed copy.

Statement of Income and Expenditure from 01.05.2024 to 30.04.2025

International Biathlon Union (IBU)

	Financial Year Euro	Prior Year Euro
1. Revenues	51.588.134,30	47.822.056,16
2. Other Operating Income		
a) Income from Disposal of Items of Fixed Assets with Exception of Financial Assets	24.385,00	120,00
b) Income from Reversal of Provisions	57.785,74	57.839,78
c) Other	<u>266.244,44</u>	<u>214.907,60</u>
	348.415,18	272.867,38
3. Contributions to National Federation and Sports		
a) Contributions to National Federation and Sports	43.735.671,54	41.457.292,33
4. Staff and Management		
a) Staff Costs and Management Expenses	2.653.745,93	2.391.329,81
b) Social Expenses	<u>824.937,73</u>	<u>666.860,21</u>
	3.478.683,66	3.058.190,02
- of which Expenses for Severance Pay		
Euro 202.348,64 (Euro 106.578,09)		
- of which Social Security, Post Employment and Other		
Employee Benefit Costs Euro 598.116,46 (Euro 542.844,88)		
5. Depreciation and Amortization	752.298,86	866.150,38
6. Other Operating Expenses	<u>6.378.050,32</u>	<u>5.050.868,53</u>
7. Operating Deficit (Before Interest and Taxes)	2.408.154,90-	2.337.577,72-
8. Income from Securities and Interests Earned	1.024.214,96	1.134.548,22
9. Income from the Sale of and Addition to Securities	1.531.967,51	3.217.867,74
10. Interest and Similar Expenses	<u>0,00</u>	<u>586,63</u>
11. Financial Result	<u>2.556.182,47</u>	<u>4.351.829,33</u>
12. Surplus Before Taxes	148.027,57	2.014.251,61
13. Taxes on Income	281.480,96	302.232,74
14. Deficit/Surplus After Taxes	133.453,39-	1.712.018,87
15. Release of Temporarily Restricted Reserves	4.300.000,00	4.300.000,00
16. Annual Surplus	4.166.546,61	6.012.018,87
17. Allocation to Restricted Reserves	2.725.000,00	1.000.000,00
18. Accumulated Surplus/Deficit	<u>2.656.136,54</u>	<u>2.355.882,33-</u>
19. Balance Sheet Surplus	<u>4.097.683,15</u>	<u>2.656.136,54</u>

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Notes to the Financial Statements for the Financial Year 2024/2025

1. Accounting and Valuation Principles

1.1. General Principles

The Financial Statements were prepared under the Generally Accepted Accounting Principles, giving a true and fair view of the associaton's financial position.

The explanations of the items in the Balance Sheet and the Statement of Income and Expenditure as well as the accounting and valuation methods applied are made in accordance with the general standard of the Austrian Commercial Code (UGB).

The principle of completeness was applied at preparation of the Financial Statements.

The evaluation of assets and liabilities was carried out considering the principle of individual items valuation and the going concern concept.

The principle of prudence was considered by showing only the realized gains at balance sheet date. All recognizable risks and possible future losses arisen in the fiscal year were taken into account.

However, not only due to sufficient equity reserves, from today's perspective Executive Board assumes that the continued existence of the IBU ("Going Concern") is secured, both from a liquidity and profitability point of view.

In 2020, non-profit tax-exempt status of the IBU was confirmed by the Ministry of Finance for the years 2020-2024. The issuance of a new certificate confirming the IBU's tax-exempt status is, based on IBU's current status as an international non-governmental organization, not provided under the Austrian law "Amtssitzgesetz" (ASG). This means that the current status as a non-profit association is derived from the general provisions of Federal Tax Code (BAO).

1.2. Fixed Assets

Intangible Fixed Assets

Intangible assets are valued at acquisition cost reduced by straight-line depreciation.

Scheduled depreciation is based on the following useful lives:

Intangible assets	Useful life
Software	3
Website	3 - 5
Brand	10

Property, Plant and Equipment

Fixed assets are valued at acquisition or manufacturing cost reduced by straight-line depreciation. For calculating the depreciation, the following methods are used:
The systematic depreciation is calculated on a straight-line basis over their expected useful life (depreciation periods are shown together with the details to the respective items in the following). Certain low value assets up to EUR 1,000 each are completely written off in the year of acquisition. Assets acquired in the first half of a financial year are depreciated by an annual depreciation and additions to assets in the second half of a financial year are depreciated by semi-annual depreciation. Impairment losses are recognized at the reporting date if impairment is expected to be permanent. Impairment losses have been recognized.

Scheduled depreciation is based on the following useful lives:

Fixed assets	Useful life
Investments in Third-Party Premises	10
Equipment	3 - 10
Vehicles	5

For assets under construction, no depreciation is calculated until completion of the asset. Extraordinary depreciation is considered if the fair value is lower than the book-value.

Financial Assets

Financial assets are valued at acquisition cost or at the lower market value. Distribution-equivalent income increases the acquisition cost of a fund share.

Impairment losses are recognized at the reporting date if the market value at reporting date is lower than acquisition cost, irrespective if the impairment is expected to be permanent or not. If, in a later financial year, it becomes apparent that the reasons for the impairment no longer exist, the amount of the depreciation will be credited to the extent of the increase in value.

1.3. Current Assets

Receivables

Accounts receivable are valued at their nominal value. Recognizable risks are considered by individual allowances.

Cash and Cash Equivalents

The evaluation is made at nominal value.

1.4. Provisions

Other Provisions

Other provisions are made for all other uncertain liabilities. In accordance with the prudence principle all foreseeable risks during the preparation of the financial statements were provided for with the most probable value based on sound business judgment.

1.5. Liabilities

Liabilities are valued at settlement value.

If the current value at closing date is higher than the amount repayable, the higher current value is accounted for.

1.6. Foreign Currency Translation

Foreign currency receivables are converted using the exchange rate at the date of initial recognition or at balance sheet date if lower.

Foreign currency liabilities are converted using the exchange rate of initial recognition or at balance sheet date if higher.

1.7. Changes in accounting and valuation principles of current and previous year

There is a change of the following accounting/valuation principles compared to prior year:
In previous year, a provision was created from the income from the Olympic Games, which was released on an ongoing basis. It was a provision for future contributions to national federations and sports.
Since there is no obligation towards third parties, nor any internal obligation, no provision can be made, and a reclassification to equity will take place. To be in line with the true and fair view, the provision of EUR 6,160,000 (previous year: EURk 10,460) was reclassified as a temporarily restricted reserve as at 30 April 2024 and 30 April 2025. The reserve will be reversed in accordance with the approved yearly budget.

2. Details and Explanations to Certain Items of the Balance Sheet and the Statement of Income and Expenditure

2.1. Explanations to Certain Items of the Balance Sheet

Fixed Assets

The development of fixed assets and details to the depreciation are shown in the attached schedule (Appendix 1).

Intangible Fixed Assets

The additions and transfers in the financial year relate to extension of software licences and investments in homepage and IBU app.

Property, Plant and Equipment

The additions in the financial year relate to office and IT equipment .

Financial Assets

Shares in Affiliated Companies

The addition concerns the capital contribution to the newly founded 100% subsidiary IBU Event and Marketing GmbH.

	2025-04-30	2024-04-30
Securities	EUR	EURk
Securities Spängler Bank	80,951	78
Securities Schelhammer Capital Bank	33,072,673	30,029
Securities Liechtensteinische Landesbank	20,002,954	19,158
Securities Salzburger Sparkasse Bank	3,027,728	2,506
Securities Schelhammer Capital Bank	2,729,443	2,532
	58,913,750	54,302

The calculation of the values as stated in the fixed assets schedule is computed as follows:

The immediate write-off of low-value assets (below EUR 1,000) is included in the depreciation of the current year, but is deducted from the accumulated depreciation and stated separately again under column "additions" and "disposals".

In financial year 2024/25 additions of financial assets amounted to EUR 1,270,825 (previous year: EURk 3,155).

Accounts Receivable and Other Assets

	Total	thereof residual term up to 1 year
Receivables and Other Assets	EUR	EUR
Accounts Receivable	596,373	596,373
PY in 1000	451	451
Other Receivable	556,065	556,065
PY in 1000	343	343
Total Receivables	1,152,438	1,152,438
PY in 1000	794	794

As of 30th April 2025 the IBU discloses receivables against RBU in the amount of EUR 329,602 (previous year: EURk 302) and payables in the amount of EUR 203,045 (previous year: EURk 203). For the net receivables (balance) an impairment of 50% is considered.

	2025-04-30	2024-04-30
RBU	EUR	EURk
Receivables	329,602	302
Payables	-203,045	-203
Net Balance	126,557	99
Impairment	-63,278	-49
Net Balance after Impairment	63,278	49

The following items are included in the balance sheet item "Other Receivables":

	2025-04-30	2024-04-30
	EUR	EURk
Membership Fees	1,350	2
less Allowance	0	0
Creditors with Debit Accounts	4,578	13
Prepayment	312,882	157
Other	237,256	171
	<u>556,065</u>	<u>343</u>

The balance sheet item "Other Receivables" contains revenues of EUR 550,137 (previous year: EURk 328) which affect payment only after balance sheet date.

Cash and Cash Equivalents

	2025-04-30	2024-04-30
	EUR	EURk
Cash	<u>2,051</u>	<u>3</u>

Bank Accounts

	2025-04-30	2024-04-30
	EUR	EURk
Bank Accounts	<u>7,910,903</u>	<u>12,224</u>

Prepaid Expenses

	2025-04-30	2024-04-30
	EUR	EURk
Prepaid Expenses	<u>328,480</u>	<u>369</u>

Association Net Assets

	2025-04-30	2024-04-30
	EUR	EURk
Restricted Reserves according to Congress	<u>54,345,000</u>	<u>51,620</u>
Temporarily Restricted Reserves	6,160,000	10,460
Balance Sheet Surplus	<u>4,097,683</u>	<u>2,656</u>
	<u>64,602,683</u>	<u>64,736</u>

	EUR
Balance Sheet Surplus as at 2024-05-01	<u>2,656,137</u>
Allocation of Restricted Reserves according to Congress	-2,725,000
Release of Temporarily Restricted Reserves	4,300,000
Annual Deficit from 2024-05-01 to 2025-04-30	<u>-133,453</u>
Balance Sheet Surplus as at 2025-04-30	<u>4,097,683</u>

The balance sheet surplus of EUR 4,097,683 shall be carried forward to new account.

Restricted reserves are increased by EUR 2,725,000.

	2024-05-01	Allocation	Release	2025-04-30
	EURk	EURk	EURk	EURk
Restricted Reserves according to Congress	<u>51,620</u>	<u>2,725</u>	<u>0</u>	<u>54,345</u>

Provisions

Other provisions changed as follows:

	Status			Allocation/Re- classification	Status
	2024-05-01 EUR	Usage EUR	Cancellation EUR	EUR	2025-04-30 EUR
Other Provisions					
Accrued Vacation Days	133,361	133,361	0	137,755	137,755
Accrued Compensatory Time	49,849	49,849	0	53,511	53,511
13 th and 14 th month Salary	144,773	144,773	0	155,555	155,555
Accrued Bonus	57,030	57,030	0	58,110	58,110
Accrued External Advisory	75,850	6,388	19,462	402,000	452,000
Audit Fees	56,600	56,160	440	59,870	59,870
Doping Control Expense	69,875	50,749	16,726	65,000	67,400
Others	1,786,406	1,317,585	21,818	1,463,270	1,910,273
	2,373,745	1,815,896	58,446	2,395,071	2,894,474

The external audit fee for current year's audit of financial statements amounts to EUR 29,870 (previous year: EURk 28).

The increase of the provision for external advisory mainly relates to the expected costs from open legal disputes of the Biathlon Integrity Unit (BIU) in the amount of EUR 330,000.

Liabilities

Liabilities	Total	thereof residual term up to 1 year
	EUR	EUR
Advance Payments Received	10,937	10,937
PY in 1000	0	0
Accounts Payable	1,873,153	1,873,153
PY in 1000	1,695	1,695
Other Liabilities	157,735	157,735
PY in 1000	122	122
<i>thereof Taxes</i>	61,300	61,300
<i>PY in 1000</i>	58	58
<i>thereof for Social Security</i>	67,228	67,228
<i>PY in 1000</i>	61	61
Total Liabilities	2,041,825	2,041,825
PY in 1000	1,816	1,816

Accounts payable include:

	2025-04-30	2024-04-30
	EUR	EURk
National Federations	550,979	728
Other	1,322,174	967
	1,873,153	1,695

The balance sheet item "other liabilities" contains expenditure of EUR 157,735 (previous year: EURk 122) which affect payment only after balance sheet date.

No liabilities are secured by property.

Deferred Income

	2025-04-30	2024-04-30
	EUR	EURk
Deferred Income	78,191	96

This position contains grants for different projects that have been received in financial year 2024/2025 or previous years. The grants are accrued as deferred income and in further succession released to income in the following financial years according to project time schedule.

Obligations arising from the use of Property, Plant and Equipment not shown in the Balance Sheet

The obligations under rental agreements will amount to EUR 480,374 in the financial year 2025/2026 (previous year: EURk 396) and in the following five financial years to EUR 2,390,218 (previous year: EURk 1,978).

Other Contingencies and Obligations

There is a bank guarantee in favour of the lessor of IBU's premises amounting to EUR 69,810 instead of providing a cash deposit to the lessor. In addition, there is a bank guarantee in favour of the provider of various corporate credit cards amounting to EUR 60,000.

2.2. Explanations to Certain Items of the Statement of Income and Expenditure

Revenues

	2024/2025	2023/2024
	EUR	EURk
Membership Fee	17,700	17
Ordinary Revenues	49,305,000	43,905
Other Revenues	2,265,434	3,900
	51,588,134	47,822

Ordinary revenues include revenues from TV broadcasting rights and advertising.

Other revenues include amongst other topics revenues from IOC sports development, IOC/OC revenues and reimbursements of expenditures.

Other Operating Income

Other operating income particularly contains reimbursements and exchange rate differences.

Contributions to National Federations and Sports

	2024/2025	2023/2024
	EUR	EURk
Support of National Federations	12,430,213	11,312
Prize Money	9,387,900	9,222
Contribution to IBU Events	6,890,101	6,016
Contributions to National Fed. for Participation	8,097,150	6,972
Doping Control Expense	934,222	739
Other	5,996,085	7,196
	43,735,672	41,457

Contribution to IBU events and Support of National Federations includes additional compensation for the increase of living cost as a result of the high increase in inflation.

Personnel Expense

	2024/2025	2023/2024
	EUR	EURk
Staff Costs and Management Expenses	2,653,746	2,391
Social Expenses	824,938	667
	3,478,684	3,058

The remuneration of Secretary General amounts to EUR 366,584 (previous year: EURk 386) including non-wage labour costs.

Average Number of Employees

	2024/2025	2023/2024
Employees IBU	27	28
Employees BIU	5	4
	32	32

In the financial year 2024/2025, an average of 29 full-time equivalents (FTEs) (previous year: 29) were employed, thereof 4 (previous year: 3) within BIU.

Other Operating Expenses

	2024/2025	2023/2024
	EUR	EURk
Consultants and Lawyers	1,590,438	1,219
Public Relations	1,547,049	1,229
Travel Costs	294,719	281
Safe Custody Fee	2,879	2
Rental Expense	956,034	707
Office Supplies	334,270	218
Other	1,652,662	1,393
	6,378,050	5,051

Office supplies contain particularly IT expenses, translation fees and license fees.

Other operating expenses include building maintenance, leasing fees for vehicles and insurance.

Remuneration of IBU President

The remuneration of IBU President, that is shown in other operating expense, amounts to EUR 120,000 (previous year: EURk 120).

Other Interest and Similar Income

This position comprises distribution-equivalent income and rebates from securities account of EUR 718,593 (previous year: EURk 870) and will be earmarked for future increases in restricted reserves.

Income from Sale of and Addition to Securities

This position comprises realised income and expenditure from sale of the financial assets.

Expenses for Securities

In this position valuation effects including foreign exchange effects for financial assets are shown.

3. Other Mandatory Declarations

The financial statements have been prepared based on the respective laws and regulations.

Balance sheets, statements of income and expenditure and notes comply with legal requirements and give a true and fair view of the financial position in accordance with Austrian Generally Accepted Accounting Principles.

The IBU is a large association ("großer Verein") under Par. 22 VerG.

No loans or advance payments were granted to Executive Board and General Secretary.

Information about the Members of the Executive Board

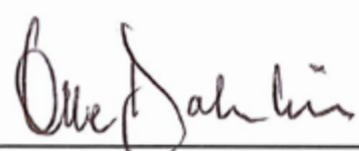
The Executive Board of the IBU in financial year 2024/25 consists of the following members:

- Olle Dahlin, President
- Jiri Hamza, Vice President
- Christian Scherer, Treasurer
- Tore Boygard, Executive Board Member
- Ekaterina Dafovskaja, Executive Board Member
- Tim Farcnik, Executive Board Member
- Fabien Saguez, Executive Board Member
- Nathalie Santer, Executive Board Member
- Franz Steinle, Executive Board Member
- Lena Haecki-Gross, Athletes' Committee Representative with voting rights
- Max Cobb, Secretary General (without right to vote)

Events Subsequent to Balance Sheet Date

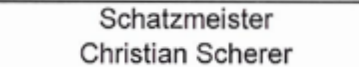
After the balance sheet date no material subsequent events occurred which have not been included in balance sheet or statement of income and expenditure.

Anif, am 26. Juni 2025

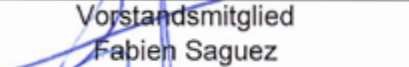

Präsident
Olle Dahlin

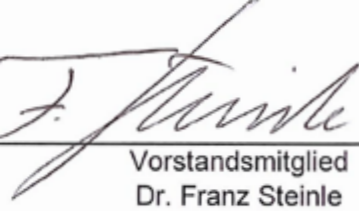
26. Juni 2025

Vizepräsident
Jiri Hamza


Schatzmeister
Christian Scherer


Vorstandsmitglied
Tore Boygard


Vorstandsmitglied
Fabien Saguez


Vorstandsmitglied
Dr. Franz Steinle


Vorstandsmitglied
Ekaterina Dafovskaja

Stimmberechtigte Vertreterin des
Athletenkomitees
Lena Haecki-Gross

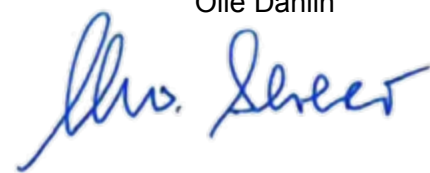

Vorstandsmitglied
Tim Farcnik


Vorstandsmitglied
Nathalie Santner


Generalsekretär
Max Cobb

Anif, am 26. Juni 2025

Präsident
Olle Dahlin



Schatzmeister
Christian Scherer

Vorstandsmitglied
Fabien Saguez

Vorstandsmitglied
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Tore Boygard

Vorstandsmitglied
Dr. Franz Steinle

Stimmberechtigte Vertreterin des
Athletenkomitees
Lena Haeck-Gross

Vorstandsmitglied
Nathalie Santner

Anif, am 26. Juni 2025

Präsident
Olle Dahlin

Schatzmeister
Christian Scherer

Vorstandsmitglied
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Vorstandsmitglied
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Vorstandsmitglied
Tim Farnik

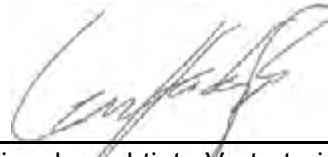
Generalsekretär
Max Cobb

Vizepräsident
Jiri Hamza

Vorstandsmitglied
Tore Boygard

Vorstandsmitglied
Dr. Franz Steinle

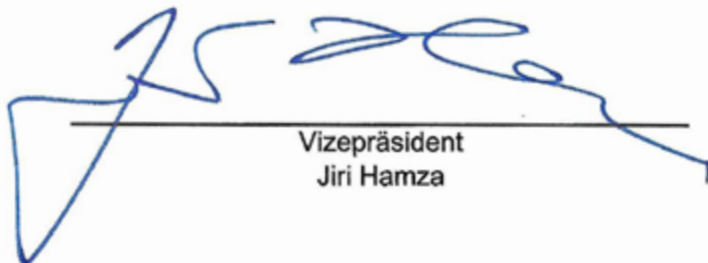
26. Juni 2025



Stimmberechtigte Vertreterin des
Athletenkomitees
Lena Haeck-Gross

Vorstandsmitglied
Nathalie Santner

Anif, am 26. Juni 2025

Präsident Olle Dahlin	 Vizepräsident Jiri Hamza
Schatzmeister Christian Scherer	Vorstandsmitglied Tore Boygard
Vorstandsmitglied Fabien Saguez	Vorstandsmitglied Dr. Franz Steinle
Vorstandsmitglied Ekaterina Dafovsk	Stimmberechtigte Vertreterin des Athletenkomitees Lena Haecki-Gross
Vorstandsmitglied Tim Farnik	Vorstandsmitglied Nathalie Santner
Generalsekretär Max Cobb	

	International Biathlon Union (IBU)					Fixed Assets Schedule as of 30.04.2025							Book Value	
	01.05.2024	Additons	Transfer	Disposals	30.04.2025	01.05.2024	Depreciation	Accumulated Depreciation Impairment Reversal	Disposals	Transfer	30.04.2025		01.05.2024	30.04.2025
Intangible Assets														
Software and Brand	2,150,498.12	293,518.93	15,768.00	0.00	2,459,785.05	1,488,735.89	523,745.48	0.00	0.00	0.00	2,012,481.37		661,762.23	447,303.68
Total Intangible Assets	2,150,498.12	293,518.93	15,768.00	0.00	2,459,785.05	1,488,735.89	523,745.48	0.00	0.00	0.00	2,012,481.37		661,762.23	447,303.68
Property, Plant and Equipment														
Investments in third-party Premises	228,110.12	0.00	0.00	0.00	228,110.12	80,216.95	22,811.05	0.00	0.00	0.00	103,028.00		147,893.17	125,082.12
Equipment	1,099,378.78	331,216.66	0.00	-23,408.52	1,407,186.92	598,240.28	203,137.60	0.00	-23,146.35	0.00	778,231.53		501,138.50	628,955.39
Vehicles	53,384.92	6,240.00	0.00	-46,251.86	13,373.06	49,328.44	1,962.49	0.00	-46,127.05	0.00	5,163.88		4,056.48	8,209.18
Low Value Assets	0.00	642.24	0.00	-642.24	0.00	0.00	642.24	0.00	-642.24	0.00	0.00		0.00	0.00
Assets under construction	46,263.00	0.00	-15,768.00	0.00	30,495.00	30,495.00	0.00	0.00	0.00	0.00	30,495.00		15,768.00	0.00
Total Property, Plant and Equipment	1,427,136.82	338,098.90	-15,768.00	-70,302.62	1,679,165.10	758,280.67	228,553.38	0.00	-69,915.64	0.00	916,918.41		668,856.15	762,246.69
Financial Assets														
Shares in Affiliated Companies	0.00	100,000.00	0.00	0.00	100,000.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	100,000.00
Securities	57,025,276.98	11,201,885.46	0.00	-8,234,627.69	59,992,534.75	2,723,116.43	0.00	-1,270,824.84	-373,506.56	0.00	1,078,785.03		54,302,160.55	58,913,749.72
Total Financial Assets	57,025,276.98	11,301,885.46	0.00	-8,234,627.69	60,092,534.75	2,723,116.43	0.00	-1,270,824.84	-373,506.56	0.00	1,078,785.03		54,302,160.55	59,013,749.72
Total	60,602,911.92	11,933,503.29	0.00	-8,304,930.31	64,231,484.90	4,970,132.99	752,298.86	-1,270,824.84	-443,422.20	0.00	4,008,184.81		55,632,778.93	60,223,300.09



General Conditions of Contract for the Public Accounting Professions (AAB 2018)

Provided by the Board of the Chamber of Tax Advisers and Auditors

Preamble and General Items

(1) Contract within the meaning of these Conditions of Contract refers to each contract on services to be rendered by a person entitled to exercise profession in the field of public accounting exercising that profession (de facto activities as well as providing or performing legal transactions or acts, in each case pursuant to Sections 2 or 3 Austrian Public Accounting Professions Act (WTBG 2017). The parties to the contract shall hereinafter be referred to as the "contractor" on the one hand and the "client" on the other hand).

(2) The General Conditions of Contract for the professions in the field of public accounting are divided into two sections: The Conditions of Section I shall apply to contracts where the agreeing of contracts is part of the operations of the client's company (entrepreneur within the meaning of the Austrian Consumer Protection Act. They shall apply to consumer business under the Austrian Consumer Protection Act (Federal Act of March 8, 1979 / Federal Law Gazette No. 140 as amended) insofar as Section II does not provide otherwise for such business.

(3) In the event that an individual provision is void, the invalid provision shall be replaced by a valid provision that is as close as possible to the desired objective.

SECTION I

1. Scope and Execution of Contract

(1) The scope of the contract is generally determined in a written agreement drawn up between the client and the contractor. In the absence of such a detailed written agreement, (2)-(4) shall apply in case of doubt:

(2) When contracted to perform tax consultation services, consultation shall consist of the following activities:

- preparing annual tax returns for income tax and corporate tax as well as value-added tax (VAT) on the basis of the financial statements and other documents and papers required for taxation purposes and to be submitted by the client or (if so agreed) prepared by the contractor. Unless explicitly agreed otherwise, documents and papers required for taxation purposes shall be produced by the client.
- examining the tax assessment notices for the tax returns mentioned under a).
- negotiating with the fiscal authorities in connection with the tax returns and notices mentioned under a) and b).
- participating in external tax audits and assessing the results of external tax audits with regard to the taxes mentioned under a).
- participating in appeal procedures with regard to the taxes mentioned under a).

If the contractor receives a flat fee for regular tax consultation, in the absence of written agreements to the contrary, the activities mentioned under d) and e) shall be invoiced separately.

(3) Provided the preparation of one or more annual tax return(s) is part of the contract accepted, this shall not include the examination of any particular accounting conditions nor the examination of whether all relevant concessions, particularly those with regard to value added tax, have been utilized, unless the person entitled to exercise the profession can prove that he/she has been commissioned accordingly.

(4) In each case, the obligation to render other services pursuant to Sections 2 and 3 WTBG 2017 requires for the contractor to be separately and verifiably commissioned.

(5) The aforementioned paragraphs (2) to (4) shall not apply to services requiring particular expertise provided by an expert.

Appendix

(6) The contractor is not obliged to render any services, issue any warnings or provide any information beyond the scope of the contract.

(7) The contractor shall have the right to engage suitable staff and other performing agents (subcontractors) for the execution of the contract as well as to have a person entitled to exercise the profession substitute for him/her in executing the contract. Staff within the meaning of these Conditions of Contract refers to all persons who support the contractor in his/her operating activities on a regular or permanent basis, irrespective of the type of underlying legal transaction.

(8) In rendering his/her services, the contractor shall exclusively take into account Austrian law; foreign law shall only be taken into account if this has been explicitly agreed upon in writing.

(9) Should the legal situation change subsequent to delivering a final professional statement passed on by the client orally or in writing, the contractor shall not be obliged to inform the client of changes or of the consequences thereof. This shall also apply to the completed parts of a contract.

(10) The client shall be obliged to make sure that the data made available by him/her may be handled by the contractor in the course of rendering the services. In this context, the client shall particularly but not exclusively comply with the applicable provisions under data protection law and labor law.

(11) Unless explicitly agreed otherwise, if the contractor electronically submits an application to an authority, he/she acts only as a messenger and this does not constitute a declaration of intent or knowledge attributable to him/her or a person authorized to submit the application.

(12) The client undertakes not to employ persons that are or were staff of the contractor during the contractual relationship, during and within one year after termination of the contractual relationship, either in his/her company or in an associated company, failing which he/she shall be obliged to pay the contractor the amount of the annual salary of the member of staff taken over.

2. Client's Obligation to Provide Information and Submit Complete Set of Documents

(1) The client shall make sure that all documents required for the execution of the contract be placed without special request at the disposal of the contractor at the agreed date, and in good time if no such date has been agreed, and that he/she be informed of all events and circumstances which may be of significance for the execution of the contract. This shall also apply to documents, events and circumstances which become known only after the contractor has commenced his/her work.

(2) The contractor shall be justified in regarding information and documents presented to him/her by the client, in particular figures, as correct and complete and to base the contract on them. The contractor shall not be obliged to identify any errors unless agreed separately in writing. This shall particularly apply to the correctness and completeness of bills. However, he/she is obliged to inform the client of any errors identified by him/her. In case of financial criminal proceedings he/she shall protect the rights of the client.

(3) The client shall confirm in writing that all documents submitted, all information provided and explanations given in the context of audits, expert opinions and expert services are complete.

(4) If the client fails to disclose considerable risks in connection with the preparation of financial statements and other statements, the contractor shall not be obliged to render any compensation insofar as these risks materialize.

(5) Dates and time schedules stated by the contractor for the completion of the contractor's products or parts thereof are best estimates and, unless otherwise agreed in writing, shall not be binding. The same applies to any estimates of fees: they are prepared to best of the contractor's knowledge; however, they shall always be non-binding.

(6) The client shall always provide the contractor with his/her current contact details (particularly the delivery address). The contractor may rely on the validity of the contact details most recently provided by the client, particularly have deliveries made to the most recently provided address, until such time as new contact details are provided.

3. Safeguarding of Independence

(1) The client shall be obliged to take all measures to prevent that the independence of the staff of the contractor be jeopardized and shall himself/herself refrain from jeopardizing their independence in any way. In particular, this shall apply to offers of employment and to offers to accept contracts on their own account.

(2) The client acknowledges that his/her personal details required in this respect, as well as the type and scope of the services, including the performance period agreed between the contractor and the client for the services (both audit and non-audit services), shall be handled within a network (if any) to which the contractor belongs, and for this purpose transferred to the other members of the network including abroad for the purpose of examination of the existence of grounds of bias or grounds for exclusion and conflicts of interest. For this purpose the client expressly releases the contractor in accordance with the Data Protection Act and in accordance with Section 80 (4) No. 2 WTBG 2017 from his/her obligation to maintain secrecy. The client can revoke the release from the obligation to maintain secrecy at any time.

4. Reporting Requirements

(1) (Reporting by the contractor) In the absence of an agreement to the contrary, a written report shall be drawn up in the case of audits and expert opinions.

(2) (Communication to the client) All contract-related information and opinions, including reports, (all declarations of knowledge) of the contractor, his/her staff, other performing agents or substitutes ("professional statements") shall only be binding provided they are set down in writing. Professional statements in electronic file formats which are made, transferred or confirmed by fax or e-mail or using similar types of electronic communication (that can be stored and reproduced but is not oral, i.e. e.g. text messages but not telephone) shall be deemed as set down in writing; this shall only apply to professional statements. The client bears the risk that professional statements may be issued by persons not entitled to do so as well as the transfer risk of such professional statements.

(3) (Communication to the client) The client hereby consents to the contractor communicating with the client (e.g. by e-mail) in an unencrypted manner. The client declares that he/she has been informed of the risks arising from the use of electronic communication (particularly access to, maintaining secrecy of, changing of messages in the course of transfer). The contractor, his/her staff, other performing agents or substitutes are not liable for any losses that arise as a result of the use of electronic means of communication.

(4) (Communication to the contractor) Receipt and forwarding of information to the contractor and his/her staff are not always guaranteed when the telephone is used, in particular in conjunction with automatic telephone answering systems, fax, e-mail and other types of electronic communication. As a result, instructions and important information shall only be deemed to have been received by the contractor provided they are also received physically (not by telephone, orally or electronically), unless explicit confirmation of receipt is provided in individual instances. Automatic confirmation that items have been transmitted and read shall not constitute such explicit confirmations of receipt. This shall apply in particular to the transmission of decisions and other information relating to deadlines. As a result, critical and important notifications must be sent to the contractor by mail or courier. Delivery of documents to staff outside the firm's offices shall not count as delivery.

(5) (General) In writing shall mean, insofar as not otherwise laid down in Item 4. (2), written form within the meaning of Section 886 Austrian Civil Code (ABGB) (confirmed by signature). An advanced electronic signature (Art. 26 eIDAS Regulation (EU) No. 910/2014) fulfills the requirement of written form within the meaning of Section 886 ABGB (confirmed by signature) insofar as this is at the discretion of the parties to the contract.

(6) (Promotional information) The contractor will send recurrent general tax law and general commercial law information to the client electronically (e.g. by e-mail). The client acknowledges that he/she has the right to object to receiving direct advertising at any time.

5. Protection of Intellectual Property of the Contractor

(1) The client shall be obliged to ensure that reports, expert opinions, organizational plans, drafts, drawings, calculations and the like, issued by the contractor, be used only for the purpose specified in the contract (e.g. pursuant to Section 44 (3) Austrian Income Tax Act 1988). Furthermore, professional statements made orally or in writing by the contractor may be passed on to a third party for use only with the written consent of the contractor.

(2) The use of professional statements made orally or in writing by the contractor for promotional purposes shall not be permitted; a violation of this provision shall give the contractor the right to terminate without notice to the client all contracts not yet executed.

(3) The contractor shall retain the copyright on his/her work. Permission to use the work shall be subject to the written consent by the contractor.

6. Correction of Errors

(1) The contractor shall have the right and shall be obliged to correct all errors and inaccuracies in his/her professional statement made orally or in writing which subsequently come to light and shall be obliged to inform the client thereof without delay. He/she shall also have the right to inform a third party acquainted with the original professional statement of the change.

(2) The client has the right to have all errors corrected free of charge if the contractor can be held responsible for them; this right will expire six months after completion of the services rendered by the contractor and/or – in cases where a written professional statement has not been delivered – six months after the contractor has completed the work that gives cause to complaint.

(3) If the contractor fails to correct errors which have come to light, the client shall have the right to demand a reduction in price. The extent to which additional claims for damages can be asserted is stipulated under Item 7.

7. Liability

(1) All liability provisions shall apply to all disputes in connection with the contractual relationship, irrespective of the legal grounds. The contractor is liable for losses arising in connection with the contractual relationship (including its termination) only in case of willful intent and gross negligence. The applicability of Section 1298 2nd Sentence ABGB is excluded.

(2) In cases of gross negligence, the maximum liability for damages due from the contractor is tenfold the minimum insurance sum of the professional liability insurance according to Section 11 WTBG 2017 as amended.

(3) The limitation of liability pursuant to Item 7. (2) refers to the individual case of damages. The individual case of damages includes all consequences of a breach of duty regardless of whether damages arose in one or more consecutive years. In this context, multiple acts or failures to act that are based on the same or similar source of error as one consistent breach of duty if the matters concerned are legally and economically connected. Single damages remain individual cases of damage even if they are based on several breaches of duty. Furthermore, the contractor's liability for loss of profit as well as collateral, consequential, incidental or similar losses is excluded in case of willful damage.

(4) Any action for damages may only be brought within six months after those entitled to assert a claim have gained knowledge of the damage, but no later than three years after the occurrence of the (primary) loss following the incident upon which the claim is based, unless other statutory limitation periods are laid down in other legal provisions.

(5) Should Section 275 Austrian Commercial Code (UGB) be applicable (due to a criminal offense), the liability provisions contained therein shall apply even in cases where several persons have participated in the execution of the contract or where several activities requiring compensation have taken place and irrespective of whether other participants have acted with intent.

(6) In cases where a formal auditor's report is issued, the applicable limitation period shall commence no later than at the time the said auditor's report was issued.

(7) If activities are carried out by enlisting the services of a third party, e.g. a data-processing company, any warranty claims and claims for damages which arise against the third party according to law and contract shall be deemed as having been passed on to the client once the client has been informed of them. Item 4. (3) notwithstanding, in such a case the contractor shall only be liable for fault in choosing the third party.

(8) The contractor's liability to third parties is excluded in any case. If third parties come into contact with the contractor's work in any manner due to the client, the client shall expressly clarify this fact to them. Insofar as such exclusion of liability is not legally permissible or a liability to third parties has been assumed by the contractor in exceptional cases, these limitations of liability shall in any case also apply to third parties on a subsidiary basis. In any case, a third party cannot raise any claims that go beyond any claim raised by the client. The maximum sum of liability shall be valid only once for all parties injured, including the compensation claims of the client, even if several persons (the client and a third party or several third parties) have sustained losses; the claims of the parties injured shall be satisfied in the order in which the claims have been raised. The client will indemnify and hold harmless the contractor and his/her staff against any claims by third parties in connection with professional statements made orally or in writing by the contractor and passed on to these third parties.



BACK TO THE AGENDA

(9) Item 7. shall also apply to any of the client's liability claims to third parties (performing agents and vicarious agents of the contractor) and to substitutes of the contractor relating to the contractual relationship.

8. Secrecy, Data Protection

(1) According to Section 80 WTBG 2017 the contractor shall be obliged to maintain secrecy in all matters that become known to him/her in connection with his/her work for the client, unless the client releases him/her from this duty or he/she is bound by law to deliver a statement.

(2) Insofar as it is necessary to pursue the contractor's claims (particularly claims for fees) or to dispute claims against the contractor (particularly claims for damages raised by the client or third parties against the contractor), the contractor shall be released from his/her professional obligation to maintain secrecy.

(3) The contractor shall be permitted to hand on reports, expert opinions and other written statements pertaining to the results of his/her services to third parties only with the permission of the client, unless he/she is required to do so by law.

(4) The contractor is a data protection controller within the meaning of the General Data Protection Regulation ("GDPR") with regard to all personal data processed under the contract. The contractor is thus authorized to process personal data entrusted to him/her within the limits of the contract. The material made available to the contractor (paper and data carriers) shall generally be handed to the client or to third parties appointed by the client after the respective rendering of services has been completed, or be kept and destroyed by the contractor if so agreed. The contractor is authorized to keep copies thereof insofar as he/she needs them to appropriately document his/her services or insofar as it is required by law or customary in the profession.

(5) If the contractor supports the client in fulfilling his/her duties to the data subjects arising from the client's function as data protection controller, the contractor shall be entitled to charge the client for the actual efforts undertaken. The same shall apply to efforts undertaken for information with regard to the contractual relationship which is provided to third parties after having been released from the obligation to maintain secrecy to third parties by the client.

9. Withdrawal and Cancellation („Termination")

(1) The notice of termination of a contract shall be issued in writing (see also Item 4. (4) and (5)). The expiry of an existing power of attorney shall not result in a termination of the contract.

(2) Unless otherwise agreed in writing or stipulated by force of law, either contractual partner shall have the right to terminate the contract at any time with immediate effect. The fee shall be calculated according to Item 11.

(3) However, a continuing agreement (fixed-term or open-ended contract on – even if not exclusively – the rendering of repeated individual services, also with a flat fee) may, without good reason, only be terminated at the end of the calendar month by observing a period of notice of three months, unless otherwise agreed in writing.

(4) After notice of termination of a continuing agreement and unless otherwise stipulated in the following, only those individual tasks shall still be completed by the contractor (list of assignments to be completed) that can (generally) be completed fully within the period of notice insofar as the client is notified in writing within one month after commencement of the termination notice period within the meaning of Item 4. (2). The list of assignments to be completed shall be completed within the termination period if all documents required are provided without delay and if no good reason exists that impedes completion.

(5) Should it happen that in case of a continuing agreement more than two similar assignments which are usually completed only once a year (e.g. financial statements, annual tax returns, etc.) are to be completed, any such assignments exceeding this number shall be regarded as assignments to be completed only with the client's explicit consent. If applicable, the client shall be informed of this explicitly in the statement pursuant to Item 9. (4).

10. Termination in Case of Default in Acceptance and Failure to Cooperate on the Part of the Client and Legal Impediments to Execution

(1) If the client defaults on acceptance of the services rendered by the contractor or fails to carry out a task incumbent on him/her either according to Item 2. or imposed on him/her in another way, the contractor shall have the right to terminate the contract without prior notice. The same shall apply if the client requests a way to execute (also partially) the contract that the contractor reasonably believes is not in compliance with the legal situation or professional principles. His/her fees shall be calculated according to Item 11. Default in acceptance or failure to cooperate on the part of the client shall also justify a claim for compensation made by the contractor for the extra time and labor hereby expended as well as for the damage caused, if the contractor does not invoke his/her right to terminate the contract.

(2) For contracts concerning bookkeeping, payroll accounting and administration and assessment of payroll-related taxes and contributions, a termination without prior notice by the contractor is permissible under Item 10. (1) if the client verifiably fails to cooperate twice as laid down in Item 2. (1).

11. Entitlement to Fee

(1) If the contract fails to be executed (e.g. due to withdrawal or cancellation), the contractor shall be entitled to the negotiated compensation (fee), provided he/she was prepared to render the services and was prevented from so doing by circumstances caused by the client, whereby a merely contributory negligence by the contractor in this respect shall be excluded; in this case the contractor need not take into account the amount he/she obtained or failed to obtain through alternative use of his/her own professional services or those of his/her staff.

(2) If a continuing agreement is terminated, the negotiated compensation for the list of assignments to be completed shall be due upon completion or in case completion fails due to reasons attributable to the client (reference is made to Item 11. (1). Any flat fees negotiated shall be calculated according to the services rendered up to this point.

(3) If the client fails to cooperate and the assignment cannot be carried out as a result, the contractor shall also have the right to set a reasonable grace period on the understanding that, if this grace period expires without results, the contract shall be deemed ineffective and the consequences indicated in Item 11. (1) shall apply.

(4) If the termination notice period under Item 9. (3) is not observed by the client as well as if the contract is terminated by the contractor in accordance with Item 10. (2), the contractor shall retain his/her right to receive the full fee for three months.

12. Fee

(1) Unless the parties explicitly agreed that the services would be rendered free of charge, an appropriate remuneration in accordance with Sections 1004 and 1152 ABGB is due in any case. Amount and type of the entitlement to the fee are laid down in the agreement negotiated between the contractor and his/her client. Unless a different agreement has verifiably been reached, payments made by the client shall in all cases be credited against the oldest debt.

(2) The smallest service unit which may be charged is a quarter of an hour.

(3) Travel time to the extent required is also charged.

(4) Study of documents which, in terms of their nature and extent, may prove necessary for preparation of the contractor in his/her own office may also be charged as a special item.

(5) Should a remuneration already agreed upon prove inadequate as a result of the subsequent occurrence of special circumstances or due to special requirements of the client, the contractor shall notify the client thereof and additional negotiations for the agreement of a more suitable remuneration shall take place (also in case of inadequate flat fees).

(6) The contractor includes charges for supplementary costs and VAT in addition to the above, including but not limited to the following (7) to (9):

(7) Chargeable supplementary costs also include documented or flat-rate cash expenses, traveling expenses (first class for train journeys), per diems, mileage allowance, copying costs and similar supplementary costs.

(8) Should particular third party liabilities be involved, the corresponding insurance premiums (including insurance tax) also count as supplementary costs.

(9) Personnel and material expenses for the preparation of reports, expert opinions and similar documents are also viewed as supplementary costs.

(10) For the execution of a contract wherein joint completion involves several contractors, each of them will charge his/her own compensation.

(11) In the absence of any other agreements, compensation and advance payments are due immediately after they have been requested in writing. Where payments of compensation are made later than 14 days after the due date, default interest may be charged. Where mutual business transactions are concerned, a default interest rate at the amount stipulated in Section 456 1st and 2nd Sentence UGB shall apply.

(12) Statutory limitation is in accordance with Section 1486 of ABGB, with the period beginning at the time the service has been completed or upon the issuing of the bill within an appropriate time limit at a later point.

(13) An objection may be raised in writing against bills presented by the contractor within 4 weeks after the date of the bill. Otherwise the bill is considered as accepted. Filing of a bill in the accounting system of the recipient is also considered as acceptance.

(14) Application of Section 934 ABGB within the meaning of Section 351 UGB, i.e. rescission for laesio enormis (lesion beyond moiety) among entrepreneurs, is hereby renounced.

(15) If a flat fee has been negotiated for contracts concerning bookkeeping, payroll accounting and administration and assessment of payroll-related taxes and contributions, in the absence of written agreements to the contrary, representation in matters concerning all types of tax audits and audits of payroll-related taxes and social security contributions including settlements concerning tax assessments and the basis for contributions, preparation of reports, appeals and the like shall be invoiced separately. Unless otherwise agreed to in writing, the fee shall be considered agreed upon for one year at a time.

(16) Particular individual services in connection with the services mentioned in Item 12. (15), in particular ascertaining whether the requirements for statutory social security contributions are met, shall be dealt with only on the basis of a specific contract.

(17) The contractor shall have the right to ask for advance payments and can make delivery of the results of his/her (continued) work dependent on satisfactory fulfillment of his/her demands. As regards continuing agreements, the rendering of further services may be denied until payment of previous services (as well as any advance payments under Sentence 1) has been effected. This shall analogously apply if services are rendered in installments and fee installments are outstanding.

(18) With the exception of obvious essential errors, a complaint concerning the work of the contractor shall not justify even only the partial retention of fees, other compensation, reimbursements and advance payments (remuneration) owed to him/her in accordance with Item 12.

(19) Offsetting the remuneration claims made by the contractor in accordance with Item 12. shall only be permitted if the demands are uncontested and legally valid.

13. Other Provisions

(1) With regard to Item 12. (17), reference shall be made to the legal right of retention (Section 471 ABGB, Section 369 UGB); if the right of retention is wrongfully exercised, the contractor shall generally be liable pursuant to Item 7. or otherwise only up to the outstanding amount of his/her fee.

(2) The client shall not be entitled to receive any working papers and similar documents prepared by the contractor in the course of fulfilling the contract. In the case of contract fulfillment using electronic accounting systems the contractor shall be entitled to delete the data after handing over all data based thereon – which were prepared by the contractor in relation to the contract and which the client is obliged to keep – to the client and/or the succeeding public accountant in a structured, common and machine-readable format. The contractor shall be entitled to an appropriate fee (Item 12. shall apply by analogy) for handing over such data in a structured, common and machine-readable format. If handing over such data in a structured, common and machine-readable format is impossible or unfeasible for special reasons, they may be handed over in the form of a full print-out instead. In such a case, the contractor shall not be entitled to receive a fee.

(3) At the request and expense of the client, the contractor shall hand over all documents received from the client within the scope of his/her activities. However, this shall not apply to correspondence between the contractor and his/her client and to original documents in his/her possession and to documents which are required to be kept in accordance with the legal anti-money laundering provisions applicable to the contractor. The contractor may make copies or duplicates of the documents to be returned to the client. Once such documents have been transferred to the client, the contractor shall be entitled to an appropriate fee (Item 12. shall apply by analogy).

(4) The client shall fetch the documents handed over to the contractor within three months after the work has been completed. If the client fails to do so, the contractor shall have the right to return them to the client at the cost of the client or to charge an appropriate fee (Item 12. shall apply by analogy) if the contractor can prove that he/she has asked the client twice to pick up the documents handed over. The documents may also further be kept by third parties at the expense of the client. Furthermore, the contractor is not liable for any consequences arising from damage, loss or destruction of the documents.

(5) The contractor shall have the right to compensation of any fees that are due by use of any available deposited funds, clearing balances, trust funds or other liquid funds at his/her disposal, even if these funds are explicitly intended for safekeeping, if the client had to have anticipated the counterclaim of the contractor.

(6) To secure an existing or future fee payable, the contractor shall have the right to transfer a balance held by the client with the tax office or another balance held by the client in connection with charges and contributions, to a trust account. In this case the client shall be informed of the transfer. Subsequently, the amount secured may be collected either after agreement has been reached with the client or after enforceability of the fee by execution has been declared.

14. Applicable Law, Place of Performance, Jurisdiction

(1) The contract, its execution and the claims resulting from it shall be exclusively governed by Austrian law, excluding national referral rules.

(2) The place of performance shall be the place of business of the contractor.

(3) In absence of a written agreement stipulating otherwise, the place of jurisdiction is the competent court of the place of performance.



SECTION II

15. Supplementary Provisions for Consumer Transactions

(1) Contracts between public accountants and consumers shall fall under the obligatory provisions of the Austrian Consumer Protection Act (KSchG).

(2) The contractor shall only be liable for the willful and grossly negligent violation of the obligations assumed.

(3) Contrary to the limitation laid down in Item 7. (2), the duty to compensate on the part of the contractor shall not be limited in case of gross negligence.

(4) Item 6. (2) (period for right to correction of errors) and Item 7. (4) (asserting claims for damages within a certain period) shall not apply.

(5) Right of Withdrawal pursuant to Section 3 KSchG:

If the consumer has not made his/her contract statement in the office usually used by the contractor, he/she may withdraw from the contract application or the contract proper. This withdrawal may be declared until the contract has been concluded or within one week after its conclusion; the period commences as soon as a document has been handed over to the consumer which contains at least the name and the address of the contractor as well as instructions on the right to withdraw from the contract, but no earlier than the conclusion of the contract. The consumer shall not have the right to withdraw from the contract

1. if the consumer himself/herself established the business relationship concerning the conclusion of this contract with the contractor or his/her representative,

2. if the conclusion of the contract has not been preceded by any talks between the parties involved or their representatives, or

3. in case of contracts where the mutual services have to be rendered immediately, if the contracts are usually concluded outside the offices of the contractors, and the fee agreed upon does not exceed €15.

In order to become legally effective, the withdrawal shall be declared in writing. It is sufficient if the consumer returns a document that contains his/her contract declaration or that of the contractor to the contractor with a note which indicates that the consumer rejects the conclusion or the maintenance of the contract. It is sufficient if this declaration is dispatched within one week.

If the consumer withdraws from the contract according to Section 3 KSchG,

1. the contractor shall return all benefits received, including all statutory interest, calculated from the day of receipt, and compensate the consumer for all necessary and useful expenses incurred in this matter,

2. the consumer shall pay for the value of the services rendered by the contractor as far as they are of a clear and predominant benefit to him/her.

According to Section 4 (3) KSchG, claims for damages shall remain unaffected.

(6) Cost Estimates according to Section 5 Austrian KSchG:

The consumer shall pay for the preparation of a cost estimate by the contractor in accordance with Section 1170a ABGB only if the consumer has been notified of this payment obligation beforehand.

If the contract is based on a cost estimate prepared by the contractor, its correctness shall be deemed warranted as long as the opposite has not been explicitly declared.

(7) Correction of Errors: Supplement to Item 6.:

If the contractor is obliged under Section 932 ABGB to improve or complement his/her services, he/she shall execute this duty at the place where the matter was transferred. If it is in the interest of the consumer to have the work and the documents transferred by the contractor, the consumer may carry out this transfer at his/her own risk and expense.

(8) Jurisdiction: Shall apply instead of Item 14. (3)

If the domicile or the usual residence of the consumer is within the country or if he/she is employed within the country, in case of an action against him/her according to Sections 88, 89, 93 (2) and 104 (1) Austrian Court Jurisdiction Act (JN), the only competent courts shall be the courts of the districts where the consumer has his/her domicile, usual residence or place of employment.

(9) Contracts on Recurring Services:

(a) Contracts which oblige the contractor to render services and the consumer to effect repeated payments and which have been concluded for an indefinite period or a period exceeding one year may be terminated by the consumer at the end of the first year, and after the first year at the end of every six months, by adhering to a two-month period of notice.

(b) If the total work is regarded as a service that cannot be divided on account of its character, the extent and price of which is determined already at the conclusion of the contract, the first date of termination may be postponed until the second year has expired. In case of such contracts the period of notice may be extended to a maximum of six months.

(c) If the execution of a certain contract indicated in lit. a) requires considerable expenses on the part of the contractor and if he/she informed the consumer about this no later than at the time the contract was concluded, reasonable dates of termination and periods of notice which deviate from lit. a) and b) and which fit the respective circumstances may be agreed.

(d) If the consumer terminates the contract without complying with the period of notice, the termination shall become effective at the next termination date which follows the expiry of the period of notice.





Crowe Audit Austria
Wirtschaftsprüfung GmbH
Operrgasse 6/ 4. Etage
1010 Wien
Tel +43 1 3190490
Mail office@crowe.at
www.crowe.at
HG Wien, FN 267567g
UID-Nr: ATU 61990778

Long-form Audit Report
on the Financial Statements as of
April 30th, 2026

Die internationale Biathlon Union (IBU)
(TRANSLATION)

We draw attention to the fact that the English translation of this long-form audit report according to section 273 UGB (Austrian Company Code) is presented for the convenience of the reader only and that the German wording is the only legally binding version.

Report 142/2026
To the members of the Executive Board of
Die internationale Biathlon Union (IBU)
Anif

Partner Dr. Anton Schmidl • Mag. Andreas Maier • Maximilian Schmidl, LL.M., MSc. • Kathrin Prorentner, MSc. • Paul Amon, MSc. Wien • Eisenstadt • Klagenfurt • Innsbruck
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Die internationale Biathlon Union (IBU)
Long-form Audit Report on the Financial Statements as of April 30th, 2026

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To the members of the Executive Board of
Die internationale Biathlon Union (IBU)
Anif

We have completed the audit of the financial statements as of April 30th, 2026 of

Die internationale Biathlon Union (IBU)

Anif

(referred to as "the Association")

and **report** on the result of our audit as follows:

1. Audit contract and performance of the engagement

At the ordinary congress of IBU, we were elected and appointed as auditor pursuant to Section 22 (2) VerG for the fiscal year 2026. Pursuant to Section 22 (2) VerG, the auditor must in this case also assume the duties of auditor of association's accounts („Rechnungsprüfer”).

The association, represented by the executive board, concluded a contract with us for the audit of the annual financial statements as at April 30th 2026 including the accounting as well as the audit of association's accounts („Rechnungsprüfung“).

The audited association is a large association within the meaning of the Austrian Code of Associations (VerG). For associations of this size category, the accounting provisions of Section 22 (2) Ver Gare applicable, applying by analogy the provisions of the Austrian Company Code (UGB).

The audit is a statutory audit.

Our audit work complies with the principles specified in § 269 ff UGB and with the additional requirements set forth in the Austrian Code of Associations. The audit includes assessing whether the statutory requirements concerning the preparation of the financial statements and additional regulations as stipulated in the articles of association were adhered to. An auditor conducting an audit obtains reasonable assurance about whether the financial statements are free from material misstatement. Absolute assurance is not attainable due to the inherent limitations of any accounting and internal control system and due to the

sample-based test nature of an audit, there is an unavoidable risk that material misstatements in the financial statements remain undetected. Areas which are generally covered in special engagements were not included in our scope of work.

The assurance as an auditor of association's accounts („Rechnungsprüfer”) includes assessing whether financial conduct was appropriate in all material aspects and the funds were used in accordance with the articles of association. We are required to report on any identified accounting deficiencies or risks which could pose a threat to the association's ability to continue as a going concern an pay special attention to unusual revenues an expenses, particularly any cases of self-dealing.

We conducted our audit in accordance with the **legal requirements and generally accepted standards on auditing** as applied in Austria. These standards require that we comply with International Standards on Auditing. An auditor conducting an audit obtains reasonable assurance about whether the financial statements are free from material misstatement. Absolute assurance is not attainable due to the inherent limitations of any accounting and internal control system and due to the sample-based test nature of an audit, there is an unavoidable risk that material misstatements in the financial statements remain undetected. Areas which are generally covered in special engagements were not included in our scope of work.

We performed the audit, with interruptions, **from** May to July 2026. The audit was substantially completed at the date of this report.



The **audit partner** responsible for the proper performance of the engagement is Mr. Paul Amon, MSc, Austrian Certified Public Accountant.

Our audit is based on the audit contract concluded with the Association. The „General Conditions of Contract for the Public Accounting Professions“ issued by the Austrian Chamber of Auditors and Tax Advisors (refer to Appendix IV) form an integral part of the audit contract. These conditions of contract do not only apply to the association and the auditor, but also to third parties. Section 275 UGB and Section 24 (4) VerG apply with regard to our responsibility and liability as auditors towards the association and towards third parties.

2. Breakdown and description of significant items in the financial statements

The breakdown and description of all significant financial statement items are included in the notes to the financial statements. Therefore, we refer to he respective disclosures made by the management in the notes tot he financial statements.

3. Summary of audit findings

3.1. Compliance of the accounting system and the financial statements

During our audit, we obtained evidence that the statutory requirements as well as the regulations set forth in the Associations' articles of association and generally accepted **accounting principles** in Austria have been complied with.

In line with our risk and controls-based audit approach and to the extent we considered necessary for the purpose of expressing an opinion, we considered internal controls related to sub processes of the financial reporting process as part of our audit.

With regard to the compliance of the **financial statements** with all applicable statutory requirements we refer to the auditor's report.

3.2. Information provided

The association's legal representatives provided all evidence and explanations requested by us. We obtained a representation letter signed by the legal representatives.

The previous auditor granted access to relevant information about the audited association.

3.3. Reporting in accordance with section 273 par. 2 and 3 UGB (Austrian Company Code) (exercising the duty to report)

During our audit we did not note any facts which indicate there could be substantial doubt about the Associations' ability to continue as a going concern, or which indicate a material deterioration of the Association's performance or a material offence of the Association's legal representatives or its employees against Austrian law or the association's articles of association. We did not note any material weaknesses in the internal controls over the financial reporting process. The financial statements do not meet the requirements for the assumed need of reorganization in accordance with section 22 par. 1 subsec. URG (Austrian Corporate Restructuring Act).

4. Auditors Report

Report on the Financial Statements

Audit opinion

We have audited the financial statements of **Die internationale Biathlon Union (IBU), Anif** These financial statements comprise the statement of financial position as of April 30th, 2026 with an equity of EUR 61.905.922,12, the income statement for the fiscal year then ended and the notes.

Based on our audit the accompanying financial statements were prepared in accordance with the legal regulations and present fairly, in all material respects, the assets and the financial position of the association as of April 30th, 2026 and its financial performance for the year then ended in accordance with the legal requirements set forth in the VerG (Austrian Code of Associations) and, by analogy, the requirements of the Austrian Company Code (UGB)

Basis for Opinion

We conducted our audit in accordance with Austrian Standards on Auditing. Those standards require that we comply with International Standards on Auditing (ISAs). Our responsibilities under those regulations and standards are further described in the "Auditor's Responsibilities for the Audit of the Financial Statements" section of our report. We are independent of the Association in accordance with the Austrian General Accepted Accounting Principles and professional requirements and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained until the date of this auditor's report is sufficient and appropriate to provide a basis for our opinion by this date.

Responsibilities of management and Executive Board for the financial statements

Executive Board is responsible for the preparation of the financial statements in accordance with Austrian Generally Accepted Accounting Principles, for them to present a true and fair view of the assets, the financial position and the financial performance of the Association and for such internal controls as Executive Board determines are necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, Executive Board is responsible for assessing the Association's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Association or to cease operations, or has no realistic alternative but to do so.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with International Standards on Auditing will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Austrian Standards on Auditing, which require the application of ISAs, we exercise professional judgment and maintain professional skepticism throughout the audit.

We also:

- identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Association's internal control.
- evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Association's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Association to cease to continue as a going concern.
- evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

Wien, July 08th, 2026

Crowe Audit Austria
Wirtschaftsprüfung GmbH

Please refer to the German version of the Congress Handbook for the signed copy.

Paul Amon, MSc
Auditor

Dr. Anton Schmidl
Auditor

This report is a translation of the original report in German, which is solely valid. Publication or sharing with third parties of the financial statements together with our auditor's opinion is only allowed if the financial statements and the management report are identical with the German audited version. This audit opinion is only applicable to the German and complete financial statements with the management report. Section 281 par. 2 UGB (Austrian Company Code) applies to alternated versions.



5. Report on the audit of association's accounts
(„Rechnungsprüfung“)

Conclusion

Based on the procedures performed by us for the financial year as of April 30th, 2026, the association's accounting was appropriate in all material aspects and the association's funds have been used in accordance with the statutes; no unusual income or expenditure, in particular for self-dealings, was identified.

Executive Board's responsibility for the financial conduct

Executive Board is responsible for the appropriate financial conduct of the association and for the usage of the funds in accordance with the statutes. Executive Board is also responsible to establish an accounting system appropriate for the requirements of the association and for the timely and adequate recognition of the association's financial position.

Auditor's responsibility and description of the method and scope of the assurance

Our assignment is to state whether, based on our procedures performed, the accounting system and the financial conduct are appropriate in all material respects and whether the association's funds were used in accordance with the statutes. We are required to report on any identified accounting deficiencies or risks which could pose a threat to the association's ability to continue as a going concern and pay special attention to unusual revenues and expenses, particularly any cases of self-dealing.

Our engagement was conducted in conformity with laws and regulations applicable in Austria and with Austrian Standards for independent assurance engagements. These standards require us to comply with our professional requirements, and to plan and perform the engagement to enable us to express a conclusion with reasonable assurance, taking materiality into account.

The selection of the audit procedures depends on the auditor's judgement, including the assessment of the risks of material misstatement whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the association's accounting system to design procedures that are appropriate in the circumstances but not for the purpose of expressing an independent assurance conclusion on the effectiveness of the association's internal control. The funds are used in accordance with the statutes, if the funds are used for the fulfillment of the objectives of the association, particularly to finance the activities necessary for the realization of the association's purpose. The assessment of the economy and efficiency of the management was not subject to the audit.



In our opinion, the evidence we have obtained is sufficient and appropriate to provide a basis for our independent assurance conclusion.

The procedures we performed do not constitute an audit or a review. Our engagement did not focus on the reveal and the clarification of illegal acts (such as fraud), nor did it focus on assessing the efficiency of management.

Wien, July 08th 2026

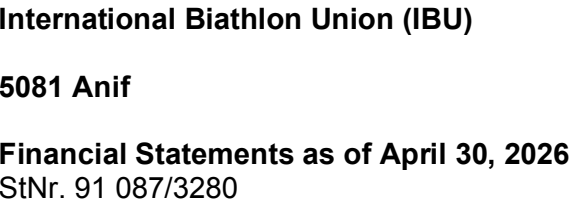
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**Please refer to the German version of the
Congress Handbook for the signed copy.**

Paul Amon, MSc
Auditor

Dr. Anton Schmidl
Wirtschaftsprüfer





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Independent Member of GGI Geneva Group International

Manuel Scheffauer, LL.M., MA, BA
Steuerberater, Geschäftsführer

ASSETS			LIABILITIES AND NET ASSETS		
	Financial Year Euro	Prior Year Euro		Financial Year Euro	Prior Year Euro
A. Fixed Assets			A. Association Net Assets		
I. Intangible Fixed Assets			I. Restricted Reserves		
1. Software and Brand	278.761,08	447.303,68	1. Restricted Reserves according to Congress	55.914.000,00	54.345.000,00
II. Property, Plant and Equipment			2. Temporarily Restricted Reserves	2.500.000,00	6.160.000,00
1. Investments in Third-Party Premises	206.260,91	125.082,12		58.414.000,00	60.505.000,00
2. Equipment	508.645,01	637.164,57	II. Balance Sheet Surplus	3.491.922,12	4.097.683,15
3. Assets Under Construction	18.270,00	0,00	- of which Accumulated Surplus Euro 4.097.683,15 (Euro 2.656.136,54)		
	733.175,92	762.246,69			
III. Financial Assets			Total Association Net Assets	61.905.922,12	64.602.683,15
1. Shares in Affiliated Companies	0,00	100.000,00			
2. Securities	61.254.277,36	58.913.749,72	B. Investment Grants	8.968,43	0,00
	61.254.277,36	59.013.749,72	C. Provisions		
Total Fixed Assets	62.266.214,36	60.223.300,09	1. Other Provisions	2.795.859,73	2.894.473,56
B. Current Assets			D. Liabilities		
I. Receivables and Other Assets			- of which due within one year Euro 3.371.591,66 (Euro 2.041.825,36)		
1. Accounts Receivable	535.875,70	596.373,04	1. Advance Payments Received	0,00	10.936,80
2. Other Receivables	367.683,19	556.065,33	- of which due within one year Euro 0,00 (Euro 10.936,80)		
	903.558,89	1.152.438,37	2. Accounts Payable	3.235.748,91	1.873.153,49
II. Cash, Bank Accounts	4.585.767,67	7.912.954,18			
Total Current Assets	5.489.326,56	9.065.392,55			
Carryforward	67.755.540,92	69.288.692,64	Carryforward	3.235.748,91 64.710.750,28	1.884.090,29 67.497.156,7

Balance Sheet as of 30.04.2026 International Biathlon Union (IBU)					
ASSETS			LIABILITIES AND NET ASSETS		
	Financial Year Euro	Prior Year Euro		Financial Year Euro	Prior Year Euro
Carryforward	67.755.540,92	69.288.692,64	Carryforward	64.710.750,28 3.235.748,91	67.497.156,71 1.884.090,29
C. Prepaid Expenses			- of which due within one year Euro 3.235.748,91 (Euro 1.873.153,49)		
1. Other Prepaid Expenses	345.201,02	328.480,05	3. Other Liabilities	135.842,75	157.735,07
			- of which Taxes Euro 57.182,02 (Euro 61.299,74)		
			- of which relating to Social Security Euro 70.579,51 (Euro 67.227,53)		
			- of which due within one year Euro 135.842,75 (Euro 157.735,07)		
				3.371.591,66	2.041.825,36
			E. Deferred Income	18.400,00	78.190,62
	68.100.741,94	69.617.172,69		68.100.741,94	69.617.172,69

Statement of Income and Expenditure from 01.05.2025 to 30.04.2026

International Biathlon Union (IBU)		
	Financial Year Euro	Prior Year Euro
1. Revenues	53.943.315,44	51.588.134,30
2. Other Operating Income		
a) Income from Disposal of Items of Fixed Assets with Exception of Financial Assets	0,00	24.385,00
b) Income from Reversal of Provisions	316.396,59	57.785,74
c) Other	90.169,41	266.244,44
	406.566,00	348.415,18
3. Contributions to National Federation and Sports		
a) Contributions to National Federation and Sports	44.424.836,75	43.735.671,54
4. Staff and Management		
a) Staff Costs and Management Expenses	2.935.628,25	2.653.745,93
b) Social Expenses	776.941,28	824.937,73
- of which Expenses for Severance Pay Euro 124.849,66 (Euro 202.348,64)		
- of which Social Security, Post Employment and Other Employee Benefit Costs Euro 626.608,21 (Euro 598.116,46)		
	3.712.569,53	3.478.683,66
5. Depreciation and Amortization	504.674,82	752.298,86
6. Other Operating Expenses	7.271.454,97	6.378.050,32
7. Operating Deficit (Before Interest and Taxes)	1.563.654,63-	2.408.154,90-
8. Income from Securities and Interests Earned	1.378.210,59	1.024.214,96
9. Income from the Sale of Securities and Reversals of Impairments	1.053.174,33	1.531.967,51
10. Impairment of Financial Assets	3.190.000,00	0,00
11. Interest and Similar Expenses	1.523,86	0,00
12. Financial Result	760.138,94-	2.556.182,47
13. Deficit/Surplus Before Taxes	2.323.793,57-	148.027,57
14. Taxes on Income	372.967,46	281.480,96
15. Deficit After Taxes	2.696.761,03-	133.453,39-
16. Release of Temporarily Restricted Reserves	6.160.000,00	4.300.000,00
17. Allocation to Temporarily Restricted Reserves	2.500.000,00	0,00
18. Annual Surplus	963.238,97	4.166.546,61
19. Allocation to Restricted Reserves	1.569.000,00	2.725.000,00
20. Accumulated Surplus	4.097.683,15	2.656.136,54
21. Balance Sheet Surplus	3.491.922,12	4.097.683,15



Notes to the Financial Statements for the Financial Year 2025/2026

1. Accounting and Valuation Principles

1.1. General Principles

The Financial Statements were prepared under the Generally Accepted Accounting Principles, giving a true and fair view of the associaton's financial position.

The explanations of the items in the Balance Sheet and the Statement of Income and Expenditure as well as the accounting and valuation methods applied are made in accordance with the general standard of the Austrian Commercial Code (UGB).

The principle of completeness was applied at preparation of the Financial Statements.

The evaluation of assets and liabilities was carried out considering the principle of individual items valuation and the going concern concept.

The principle of prudence was considered by showing only the realized gains at balance sheet date. All recognizable risks and possible future losses arisen in the fiscal year were taken into account.

However, not only due to sufficient equity reserves, from today's perspective Executive Board assumes that the continued existence of the IBU ("Going Concern") is secured, both from a liquidity and profitability point of view.

In 2020, non-profit tax-exempt status of the IBU was confirmed by the Ministry of Finance for the years 2020-2024. The issuance of a new certificate confirming the IBU's tax-exempt status is, based on IBU's current status as an international non-governmental organization, not provided under the Austrian law "Amtssitzgesetz" (ASG). This means that the current status as a non-profit association is derived from the general provisions of Federal Tax Code (BAO).

1.2. Fixed Assets

Intangible Fixed Assets

Intangible assets are valued at acquisition cost reduced by straight-line depreciation.

Scheduled depreciation is based on the following useful lives:

Intangible assets	Useful life
Software	3
Website	3
Brand	10

Property, Plant and Equipment

Fixed assets are valued at acquisition or manufacturing cost reduced by straight-line depreciation. For calculating the depreciation, the following methods are used:
The systematic depreciation is calculated on a straight-line basis over their expected useful life (depreciation periods are shown together with the details to the respective items in the following). Certain low value assets up to EUR 1,000 each are completely written off in the year of acquisition. Assets acquired in the first half of a financial year are depreciated by an annual depreciation and additions to assets in the second half of a financial year are depreciated by semi-annual depreciation. Impairment losses are recognized at the reporting date if impairment is expected to be permanent. Impairment losses have been recognized.

Scheduled depreciation is based on the following useful lives:

Fixed assets	Useful life
Investments in Third-Party Premises	10 - 20
Equipment	3 - 10
Vehicles	5

For assets under construction, no depreciation is calculated until completion of the asset. Extraordinary depreciation is considered if the fair value is lower than the book-value.

Financial Assets

Financial assets are valued at acquisition cost or at the lower market value. Distribution-equivalent income increases the acquisition cost of a fund share.

Impairment losses are recognized at the reporting date if the market value at reporting date is lower than acquisition cost, irrespective if the impairment is expected to be permanent or not. If, in a later financial year, it becomes apparent that the reasons for the impairment no longer exist, the amount of the depreciation will be credited to the extent of the increase in value.

1.3. Current Assets

Receivables

Accounts receivable are valued at their nominal value. Recognizable risks are considered by individual allowances.

Cash and Cash Equivalents

The evaluation is made at nominal value.

1.4. Provisions

Other Provisions

Other provisions are made for all other uncertain liabilities. In accordance with the prudence principle all foreseeable risks during the preparation of the financial statements were provided for with the most probable value based on sound business judgment.

1.5. Liabilities

Liabilities are valued at settlement value.

If the current value at closing date is higher than the amount repayable, the higher current value is accounted for.

1.6. Foreign Currency Translation

Foreign currency receivables are converted using the exchange rate at the date of initial recognition or at balance sheet date if lower.

Foreign currency liabilities are converted using the exchange rate of initial recognition or at balance sheet date if higher.

2. Details and Explanations to Certain Items of the Balance Sheet and the Statement of Income and Expenditure

2.1. Explanations to Certain Items of the Balance Sheet

Fixed Assets

The development of fixed assets and details to the depreciation are shown in the attached schedule (Appendix 1).

Intangible Fixed Assets

The additions and reclassifications during the financial year relate to acquired software and software licences and the development and enhancement of the digital platforms.

Property, Plant and Equipment

The additions in the financial year relate to office and IT equipment .

The calculation of the values as stated in the fixed assets schedule is computed as follows:

The immediate write-off of low-value assets (below EUR 1,000) is included in the depreciation of the current year, but is deducted from the accumulated depreciation and stated separately again under column "additions" and "disposals".

Financial Assets

Shares in Affiliated Companies

The addition relates to the capital contribution to IBU Event and Marketing GmbH, a wholly owned subsidiary established in the previous year. The investment was impaired due to significant start-up losses.

	2026-04-30 EUR	2025-04-30 EURk
Securities		
Securities Spängler Bank	0	81
Securities Schelhammer Capital Bank	37.608.019	33.073
Securities Liechtensteinische Landesbank	20.550.278	20.003
Securities Salzburger Sparkasse Bank	3.095.980	3.028
Securities Schelhammer Capital Bank	0	2.729
	61.254.277	58.914

The securities of Spängler Bank were sold in the financial year 2025/2026. The two custody accounts held with Schelhammer Capital Bank were merged into a single custody account.

In financial year 2025/26 additions of financial assets amounted to EUR 924,432 (previous year: EURk 1,271).

Accounts Receivable and Other Assets

	Total EUR	thereof residual term up to 1 year EUR
Receivables and Other Assets		
Accounts Receivable	535.876	535.876
PY in 1000	596	596
Other Receivable	367.683	367.683
PY in 1000	556	556
Total Receivables	903.559	903.559
PY in 1000	1.152	1.152

As of 30th April 2026 the IBU discloses receivables against RBU in the amount of EUR 454,532 (previous year: EURk 330) and payables in the amount of EUR 0 (previous year: EURk 203). For the net receivables (balance) an impairment of 50% is considered.

	2026-04-30 EUR	2025-04-30 EURk
RBU		
Receivables	454.532	330
Payables	0	-203
Net Balance	454.532	127
Impairment	-227.266	-63
Net Balance after Impairment	227.266	63

The following items are included in the balance sheet item "Other Receivables":

	2026-04-30	2025-04-30
	EUR	EURk
Membership Fees	2.850	1
less Allowance	0	0
Creditors with Debit Accounts	108.438	5
Prepayment	160.538	313
Other	95.857	237
	<u>367.683</u>	<u>556</u>

The balance sheet item "Other Receivables" contains revenues of EUR 256,395 (previous year: EURk 550) which affect payment only after balance sheet date.

Cash and Cash Equivalents

	2026-04-30	2025-04-30
	EUR	EURk
Cash	<u>2.022</u>	<u>2</u>

Bank Accounts

	2026-04-30	2025-04-30
	EUR	EURk
Bank Accounts	<u>4.583.746</u>	<u>7.911</u>

Prepaid Expenses

	2026-04-30	2025-04-30
	EUR	EURk
Prepaid Expenses	<u>345.201</u>	<u>328</u>

Association Net Assets

	2026-04-30	2025-04-30
	EUR	EURk
Restricted Reserves according to Congress	<u>55.914.000</u>	<u>54.345</u>
Temporarily Restricted Reserves	2.500.000	6.160
Balance Sheet Surplus	<u>3.491.922</u>	<u>4.098</u>
	<u>61.905.922</u>	<u>64.603</u>

	EUR
Balance Sheet Surplus as at 2025-05-01	<u>4.097.683</u>
Allocation of Restricted Reserves according to Congress	-1.569.000
Allocation of Temporarily Restricted Reserves	-2.500.000
Release of Temporarily Restricted Reserves	6.160.000
Annual Deficit from 2025-05-01 to 2026-04-30	<u>-2.696.761</u>
Balance Sheet Surplus as at 2026-04-30	<u>3.491.922</u>

The balance sheet surplus of EUR 3,817,922 shall be carried forward.

Restricted reserves are increased by EUR 1,406,000.

	2025-05-01	Allocation	Release	2026-04-30
	EURk	EURk	EURk	EURk
Restricted Reserves according to Congress	<u>54.345</u>	<u>1.569</u>	<u>0</u>	<u>55.914</u>

Provisions

Other provisions changed as follows:

	Status		Cancellation	Allocation/Re- classification	Status
	2025-05-01 EUR	Usage EUR			2026-04-30 EUR
Other Provisions					
Accrued Vacation Days	137.755	137.755	0	169.552	169.552
Accrued Compensatory Time	53.511	53.511	0	73.189	73.189
13 th and 14 th month Salary	155.555	155.555	0	162.048	162.048
Accrued Bonus	58.110	58.110	0	148.832	148.832
Accrued External Advisory	452.000	831	159.169	97.000	389.000
Audit Fees	59.870	59.270	600	57.000	57.000
Doping Control Expense	67.400	35.008	19.092	63.600	76.900
Others	1.910.273	1.473.048	137.535	1.419.648	1.719.338
	2.894.474	1.973.087	316.397	2.190.870	2.795.860

The external audit fee for current year's audit of financial statements amounts to EUR 33,000 (previous year: EURk 30).

Liabilities

Liabilities	Total	thereof residual term up to 1 year
	EUR	EUR
Advance Payments Received	0	0
PY in 1000	11	11
Accounts Payable	3.235.749	3.235.749
PY in 1000	1.873	1.873
Other Liabilities	135.843	135.843
PY in 1000	158	158
<i>thereof Taxes</i>	57.182	57.182
<i>PY in 1000</i>	61	61
<i>thereof for Social Security</i>	67.182	67.182
<i>PY in 1000</i>	67	67
Total Liabilities	3.371.592	3.371.592
PY in 1000	2.042	2.042

Accounts payable include:

	2026-04-30 EUR	2025-04-30 EURk
National Federations	1.079.223	551
Other	2.156.526	1.322
	3.235.749	1.873

The balance sheet item "other liabilities" contains expenditure of EUR 135,843 (previous year: EURk 158) which affect payment only after balance sheet date.

No liabilities are secured by property.

Deferred Income

	2026-04-30 EUR	2025-04-30 EURk
Deferred Income	18.400	78

This position contains grants for different projects that have been received in financial year 2025/2026 or previous years. The grants are accrued as deferred income and in further succession released to income in the following financial years according to project time schedule.

Obligations arising from the use of Property, Plant and Equipment not shown in the Balance Sheet

The obligations under rental agreements will amount to EUR 330,064 in the financial year 2026/2027 (previous year: EURk 480) and in the following five financial years to EUR 1,195,461 (previous year: EURk 2,390). The decrease results from the termination of the fleet leasing contracts. As of the date the financial statements were prepared, no new contracts had been entered into.

Other Contingencies and Obligations

There is a bank guarantee in favour of the landlord of IBU's premises amounting to EUR 69,810 instead of providing a cash deposit to the landlord.

2.2. Explanations to Certain Items of the Statement of Income and Expenditure

Revenues

	2025/2026	2024/25
	EUR	EURk
Membership Fee	22.850	18
Ordinary Revenues	48.705.000	49.305
Other Revenues	5.215.465	2.265
	53.943.315	51.588

Ordinary revenues include revenues from TV broadcasting rights and advertising.

Other revenues include amongst other topics revenues from IOC sports development, IOC/OC revenues and reimbursements of expenditures.

Other Operating Income

Other operating income particularly contains reimbursements and exchange rate differences.

Contributions to National Federations and Sports

	2025/2026	2024/25
	EUR	EURk
Support of National Federations	13.375.324	12.430
Prize Money	9.519.846	9.388
Contribution to IBU Events	6.295.153	6.890
Contributions to National Fed. for Participation	8.213.550	8.097
Doping Control Expense	917.771	934
Other	6.104.192	5.996
	44.425.837	43.736

Included in the support provided to National Federations is EUR 0 (previous year: EURk 67) relating to expenditure incurred in actively supporting members to attend the Congress. No Congress was held during the current year.

Personnel Expense

	2025/2026	2024/25
	EUR	EURk
Staff Costs and Management Expenses	2.935.628	2.654
Social Expenses	776.941	825
	3.712.570	3.479

The remuneration of Secretary General amounts to EUR 314,139 (previous year: EURk 314), comprising of a net salary of EUR 180,154 (previous year: EURk 179) and employee deductions of EUR 133,985 (previous year: EURk 135). The net salary includes per diem allowances paid in accordance with the IBU Travel Expense Rules. In addition, expenses relating to business travel, including flights and accommodation, amount to EUR 31.424,61 (previous year: EURk 23).

Average Number of Employees

	2025/2026	2024/25
Employees IBU	30	27
Employees BIU	5	5
	35	32

In the financial year 2025/2026, an average of 30 full-time equivalents (FTEs) (previous year: 29) were employed, thereof 4 (previous year: 4) within BIU.

Other Operating Expenses

	2025/2026	2024/25
	EUR	EURk
Consultants and Lawyers	1.498.079	1.590
Public Relations	2.457.614	1.547
Travel Costs	330.134	295
Safe Custody Fee	3.062	3
Rental Expense	1.081.335	956
Office Supplies	284.710	334
Other	1.616.521	1.653
	7.271.455	6.378

The increase in expenses of Public Relations is related to the Olympic Winter Games Milano Cortina 2026.

Office supplies contain particularly IT expenses, translation fees and license fees.

Other operating expenses include building maintenance, leasing fees for vehicles and insurance.

The per diem allowances paid to the members of the Executive Board in accordance with the IBU Travel Expense Rules and recorded under other operating expenses amount to EUR 55.402,50 (previous year: EURk 34). In addition, expenses relating to business travel of the members of the Executive Board, including flights and accommodation, amount to EUR 145.316,85 (previous year: EURk 154).

Remuneration of IBU President

The remuneration of IBU President, that is shown in other operating expense, amounts to EUR 120,000 (previous year: EURk 120).

Other Interest and Similar Income

This position comprises distribution-equivalent income and rebates from securities account of EUR 1,266,430 (previous year: EURk 719).

Income from the Sale of Securities and Reversals of Impairments

This item comprises realized gains and losses from the sale of securities as well as income from reversals of previously recognized impairment losses on securities.

Impairment of Financial Assets

This position reflects the impairment of the investment in the 100% subsidiary IBU Event and Marketing GmbH.

3. Other Mandatory Declarations

The financial statements have been prepared based on the respective laws and regulations.

Balance sheets, statements of income and expenditure and notes comply with legal requirements and give a true and fair view of the financial position in accordance with Austrian Generally Accepted Accounting Principles.

The IBU is a large association (“großer Verein”) under Par. 22 VerG.

No loans or advance payments were granted to the members of the Executive Board and the General Secretary.

Information about the Members of the Executive Board

The Executive Board of the IBU for the financial year 2025/26 consists of the following members:

- Olle Dahlin, President
- Jiri Hamza, Vice President
- Christian Scherer, Treasurer
- Tore Boygard, Executive Board Member
- Ekaterina Dafovska, Executive Board Member
- Tim Farcnik, Executive Board Member
- Fabien Saguez, Executive Board Member
- Nathalie Santer, Executive Board Member
- Franz Steinle, Executive Board Member
- Lena Haecki-Gross, Athletes' Committee Representative with voting rights (until April 30, 2026)
- Simon Eder, Athletes' Committee Representative with voting rights (from May 1, 2026)
- Max Cobb, Secretary General (without right to vote)

Events Subsequent to Balance Sheet Date

After the balance sheet date no material subsequent events occurred which have not been included in the balance sheet or in the statement of income and expenditure.

International Biathlon Union (IBU)					Fixed Assets Schedule as of 30.04.2026							
Acquisition Costs					Accumulated Depreciation					Book Value		
01.05.2025	Additons	Transfer	Disposals	30.04.2026	01.05.2025	Depreciation	Impairment Reversal	Disposals	Transfer	30.04.2026	01.05.2025	30.04.2026
2,459,785.05	14,539.33	86,346.00	-1,361.36	2,559,309.02	2,012,481.37	269,427.92	0.00	-1,361.35	0.00	2,280,547.94	447,303.68	278,761.08
2,459,785.05	14,539.33	86,346.00	-1,361.36	2,559,309.02	2,012,481.37	269,427.92	0.00	-1,361.35	0.00	2,280,547.94	447,303.68	278,761.08
228,110.12	107,944.28	0.00	-270.07	335,784.33	103,028.00	26,495.42	0.00	0.00	0.00	129,523.42	125,082.12	206,260.91
1,407,186.92	78,604.72	0.00	-73,414.44	1,412,377.20	778,231.53	205,042.47	0.00	-73,379.50	0.00	909,894.50	628,955.39	502,482.70
13,373.06	330.00	0.00	0.00	13,703.06	5,163.88	2,376.87	0.00	0.00	0.00	7,540.75	8,209.18	6,162.31
0.00	2,513.13	0.00	-2,513.13	0.00	0.00	1,332.14	0.00	-1,332.14	0.00	0.00	0.00	0.00
30,495.00	104,616.00	-86,346.00	0.00	48,765.00	30,495.00	0.00	0.00	0.00	0.00	30,495.00	0.00	18,270.00
1,679,165.10	294,008.13	-86,346.00	-76,197.64	1,810,629.59	916,918.41	235,246.90	0.00	-74,711.64	0.00	1,077,453.67	762,246.69	733,175.92
100,000.00	3,090,000.00	0.00	0.00	3,190,000.00	0.00	3,190,000.00	0.00	0.00	0.00	3,190,000.00	100,000.00	0.00
59,992,534.75	5,025,514.32	0.00	-3,609,418.86	61,408,630.21	1,078,785.03	0.00	-924,432.18	0.00	0.00	154,352.85	58,913,749.72	61,254,277.36
60,092,534.75	8,115,514.32	0.00	-3,609,418.86	64,598,630.21	1,078,785.03	3,190,000.00	-924,432.18	0.00	0.00	3,344,352.85	59,013,749.72	61,254,277.36
64,231,484.90	8,424,061.78	0.00	-3,686,977.86	68,968,568.82	4,008,184.81	3,694,674.82	-924,432.18	-76,072.99	0.00	6,702,354.46	60,223,300.09	62,266,214.36

Anif, am 08. Juli 2026



Präsident
Olle Dahlin

Vizepräsident
Jiri Hamza



Vorstandsmitglied
Tore Boygard



Vorstandsmitglied
Dr. Franz Steinle



Stimmberechtigter Vertreter des
Athletenkomitees
Simon Eder



Vorstandsmitglied
Tim Farnik



Vorstandsmitglied
Nathalie Santner



Generalsekretär
Max Cobb

Anif, am 08. Juli 2026

Präsident
Olle Dahlin

Vizepräsident
Jiri Hamza



Schatzmeister
Christian Scherer



Vorstandsmitglied
Fabien Saguez



Vorstandsmitglied
Ekaterina Dafovska

Vorstandsmitglied
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Anif, am 08. Juli 2026

Präsident Olle Dahlin	Vizepräsident Jiri Hamza
Schatzmeister Christian Scherer	Vorstandsmitglied Tore Boygard
Vorstandsmitglied Fabien Saguez	Vorstandsmitglied Dr. Franz Steinle
Vorstandsmitglied Ekaterina Dafovska	Stimmberechtigter Vertreter des Athletenkomitees Simon Eder
Vorstandsmitglied Tim Farnik	Vorstandsmitglied Nathalie Santner
Generalsekretär Max Cobb	



General Conditions of Contract
for the
Public Accounting Professions
(AAB 2018)

Provided by the Board of the Chamber of Tax Advisers and Auditors

Preamble and General Items

- (1) Contract within the meaning of these Conditions of Contract refers to each contract on services to be rendered by a person entitled to exercise profession in the field of public accounting exercising that profession (de facto activities as well as providing or performing legal transactions or acts, in each case pursuant to Sections 2 or 3 Austrian Public Accounting Professions Act (WTBG 2017)). The parties to the contract shall hereinafter be referred to as the "contractor" on the one hand and the "client" on the other hand).
- (2) The General Conditions of Contract for the professions in the field of public accounting are divided into two sections: The Conditions of Section I shall apply to contracts where the agreeing of contracts is part of the operations of the client's company (entrepreneur within the meaning of the Austrian Consumer Protection Act. They shall apply to consumer business under the Austrian Consumer Protection Act (Federal Act of March 8, 1979 / Federal Law Gazette No. 140 as amended) insofar as Section II does not provide otherwise for such business.
- (3) In the event that an individual provision is void, the invalid provision shall be replaced by a valid provision that is as close as possible to the desired objective.

SECTION I

1. Scope and Execution of Contract

- (1) The scope of the contract is generally determined in a written agreement drawn up between the client and the contractor. In the absence of such a detailed written agreement, (2)-(4) shall apply in case of doubt:
- (2) When contracted to perform tax consultation services, consultation shall consist of the following activities:
a) preparing annual tax returns for income tax and corporate tax as well as value-added tax (VAT) on the basis of the financial statements and other documents and papers required for taxation purposes and to be submitted by the client or (if so agreed) prepared by the contractor. Unless explicitly agreed otherwise, documents and papers required for taxation purposes shall be produced by the client.
b) examining the tax assessment notices for the tax returns mentioned under a).
c) negotiating with the fiscal authorities in connection with the tax returns and notices mentioned under a) and b).
d) participating in external tax audits and assessing the results of external tax audits with regard to the taxes mentioned under a).
e) participating in appeal procedures with regard to the taxes mentioned under a).
If the contractor receives a flat fee for regular tax consultation, in the absence of written agreements to the contrary, the activities mentioned under d) and e) shall be invoiced separately.
- (3) Provided the preparation of one or more annual tax return(s) is part of the contract accepted, this shall not include the examination of any particular accounting conditions nor the examination of whether all relevant concessions, particularly those with regard to value added tax, have been utilized, unless the person entitled to exercise the profession can prove that he/she has been commissioned accordingly.
- (4) In each case, the obligation to render other services pursuant to Sections 2 and 3 WTBG 2017 requires for the contractor to be separately and verifiably commissioned.
- (5) The aforementioned paragraphs (2) to (4) shall not apply to services requiring particular expertise provided by an expert.

- (6) The contractor is not obliged to render any services, issue any warnings or provide any information beyond the scope of the contract.
- (7) The contractor shall have the right to engage suitable staff and other performing agents (subcontractors) for the execution of the contract as well as to have a person entitled to exercise the profession substitute for him/her in executing the contract. Staff within the meaning of these Conditions of Contract refers to all persons who support the contractor in his/her operating activities on a regular or permanent basis, irrespective of the type of underlying legal transaction.
- (8) In rendering his/her services, the contractor shall exclusively take into account Austrian law; foreign law shall only be taken into account if this has been explicitly agreed upon in writing.
- (9) Should the legal situation change subsequent to delivering a final professional statement passed on by the client orally or in writing, the contractor shall not be obliged to inform the client of changes or of the consequences thereof. This shall also apply to the completed parts of a contract.
- (10) The client shall be obliged to make sure that the data made available by him/her may be handled by the contractor in the course of rendering the services. In this context, the client shall particularly but not exclusively comply with the applicable provisions under data protection law and labor law.
- (11) Unless explicitly agreed otherwise, if the contractor electronically submits an application to an authority, he/she acts only as a messenger and this does not constitute a declaration of intent or knowledge attributable to him/her or a person authorized to submit the application.
- (12) The client undertakes not to employ persons that are or were staff of the contractor during the contractual relationship, during and within one year after termination of the contractual relationship, either in his/her company or in an associated company, failing which he/she shall be obliged to pay the contractor the amount of the annual salary of the member of staff taken over.

2. Client's Obligation to Provide Information and
Submit Complete Set of Documents

- (1) The client shall make sure that all documents required for the execution of the contract be placed without special request at the disposal of the contractor at the agreed date, and in good time if no such date has been agreed, and that he/she be informed of all events and circumstances which may be of significance for the execution of the contract. This shall also apply to documents, events and circumstances which become known only after the contractor has commenced his/her work.
- (2) The contractor shall be justified in regarding information and documents presented to him/her by the client, in particular figures, as correct and complete and to base the contract on them. The contractor shall not be obliged to identify any errors unless agreed separately in writing. This shall particularly apply to the correctness and completeness of bills. However, he/she is obliged to inform the client of any errors identified by him/her. In case of financial criminal proceedings he/she shall protect the rights of the client.
- (3) The client shall confirm in writing that all documents submitted, all information provided and explanations given in the context of audits, expert opinions and expert services are complete.
- (4) If the client fails to disclose considerable risks in connection with the preparation of financial statements and other statements, the contractor shall not be obliged to render any compensation insofar as these risks materialize.
- (5) Dates and time schedules stated by the contractor for the completion of the contractor's products or parts thereof are best estimates and, unless otherwise agreed in writing, shall not be binding. The same applies to any estimates of fees: they are prepared to best of the contractor's knowledge; however, they shall always be non-binding.
- (6) The client shall always provide the contractor with his/her current contact details (particularly the delivery address). The contractor may rely on the validity of the contact details most recently provided by the client, particularly have deliveries made to the most recently provided address, until such time as new contact details are provided.

3. Safeguarding of Independence

- (1) The client shall be obliged to take all measures to prevent that the independence of the staff of the contractor be jeopardized and shall himself/herself refrain from jeopardizing their independence in any way. In particular, this shall apply to offers of employment and to offers to accept contracts on their own account.



(2) The client acknowledges that his/her personal details required in this respect, as well as the type and scope of the services, including the performance period agreed between the contractor and the client for the services (both audit and non-audit services), shall be handled within a network (if any) to which the contractor belongs, and for this purpose transferred to the other members of the network including abroad for the purpose of examination of the existence of grounds of bias or grounds for exclusion and conflicts of interest. For this purpose the client expressly releases the contractor in accordance with the Data Protection Act and in accordance with Section 80 (4) No. 2 WTBG 2017 from his/her obligation to maintain secrecy. The client can revoke the release from the obligation to maintain secrecy at any time.

4. Reporting Requirements

(1) (Reporting by the contractor) In the absence of an agreement to the contrary, a written report shall be drawn up in the case of audits and expert opinions.

(2) (Communication to the client) All contract-related information and opinions, including reports, (all declarations of knowledge) of the contractor, his/her staff, other performing agents or substitutes ("professional statements") shall only be binding provided they are set down in writing. Professional statements in electronic file formats which are made, transferred or confirmed by fax or e-mail or using similar types of electronic communication (that can be stored and reproduced but is not oral, i.e. e.g. text messages but not telephone) shall be deemed as set down in writing; this shall only apply to professional statements. The client bears the risk that professional statements may be issued by persons not entitled to do so as well as the transfer risk of such professional statements.

(3) (Communication to the client) The client hereby consents to the contractor communicating with the client (e.g. by e-mail) in an unencrypted manner. The client declares that he/she has been informed of the risks arising from the use of electronic communication (particularly access to, maintaining secrecy of, changing of messages in the course of transfer). The contractor, his/her staff, other performing agents or substitutes are not liable for any losses that arise as a result of the use of electronic means of communication.

(4) (Communication to the contractor) Receipt and forwarding of information to the contractor and his/her staff are not always guaranteed when the telephone is used, in particular in conjunction with automatic telephone answering systems, fax, e-mail and other types of electronic communication. As a result, instructions and important information shall only be deemed to have been received by the contractor provided they are also received physically (not by telephone, orally or electronically), unless explicit confirmation of receipt is provided in individual instances. Automatic confirmation that items have been transmitted and read shall not constitute such explicit confirmations of receipt. This shall apply in particular to the transmission of decisions and other information relating to deadlines. As a result, critical and important notifications must be sent to the contractor by mail or courier. Delivery of documents to staff outside the firm's offices shall not count as delivery.

(5) (General) In writing shall mean, insofar as not otherwise laid down in Item 4. (2), written form within the meaning of Section 886 Austrian Civil Code (ABGB) (confirmed by signature). An advanced electronic signature (Art. 26 eIDAS Regulation (EU) No. 910/2014) fulfills the requirement of written form within the meaning of Section 886 ABGB (confirmed by signature) insofar as this is at the discretion of the parties to the contract.

(6) (Promotional information) The contractor will send recurrent general tax law and general commercial law information to the client electronically (e.g. by e-mail). The client acknowledges that he/she has the right to object to receiving direct advertising at any time.

5. Protection of Intellectual Property of the Contractor

(1) The client shall be obliged to ensure that reports, expert opinions, organizational plans, drafts, drawings, calculations and the like, issued by the contractor, be used only for the purpose specified in the contract (e.g. pursuant to Section 44 (3) Austrian Income Tax Act 1988). Furthermore, professional statements made orally or in writing by the contractor may be passed on to a third party for use only with the written consent of the contractor.

(2) The use of professional statements made orally or in writing by the contractor for promotional purposes shall not be permitted; a violation of this provision shall give the contractor the right to terminate without notice to the client all contracts not yet executed.

(3) The contractor shall retain the copyright on his/her work. Permission to use the work shall be subject to the written consent by the contractor.

6. Correction of Errors

(1) The contractor shall have the right and shall be obliged to correct all errors and inaccuracies in his/her professional statement made orally or in writing which subsequently come to light and shall be obliged to inform the client thereof without delay. He/she shall also have the right to inform a third party acquainted with the original professional statement of the change.

(2) The client has the right to have all errors corrected free of charge if the contractor can be held responsible for them; this right will expire six months after completion of the services rendered by the contractor and/or – in cases where a written professional statement has not been delivered – six months after the contractor has completed the work that gives cause to complaint.

(3) If the contractor fails to correct errors which have come to light, the client shall have the right to demand a reduction in price. The extent to which additional claims for damages can be asserted is stipulated under Item 7.

7. Liability

(1) All liability provisions shall apply to all disputes in connection with the contractual relationship, irrespective of the legal grounds. The contractor is liable for losses arising in connection with the contractual relationship (including its termination) only in case of willful intent and gross negligence. The applicability of Section 1298 2nd Sentence ABGB is excluded.

(2) In cases of gross negligence, the maximum liability for damages due from the contractor is tenfold the minimum insurance sum of the professional liability insurance according to Section 11 WTBG 2017 as amended.

(3) The limitation of liability pursuant to Item 7. (2) refers to the individual case of damages. The individual case of damages includes all consequences of a breach of duty regardless of whether damages arose in one or more consecutive years. In this context, multiple acts or failures to act that are based on the same or similar source of error as one consistent breach of duty if the matters concerned are legally and economically connected. Single damages remain individual cases of damage even if they are based on several breaches of duty. Furthermore, the contractor's liability for loss of profit as well as collateral, consequential, incidental or similar losses is excluded in case of willful damage.

(4) Any action for damages may only be brought within six months after those entitled to assert a claim have gained knowledge of the damage, but no later than three years after the occurrence of the (primary) loss following the incident upon which the claim is based, unless other statutory limitation periods are laid down in other legal provisions.

(5) Should Section 275 Austrian Commercial Code (UGB) be applicable (due to a criminal offense), the liability provisions contained therein shall apply even in cases where several persons have participated in the execution of the contract or where several activities requiring compensation have taken place and irrespective of whether other participants have acted with intent.

(6) In cases where a formal auditor's report is issued, the applicable limitation period shall commence no later than at the time the said auditor's report was issued.

(7) If activities are carried out by enlisting the services of a third party, e.g. a data-processing company, any warranty claims and claims for damages which arise against the third party according to law and contract shall be deemed as having been passed on to the client once the client has been informed of them. Item 4. (3) notwithstanding, in such a case the contractor shall only be liable for fault in choosing the third party.

(8) The contractor's liability to third parties is excluded in any case. If third parties come into contact with the contractor's work in any manner due to the client, the client shall expressly clarify this fact to them. Insofar as such exclusion of liability is not legally permissible or a liability to third parties has been assumed by the contractor in exceptional cases, these limitations of liability shall in any case also apply to third parties on a subsidiary basis. In any case, a third party cannot raise any claims that go beyond any claim raised by the client. The maximum sum of liability shall be valid only once for all parties injured, including the compensation claims of the client, even if several persons (the client and a third party or several third parties) have sustained losses; the claims of the parties injured shall be satisfied in the order in which the claims have been raised. The client will indemnify and hold harmless the contractor and his/her staff against any claims by third parties in connection with professional statements made orally or in writing by the contractor and passed on to these third parties.

(9) Item 7. shall also apply to any of the client's liability claims to third parties (performing agents and vicarious agents of the contractor) and to substitutes of the contractor relating to the contractual relationship.

8. Secrecy, Data Protection

(1) According to Section 80 WTBG 2017 the contractor shall be obliged to maintain secrecy in all matters that become known to him/her in connection with his/her work for the client, unless the client releases him/her from this duty or he/she is bound by law to deliver a statement.

(2) Insofar as it is necessary to pursue the contractor's claims (particularly claims for fees) or to dispute claims against the contractor (particularly claims for damages raised by the client or third parties against the contractor), the contractor shall be released from his/her professional obligation to maintain secrecy.

(3) The contractor shall be permitted to hand on reports, expert opinions and other written statements pertaining to the results of his/her services to third parties only with the permission of the client, unless he/she is required to do so by law.

(4) The contractor is a data protection controller within the meaning of the General Data Protection Regulation ("GDPR") with regard to all personal data processed under the contract. The contractor is thus authorized to process personal data entrusted to him/her within the limits of the contract. The material made available to the contractor (paper and data carriers) shall generally be handed to the client or to third parties appointed by the client after the respective rendering of services has been completed, or be kept and destroyed by the contractor if so agreed. The contractor is authorized to keep copies thereof insofar as he/she needs them to appropriately document his/her services or insofar as it is required by law or customary in the profession.

(5) If the contractor supports the client in fulfilling his/her duties to the data subjects arising from the client's function as data protection controller, the contractor shall be entitled to charge the client for the actual efforts undertaken. The same shall apply to efforts undertaken for information with regard to the contractual relationship which is provided to third parties after having been released from the obligation to maintain secrecy to third parties by the client.

9. Withdrawal and Cancellation („Termination“)

(1) The notice of termination of a contract shall be issued in writing (see also Item 4. (4) and (5)). The expiry of an existing power of attorney shall not result in a termination of the contract.

(2) Unless otherwise agreed in writing or stipulated by force of law, either contractual partner shall have the right to terminate the contract at any time with immediate effect. The fee shall be calculated according to Item 11.

(3) However, a continuing agreement (fixed-term or open-ended contract on – even if not exclusively – the rendering of repeated individual services, also with a flat fee) may, without good reason, only be terminated at the end of the calendar month by observing a period of notice of three months, unless otherwise agreed in writing.

(4) After notice of termination of a continuing agreement and unless otherwise stipulated in the following, only those individual tasks shall still be completed by the contractor (list of assignments to be completed) that can (generally) be completed fully within the period of notice insofar as the client is notified in writing within one month after commencement of the termination notice period within the meaning of Item 4. (2). The list of assignments to be completed shall be completed within the termination period if all documents required are provided without delay and if no good reason exists that impedes completion.

(5) Should it happen that in case of a continuing agreement more than two similar assignments which are usually completed only once a year (e.g. financial statements, annual tax returns, etc.) are to be completed, any such assignments exceeding this number shall be regarded as assignments to be completed only with the client's explicit consent. If applicable, the client shall be informed of this explicitly in the statement pursuant to Item 9. (4).

10. Termination in Case of Default in Acceptance and Failure to Cooperate on the Part of the Client and Legal Impediments to Execution

(1) If the client defaults on acceptance of the services rendered by the contractor or fails to carry out a task incumbent on him/her either according to Item 2. or imposed on him/her in another way, the contractor shall have the right to terminate the contract without prior notice. The same shall apply if the client requests a way to execute (also partially) the contract that the contractor reasonably believes is not in compliance with the legal situation or professional principles. His/her fees shall be calculated according to Item 11. Default in acceptance or failure to cooperate on the part of the client shall also justify a claim for compensation made by the contractor for the extra time and labor hereby expended as well as for the damage caused, if the contractor does not invoke his/her right to terminate the contract.

(2) For contracts concerning bookkeeping, payroll accounting and administration and assessment of payroll-related taxes and contributions, a termination without prior notice by the contractor is permissible under Item 10. (1) if the client verifiably fails to cooperate twice as laid down in Item 2. (1).

11. Entitlement to Fee

(1) If the contract fails to be executed (e.g. due to withdrawal or cancellation), the contractor shall be entitled to the negotiated compensation (fee), provided he/she was prepared to render the services and was prevented from so doing by circumstances caused by the client, whereby a merely contributory negligence by the contractor in this respect shall be excluded; in this case the contractor need not take into account the amount he/she obtained or failed to obtain through alternative use of his/her own professional services or those of his/her staff.

(2) If a continuing agreement is terminated, the negotiated compensation for the list of assignments to be completed shall be due upon completion or in case completion fails due to reasons attributable to the client (reference is made to Item 11. (1)). Any flat fees negotiated shall be calculated according to the services rendered up to this point.

(3) If the client fails to cooperate and the assignment cannot be carried out as a result, the contractor shall also have the right to set a reasonable grace period on the understanding that, if this grace period expires without results, the contract shall be deemed ineffective and the consequences indicated in Item 11. (1) shall apply.

(4) If the termination notice period under Item 9. (3) is not observed by the client as well as if the contract is terminated by the contractor in accordance with Item 10. (2), the contractor shall retain his/her right to receive the full fee for three months.

12. Fee

(1) Unless the parties explicitly agreed that the services would be rendered free of charge, an appropriate remuneration in accordance with Sections 1004 and 1152 ABGB is due in any case. Amount and type of the entitlement to the fee are laid down in the agreement negotiated between the contractor and his/her client. Unless a different agreement has verifiably been reached, payments made by the client shall in all cases be credited against the oldest debt.

(2) The smallest service unit which may be charged is a quarter of an hour.

(3) Travel time to the extent required is also charged.

(4) Study of documents which, in terms of their nature and extent, may prove necessary for preparation of the contractor in his/her own office may also be charged as a special item.

(5) Should a remuneration already agreed upon prove inadequate as a result of the subsequent occurrence of special circumstances or due to special requirements of the client, the contractor shall notify the client thereof and additional negotiations for the agreement of a more suitable remuneration shall take place (also in case of inadequate flat fees).

(6) The contractor includes charges for supplementary costs and VAT in addition to the above, including but not limited to the following (7) to (9):

(7) Chargeable supplementary costs also include documented or flat-rate cash expenses, traveling expenses (first class for train journeys), per diems, mileage allowance, copying costs and similar supplementary costs.

(8) Should particular third party liabilities be involved, the corresponding insurance premiums (including insurance tax) also count as supplementary costs.



(9) Personnel and material expenses for the preparation of reports, expert opinions and similar documents are also viewed as supplementary costs.

(10) For the execution of a contract wherein joint completion involves several contractors, each of them will charge his/her own compensation.

(11) In the absence of any other agreements, compensation and advance payments are due immediately after they have been requested in writing. Where payments of compensation are made later than 14 days after the due date, default interest may be charged. Where mutual business transactions are concerned, a default interest rate at the amount stipulated in Section 456 1st and 2nd Sentence UGB shall apply.

(12) Statutory limitation is in accordance with Section 1486 of ABGB, with the period beginning at the time the service has been completed or upon the issuing of the bill within an appropriate time limit at a later point.

(13) An objection may be raised in writing against bills presented by the contractor within 4 weeks after the date of the bill. Otherwise the bill is considered as accepted. Filing of a bill in the accounting system of the recipient is also considered as acceptance.

(14) Application of Section 934 ABGB within the meaning of Section 351 UGB, i.e. rescission for laesio enormis (lesion beyond moiety) among entrepreneurs, is hereby renounced.

(15) If a flat fee has been negotiated for contracts concerning bookkeeping, payroll accounting and administration and assessment of payroll-related taxes and contributions, in the absence of written agreements to the contrary, representation in matters concerning all types of tax audits and audits of payroll-related taxes and social security contributions including settlements concerning tax assessments and the basis for contributions, preparation of reports, appeals and the like shall be invoiced separately. Unless otherwise agreed to in writing, the fee shall be considered agreed upon for one year at a time.

(16) Particular individual services in connection with the services mentioned in Item 12. (15), in particular ascertaining whether the requirements for statutory social security contributions are met, shall be dealt with only on the basis of a specific contract.

(17) The contractor shall have the right to ask for advance payments and can make delivery of the results of his/her (continued) work dependent on satisfactory fulfillment of his/her demands. As regards continuing agreements, the rendering of further services may be denied until payment of previous services (as well as any advance payments under Sentence 1) has been effected. This shall analogously apply if services are rendered in installments and fee installments are outstanding.

(18) With the exception of obvious essential errors, a complaint concerning the work of the contractor shall not justify even only the partial retention of fees, other compensation, reimbursements and advance payments (remuneration) owed to him/her in accordance with Item 12.

(19) Offsetting the remuneration claims made by the contractor in accordance with Item 12. shall only be permitted if the demands are uncontested and legally valid.

13. Other Provisions

(1) With regard to Item 12. (17), reference shall be made to the legal right of retention (Section 471 ABGB, Section 369 UGB); if the right of retention is wrongfully exercised, the contractor shall generally be liable pursuant to Item 7. or otherwise only up to the outstanding amount of his/her fee.

(2) The client shall not be entitled to receive any working papers and similar documents prepared by the contractor in the course of fulfilling the contract. In the case of contract fulfillment using electronic accounting systems the contractor shall be entitled to delete the data after handing over all data based thereon – which were prepared by the contractor in relation to the contract and which the client is obliged to keep – to the client and/or the succeeding public accountant in a structured, common and machine-readable format. The contractor shall be entitled to an appropriate fee (Item 12. shall apply by analogy) for handing over such data in a structured, common and machine-readable format. If handing over such data in a structured, common and machine-readable format is impossible or unfeasible for special reasons, they may be handed over in the form of a full print-out instead. In such a case, the contractor shall not be entitled to receive a fee.

(3) At the request and expense of the client, the contractor shall hand over all documents received from the client within the scope of his/her activities. However, this shall not apply to correspondence between the contractor and his/her client and to original documents in his/her possession and to documents which are required to be kept in accordance with the legal anti-money laundering provisions applicable to the contractor. The contractor may make copies or duplicates of the documents to be returned to the client. Once such documents have been transferred to the client, the contractor shall be entitled to an appropriate fee (Item 12. shall apply by analogy).

(4) The client shall fetch the documents handed over to the contractor within three months after the work has been completed. If the client fails to do so, the contractor shall have the right to return them to the client at the cost of the client or to charge an appropriate fee (Item 12. shall apply by analogy) if the contractor can prove that he/she has asked the client twice to pick up the documents handed over. The documents may also further be kept by third parties at the expense of the client. Furthermore, the contractor is not liable for any consequences arising from damage, loss or destruction of the documents.

(5) The contractor shall have the right to compensation of any fees that are due by use of any available deposited funds, clearing balances, trust funds or other liquid funds at his/her disposal, even if these funds are explicitly intended for safekeeping, if the client had to have anticipated the counterclaim of the contractor.

(6) To secure an existing or future fee payable, the contractor shall have the right to transfer a balance held by the client with the tax office or another balance held by the client in connection with charges and contributions, to a trust account. In this case the client shall be informed of the transfer. Subsequently, the amount secured may be collected either after agreement has been reached with the client or after enforceability of the fee by execution has been declared.

14. Applicable Law, Place of Performance, Jurisdiction

(1) The contract, its execution and the claims resulting from it shall be exclusively governed by Austrian law, excluding national referral rules.

(2) The place of performance shall be the place of business of the contractor.

(3) In absence of a written agreement stipulating otherwise, the place of jurisdiction is the competent court of the place of performance.

SECTION II

15. Supplementary Provisions for Consumer Transactions

(1) Contracts between public accountants and consumers shall fall under the obligatory provisions of the Austrian Consumer Protection Act (KSchG).

(2) The contractor shall only be liable for the willful and grossly negligent violation of the obligations assumed.

(3) Contrary to the limitation laid down in Item 7. (2), the duty to compensate on the part of the contractor shall not be limited in case of gross negligence.

(4) Item 6. (2) (period for right to correction of errors) and Item 7. (4) (asserting claims for damages within a certain period) shall not apply.

(5) Right of Withdrawal pursuant to Section 3 KSchG:

If the consumer has not made his/her contract statement in the office usually used by the contractor, he/she may withdraw from the contract application or the contract proper. This withdrawal may be declared until the contract has been concluded or within one week after its conclusion; the period commences as soon as a document has been handed over to the consumer which contains at least the name and the address of the contractor as well as instructions on the right to withdraw from the contract, but no earlier than the conclusion of the contract. The consumer shall not have the right to withdraw from the contract

1. if the consumer himself/herself established the business relationship concerning the conclusion of this contract with the contractor or his/her representative,

2. if the conclusion of the contract has not been preceded by any talks between the parties involved or their representatives, or

3. in case of contracts where the mutual services have to be rendered immediately, if the contracts are usually concluded outside the offices of the contractors, and the fee agreed upon does not exceed €15.

In order to become legally effective, the withdrawal shall be declared in writing. It is sufficient if the consumer returns a document that contains his/her contract declaration or that of the contractor to the contractor with a note which indicates that the consumer rejects the conclusion or the maintenance of the contract. It is sufficient if this declaration is dispatched within one week.

If the consumer withdraws from the contract according to Section 3 KSchG,

1. the contractor shall return all benefits received, including all statutory interest, calculated from the day of receipt, and compensate the consumer for all necessary and useful expenses incurred in this matter,

2. the consumer shall pay for the value of the services rendered by the contractor as far as they are of a clear and predominant benefit to him/her.

According to Section 4 (3) KSchG, claims for damages shall remain unaffected.

(6) Cost Estimates according to Section 5 Austrian KSchG:

The consumer shall pay for the preparation of a cost estimate by the contractor in accordance with Section 1170a ABGB only if the consumer has been notified of this payment obligation beforehand.

If the contract is based on a cost estimate prepared by the contractor, its correctness shall be deemed warranted as long as the opposite has not been explicitly declared.

(7) Correction of Errors: Supplement to Item 6.:

If the contractor is obliged under Section 932 ABGB to improve or complement his/her services, he/she shall execute this duty at the place where the matter was transferred. If it is in the interest of the consumer to have the work and the documents transferred by the contractor, the consumer may carry out this transfer at his/her own risk and expense.

(8) Jurisdiction: Shall apply instead of Item 14. (3)

If the domicile or the usual residence of the consumer is within the country or if he/she is employed within the country, in case of an action against him/her according to Sections 88, 89, 93 (2) and 104 (1) Austrian Court Jurisdiction Act (JN), the only competent courts shall be the courts of the districts where the consumer has his/her domicile, usual residence or place of employment.

(9) Contracts on Recurring Services:

(a) Contracts which oblige the contractor to render services and the consumer to effect repeated payments and which have been concluded for an indefinite period or a period exceeding one year may be terminated by the consumer at the end of the first year, and after the first year at the end of every six months, by adhering to a two-month period of notice.

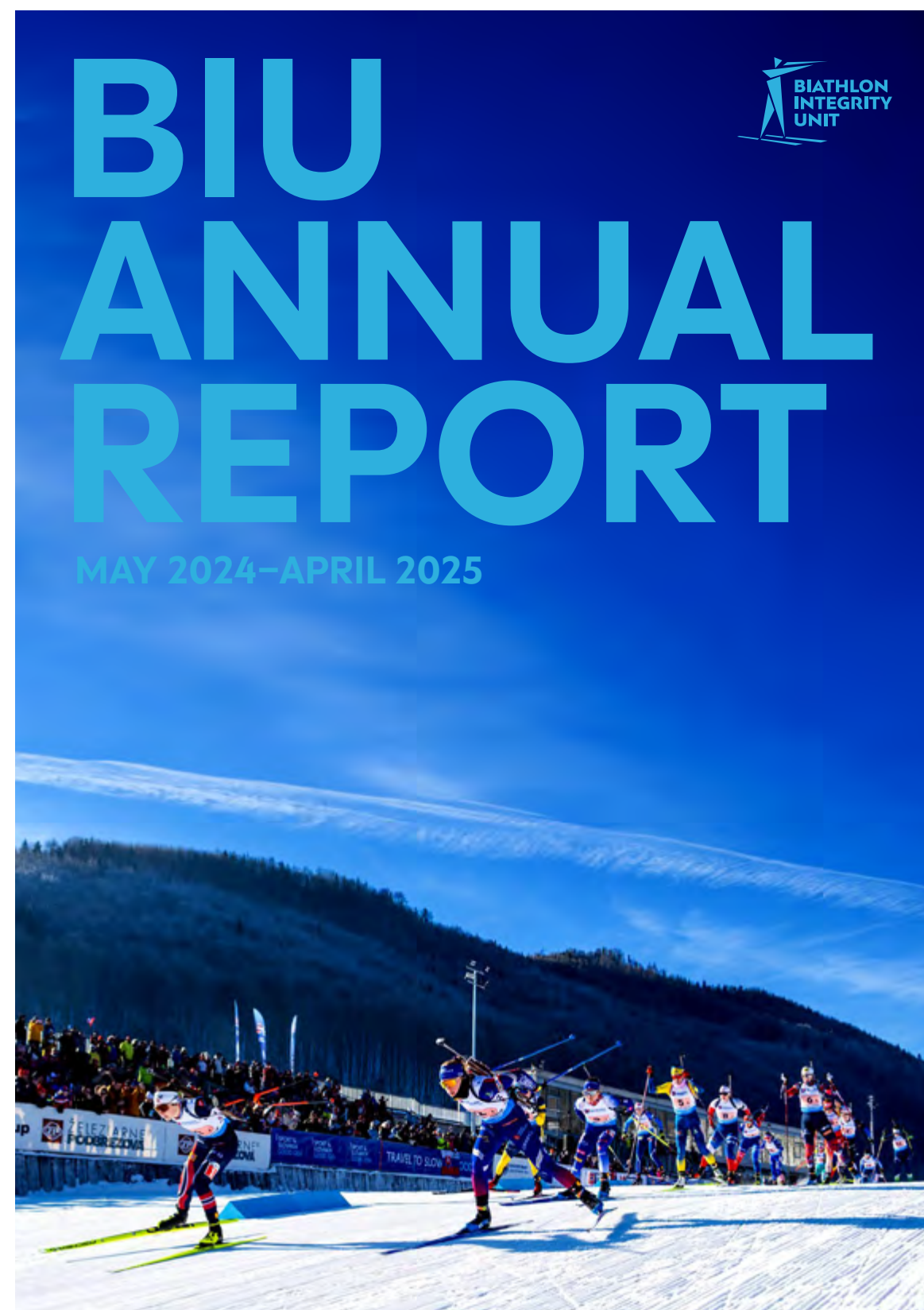
(b) If the total work is regarded as a service that cannot be divided on account of its character, the extent and price of which is determined already at the conclusion of the contract, the first date of termination may be postponed until the second year has expired. In case of such contracts the period of notice may be extended to a maximum of six months.

(c) If the execution of a certain contract indicated in lit. a) requires considerable expenses on the part of the contractor and if he/she informed the consumer about this no later than at the time the contract was concluded, reasonable dates of termination and periods of notice which deviate from lit. a) and b) and which fit the respective circumstances may be agreed.

(d) If the consumer terminates the contract without complying with the period of notice, the termination shall become effective at the next termination date which follows the expiry of the period of notice.



- **The Congress is asked to grant discharge to the Executive Board for the financial years 2024/2025 and 2025/2026**



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REPORT OF THE BIU BOARD ON IBU VETTING ACTIVITIES

Report 2024–2026

This report outlines the work of BIU Board the independent members of the BIU Board, and supported by the Biathlon Integrity Unit, concerning IBU vetting activities during the 2024–2026 reporting period.

Vetting is now an established part of the IBU's governance arrangements. Its purpose is not simply to identify reasons why a person should not hold office, but to identify integrity, governance and reputational risks before a person is elected, appointed or engaged by the IBU. Importantly, vetting does not end with election or appointment but continues throughout a person's period in office.

Vetting is therefore an important prevention and safety measure and constitutes a key pillar of good governance in international sport. It helps protect the sport, its participants and the credibility of IBU decision-making, and it provides assurance to the Biathlon Family that those entrusted with positions of authority or influence

have been subject to an independent and proportionate level of scrutiny.

The IBU Constitution provides that any person who represents, works for or on behalf of the IBU is an IBU Official. This includes members of the Executive Board, BIU Board and Committees, the Secretary General, IBU and BIU staff and Technical Delegates. Anyone wishing to become or remain an IBU Official must first be determined to be Eligible.

What Eligibility means

Eligibility is determined by reference to the criteria set out in Article 27 of the IBU Constitution. The constitutional Eligibility requirements address matters including criminal convictions, disciplinary sanctions, anti-doping violations, insolvency, legal restrictions on holding office and previous removal from an IBU position.

Eligibility involves, however, considerably more than a criminal record or basic background check. In addition to the specific requirements, the BIU Board must consider whether the person:

- is of good character and reputation;
- can meet the high standards of conduct and integrity required of an IBU Official;
- is fit to perform the role concerned; and
- where relevant, has the necessary independence, experience and expertise.

A determination of Eligibility does not represent a permanent clearance or a guarantee that no future issue will arise. It confirms that, based on the information available at the time, the person meets the requirements to become or remain an IBU Official.

The vetting process

Any person subject to vetting is required to provide comprehensive personal and professional information and to identify any actual, potential or perceived conflicts of interest. They must provide relevant information promptly, accurately and completely, cooperate with requests for further information and ensure that previous disclosures remain accurate and up to date.

REPORT OF THE BIU BOARD ON IBU VETTING ACTIVITIES

The BIU intelligence and investigative team then undertakes research and background enquiries on behalf of the BIU Board. The level of scrutiny is proportionate to the authority and influence associated with the position concerned. External business intelligence providers may also be engaged to assist with searches for relevant information.

Before the BIU Board makes a decision, the person concerned may be interviewed or receive written questions and requests for clarification, supporting documents or further information. This gives the person an opportunity to explain the context of any issue identified and to correct or supplement the information available.

The process is intended to ensure that the BIU Board has as comprehensive and balanced a picture as reasonably possible before determining Eligibility.

Where the preliminary assessment is that a person may not be Eligible, the person must be informed of the reasons and given at least five working days to provide submissions and supporting evidence before a final decision is made.

Continuing reporting and conflicts of interest

Once elected or appointed, a person becomes an IBU Official and is subject to the IBU Constitution, IBU Rules and IBU Integrity Code, including the obligation to remain Eligible throughout their period in office.

IBU Officials are responsible for promptly reporting any relevant change in their circumstances, whether or not the BIU has specifically requested an update. This includes information that could affect their Eligibility or create an actual, potential or perceived conflict of interest. Previous disclosures must also be corrected or updated whenever they are no longer complete or accurate.

IBU Officials also fall within the biennial conflict-of-interest reporting regime. This requires them to regularly review their circumstances and provide updated information about relevant interests, positions, relationships or activities that could affect, or reasonably appear to affect, their independence and impartiality.

It should be emphasised that biennial reporting does not replace the requirement to make an immediate disclosure. A new conflict or relevant change must be reported when it arises rather than being held back until the next reporting cycle.

Volume of vetting work

Candidates for election or appointment

During the reporting period, the BIU supported the BIU Board in processing 78 candidates.

Vetting requires considerably more than completing a background search. Each case involves receiving and reviewing the candidate's personal and professional information, assessing conflict-of-interest declarations, conducting independent research, seeking clarification where necessary, preparing the case for consideration by the BIU Board and recording the final decision.

Based on an average of 9.5 working hours for each candidate, the 78 vetting cases represent approximately 741 hours of BIU work.

REPORT OF THE BIU BOARD ON IBU VETTING ACTIVITIES

This is equivalent to more than 92 full working days, based on an eight-hour working day, or approximately four and a half months of one full-time officer's working capacity.

This figure does not include the additional time required from members of the BIU Board to review the information, consider any issues identified and make an independent Eligibility decision.

Conflict-of-interest updates

Since 1 May 2024, the BIU has processed 106 conflict-of-interest updates. Each update takes approximately 40 minutes to receive, review, assess, record and, where necessary, follow up with the IBU Official concerned.

This represents approximately 70 hours and 40 minutes of BIU work, equivalent to almost nine full working days, based on an eight-hour working day.

In total, the BIU has devoted approximately 812 working hours to the vetting activities. This is equivalent to more than 101 full working days, or approximately five months of one full-time officer's working capacity.

Prevention through informed decision-making

The level of work involved demonstrates that vetting and conflict-of-interest management are not simply administrative exercises but an important part of the IBU's prevention framework.

The process allows potential integrity, governance, safety and reputational risks to be identified and considered before a person assumes a position of authority. Continuing reporting then helps ensure that relevant changes are identified and managed throughout the person's time as an IBU Official.

The purpose is not to apply an unrealistic standard of personal perfection. It is to determine whether any identified concern is relevant to Eligibility, whether it has been properly disclosed and whether it can be appropriately addressed or managed.

Vetting, conflict-of-interest reporting and continuing monitoring form part of one prevention system. Together, they help the IBU identify risks early, improve transparency and ensure that those holding positions of responsibility continue to meet the standards that athletes, fans, partners and the wider Biathlon Family are entitled to expect.

The BIU Board remains supported by the BIU's intelligence, research and investigative capabilities while retaining independent responsibility for Eligibility decisions. This arrangement provides a strong and credible safeguard for the governance, safety and integrity of international biathlon.

Dr. Tanja Haug

BIU Board Member, Lead for Vetting

10.1 Presentation of the BIU Budget request**BIU BUDGET REQUEST**

In accordance with the IBU Constitution and the BIU Rules, the BIU Board has submitted its funding request for the period up to the next Ordinary Congress in 2028.

Budget position

The BIU budget for 2026/27 is €3,022,000.

The three-year budget frames are:

- €2,952,000 for 2027/28;
- €3,013,000 for 2028/29; and
- €3,075,000 for 2029/30.

Congress is asked to approve:

- €2,952,000 for the 2027/28 financial year; and
- funding from 1 May 2028 until the close of the 2028 Ordinary Congress, calculated on a pro-rata basis against the 2028/29 annual budget frame of €3,013,000.

The 2029/30 budget frame of €3,075,000 is included for planning purposes only and does not form part of this funding request.

Mental health and wellbeing programme

The requested funding includes €242,000 in 2027/28 for a dedicated mental health and wellbeing programme for the Biathlon Family.

The annual allocation will increase to €244,000 in 2028/29. Only the applicable pro-rata amount up to the close of the 2028 Ordinary Congress is included in this request.

The programme will support the BIU's prevention-led work and the IBU's commitment to the safety and wellbeing of participants in Biathlon and Para Biathlon.

Purpose of the funding

The funding supports the BIU's core functions, including prevention and education, safeguarding, communications and governance, case management, legal support, sample collection and analysis, intelligence and investigations, BIU Board activities and operational costs.

- According to Article 13.2.8 of the Constitution, the Congress appoints the independent members of the BIU Board. The Congress is asked to approve the members as follows:

Louise REILLY Chair

Alex MARSHALL Member

Dr Tanja HAUG Member

Confirmation of final Budget for 2026/2027 and the Budget frames for 2027/2028, 2028/2029 and 2029/2030

The operating and capital expenditure budget for 2026/27, together with the budget framework for the following three financial years through 2029/30, was approved by the Executive Board (EBM180). Across the four-year budget period, total expenditure is budgeted to broadly match total income, resulting in a budgeted balance sheet surplus of approximately zero in each financial year.

Budget 2026/27

Media revenue is budgeted to increase by more than 10% compared with the previous year, supported by a sign-on bonus. The total income is further increased by the planned release of the temporarily restricted reserve (IOC). Operating expenses are budgeted to increase following the Olympic season, driven by a higher number of events as well as increased investment in National Federation Support, OC Contributions, and Prize Money. Additional investments in strategic initiatives and the establishment of the Commer-

cial & Marketing Department further contribute to the increase in operating expenses.

Operating expenses for IBU GmbH are budgeted at a lower level following the first year of operations, reflecting the completion of initial setup activities. The total capital expenditure is budgeted at EUR 0.4 million.

The Executive Board proposes to maintain the membership fees unchanged.

BUDGET FRAMEWORK 2026-2030 IN EURO

Income and Expenses	Actuals 2025/26	Budget 2026/27	Budget Frame 2027/28	Budget Frame 2028/29	Budget Frame 2029/30
Total Operating Income *)	58,009,881	68,212,575	59,059,975	64,142,350	60,650,350
Total Operating Expenses	- 55,913,536	- 63,109,274	- 60,990,300	- 62,592,200	- 61,628,700
Operating Surplus / (Deficit)	2,096,345	5,103,301	- 1,930,325	1,550,150	- 978,350
Impairment of Shares in IBU GmbH	- 3,190,000	- 2,330,000	- 1,400,000	- 1,000,000	- 1,000,000
Other Financial Items	2,429,861	1,574,000	1,420,000	1,420,000	1,420,000
Income Taxes	- 372,967	- 400,000	- 400,000	- 400,000	- 400,000
Annual Surplus / (Deficit)	963,239	3,947,301	- 2,310,325	1,570,150	-958,350
Changes to Restricted Reserves	- 1,569,000	- 7,195,738	2,118,974	- 1,601,900	963,500
Accum Surplus / (Deficit)	4,097,683	3,491,922	243,485	52,134	20,384
Balance Sheet Surplus / (Deficit)	3,491,922	243,485	52,134	20,384	25,534
*) to enhance transparency, the income includes the release of the temporarily restricted reserve (IOC)					
Total Capital Expenditure:		390,000			

Budget Frame 2027/28

Media and marketing revenue is budgeted to remain at a high level. A lower release of the temporarily restricted reserve (IOC) is budgeted, reflecting the reduced funding requirement. NF Support and OC Contributions are budgeted at a lower level due to one fewer WC in the competition calendar. In addition, funds remain available under the Target 2030 budget to fund strategic initiatives as they are identified.

Budget Frames 2028/29 and 2029/30

Media revenue is budgeted to increase by almost 8% compared with 2027/28. NF Support, OC Contributions, and Prize Money are budgeted in line with the number of World Cup events scheduled in the competition calendar, while also providing for additional increases in funding.

BUDGET FRAMEWORK 2026-2028 IN EURO

Income and Expenses	Actuals 2025/26	Budget 2026/27	Budget Frame 2027/28
Revenues	48,966,697	56,524,575	54,452,975
Other Income	2,877,128	2,188,000	1,891,000
Release of IOC TRR	6,160,000	9,500,000	2,716,000
Total Income	58,009,881	68,212,575	59,059,975
NF Support	- 21,907,416	- 23,646,800	- 22,396,000
OC Contribution	- 6,295,154	- 8,019,000	- 7,507,000
Prize Money	- 9,519,846	- 11,290,800	- 11,379,300
Indirect NF/OC Support	- 6,702,567	- 7,186,324	- 7,442,000
Operating costs	- 7,271,309	- 7,731,350	- 5,329,000
Staff costs	- 3,712,569	- 4,288,000	- 4,369,000
Depreciation	- 504,675	- 447,000	- 568,000
Target 2030 new projects		- 500,000	- 2,000,000
Total Expenses	- 55,913,536	- 63,109,274	- 60,990,300
Operating Surplus / (Deficit)	2,096,345	5,103,301	- 1,930,325
to enhance transparency, the income includes the release of the temporarily restricted reserve (IOC)			
Impairment of Shares in IBU GmbH	-3,190,000	-2,330,000	- 1,400,000
Total Capital Expenditure:		390,000	

- **The Congress is asked to continue the appointment of Crowe as the IBU's audit firm for the next two financial years**

14.1 Motions proposing amendments to the Constitution

- 14.1.1 Motion from the Executive Board for ensuring compliance with the principles of good governance at the national level including for incoming new member national federations
- 14.1.2 Motion from the Executive Board for establishing an Arbitral Tribunal
- 14.1.3 Motion from the Executive Board for enhancing gender balance and diversity
- 14.1.4 Motion from the Executive Board for establishing English as the language of proceedings of the Congress and other IBU bodies
- 14.1.5 Motion from the Executive Board for additional definitions and specifications to interpretation
- 14.1.6 Motion from the Executive Board for clarifying the steps in the process for becoming a provisional member of the IBU

14.2 Motions seeking approval of Reserved Rules (ECR)

14.3 Motions seeking amendment or annulment of other Rules

14.1 MOTIONS PROPOSING RULE AMENDMENTS TO THE CONSTITUTION

14.1.1 Motion from the Executive Board for ensuring compliance with the principles of good governance at the national level including for incoming new member national federations

Concerns Articles 8.1.7 and 8.1.12

RATIONALE

To safeguard the reputation of the International Biathlon Union (IBU) and to ensure continuous growth of the sports of Biathlon and Para Biathlon, National Federations (NF) Members must ensure their financial health. By setting this standard, the entry requirement will significantly increase the quality of new applicants to IBU membership, while maintaining solid management of the finances across the sports of Biathlon and Para Biathlon.

This motion requires the support of a two-thirds majority (2/3) of the votes cast

Art.	Current Wording	Proposed Wording
8. Obligations of National Federation Members		
8.1.7		It must be compliant with the Biathlon Governance Framework.
8.1.12	upon request by the Executive Board, provide a report on the NF Member’s activities (including any major Biathlon Competitions, including International Competitions, staged in its Country, and the anti-doping activities conducted in its Country) in the period specified in the Executive Board’s request.	upon request by the Executive Board or the BIU Board, provide a report on the NF Member’s activities (including any major Biathlon Competitions, including International Competitions, staged in its Country, and the anti-doping activities conducted in its Country and any financial activities as requested) in the period specified in the Executive Board or BIU Board’s request.

LEGEND Current wording | ~~Removed wording~~ | New wording | Moved wording (where the removed wording was moved to)

14.1 Motions proposing amendments to the Constitution

- **14.1.1** Motion from the Executive Board for ensuring compliance with the principles of good governance at the national level including for incoming new member national federations
- **14.1.2** Motion from the Executive Board for establishing an Arbitral Tribunal
- **14.1.3** Motion from the Executive Board for enhancing gender balance and diversity
- **14.1.4** Motion from the Executive Board for establishing English as the language of proceedings of the Congress and other IBU bodies
- **14.1.5** Motion from the Executive Board for additional definitions and specifications to interpretation
- **14.1.6** Motion from the Executive Board for clarifying the steps in the process for becoming a provisional member of the IBU

14.2 Motions seeking approval of Reserved Rules (ECR)

14.3 Motions seeking amendment or annulment of other Rules

14.1.2 Motion from the Executive Board for establishing an Arbitral Tribunal

Concerns Articles 8, 9, 27, 28, 30, 31 and 32

RATIONALE

The Disciplinary Tribunal is currently conducted by the Court of Arbitration for Sport (CAS). Issues were raised regarding delays in the issuance of Awards, with some cases spanning over more than four (4) years from the initial Request for Arbitration to a final decision that is not appealable.

The IBU is not bound to use CAS as its Disciplinary Tribunal (except in the event of appeal of a decision in a Doping case) and may assign the Disciplinary Tribunal function to another Service Provider. The BIU has notably enquired Sport Resolutions, an independent dispute resolution body specialising in sport. It provides arbitration, disciplinary and appeal services for sports organisations, governing bodies and Participants.

Short presentation of Sport Resolutions, proposed service provider

- **Speed of decisions** - Final decisions are normally issued within 21 days from the end of the hearing.
- **Panel composition** - Hearings are conducted by three-person panels. Panels are selected by Sport Resolutions. Parties have no role in selecting or nominating panel members.
- **Arbitrator pool** - Sport Resolutions has access to a pool of more than 300 arbitrators, with expertise across sport, disciplinary and regulatory matters, including specialist panels for safeguarding.
- Engagements are generally based on longer-term contracts, usually three years or more.
- Fixed fee rates are agreed for Sport Resolutions administration and for arbitrators.
- Special procedural rules can be adopted where required. Sport Resolutions also has its own established procedural rules that can be applied, but is happy to work within any given sports rules framework.

If approved, this service provider would be able to handle not only pure disciplinary matters, but also all matters falling outside the scope of Anti-Doping (except for applications to lift Provisional Suspensions).

Consequently, it has been proposed that all Rules related to the Arbitral Tribunal would be centralised in new IBU Procedural Rules that would be subject to the EB's approval. With this framework, the IBU would still retain the ability to change service provider at any time.

The alternative procedure for minor violations would then be refined (with an added opportunity for appeal, albeit on limited grounds) and moved to the IBU Procedural Rules.

Relabelling of the Disciplinary Tribunal to "Arbitral Tribunal"

As the result of the service provider handling various matters and not only pure disciplinary matters, it is proposed to re-label the body Disciplinary Tribunal to "Arbitral Tribunal". All changes below reflect the proposed re-labelling.

This motion requires the support of a two-thirds majority (2/3) of the votes cast

14.1 Motions proposing amendments to the Constitution

- **14.1.1** Motion from the Executive Board for ensuring compliance with the principles of good governance at the national level including for incoming new member national federations
- **14.1.2** Motion from the Executive Board for establishing an Arbitral Tribunal
- **14.1.3** Motion from the Executive Board for enhancing gender balance and diversity
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- **14.1.6** Motion from the Executive Board for clarifying the steps in the process for becoming a provisional member of the IBU

14.2 Motions seeking approval of Reserved Rules (ECR)

14.3 Motions seeking amendment or annulment of other Rules

Art.	Current Wording	Proposed Wording
8. Obligations of National Federation Members		
8.1.3	comply in all respects with this Constitution, the Rules, and the decisions of Congress, the Executive Board, Biathlon Integrity Unit, and the CAS;	comply in all respects with this Constitution, the Rules, and the decisions of Congress, the Executive Board, Biathlon Integrity Unit, Arbitral Tribunal and the CAS;
9. Extraordinary Members and Honorary Members		
9.3.2	comply in all respects with this Constitution, the Rules, and the decisions of Congress, the Executive Board, Disciplinary Tribunals, and the CAS; and	comply in all respects with this Constitution, the Rules, and the decisions of Congress, the Executive Board, Disciplinary Tribunal Arbitral Tribunals , and the CAS; and
27. Eligibility of IBU Officials		
27.7	A decision of the BIU Board that a person is not Eligible may be appealed to the CAS in accordance with Article 31.1.	A decision of the BIU Board that a person is not Eligible may be appealed to the Chair of the Arbitral Tribunal CAS in accordance with Article 31.2. 31.1-
28. Establishment and mandate of the BIU		
28.3.6	in the name of the IBU, to pursue or defend (as applicable) appeals to the CAS from decisions of the Disciplinary Tribunal; and	in the name of the IBU, to pursue or defend (as applicable) appeals to the CAS from decisions of the Disciplinary Tribunal Arbitral Tribunal ; and
28.5		The IBU will adopt and maintain the IBU Procedural Rules to govern proceedings before the Arbitral Tribunal.
30. Alleged violations of the Rules		
30.2.2	[...] where the alleged violation is of a different part of the IBU Integrity Code, the matter will be referred to the CAS Ordinary Division, which will appoint one or more CAS arbitrators to sit as the Disciplinary Tribunal that will hear and determine the case in accordance with the relevant provisions of the IBU Integrity Code and the CAS Code of Sports-related Arbitration, provided always that the BIU may choose instead to refer to the Secretary General any alleged violations of the IBU Integrity Code that it considers to be minor or otherwise suitable for referral. The Secretary General will follow a process for hearing and determining such cases that is efficient and effective while respecting the due process rights of the party that is the subject of the allegations.	[...] where the alleged violation is of a different part of the IBU Integrity Code, the matter will be referred to the Chair of the Arbitral Tribunal CAS Ordinary Division , which will appoint one or more members of the Arbitral Tribunal Panel CAS arbitrators to sit as the Disciplinary Tribunal Arbitral Tribunal that will hear and determine the case in accordance with the relevant provisions of the IBU Integrity Code and the IBU Procedural Rules CAS Code of Sports-related Arbitration ., provided always that the BIU may choose instead to refer to the Secretary General any alleged violations of the IBU Integrity Code that it considers to be minor or otherwise suitable for referral. The Secretary General will follow a process for hearing and determining such cases that is efficient and effective while respecting the due process rights of the party that is the subject of the allegations.

14.1 Motions proposing amendments to the Constitution

- **14.1.1** Motion from the Executive Board for ensuring compliance with the principles of good governance at the national level including for incoming new member national federations
- **14.1.2** Motion from the Executive Board for establishing an Arbitral Tribunal
- **14.1.3** Motion from the Executive Board for enhancing gender balance and diversity
- **14.1.4** Motion from the Executive Board for establishing English as the language of proceedings of the Congress and other IBU bodies
- **14.1.5** Motion from the Executive Board for additional definitions and specifications to interpretation
- **14.1.6** Motion from the Executive Board for clarifying the steps in the process for becoming a provisional member of the IBU

14.2 Motions seeking approval of Reserved Rules (ECR)

14.3 Motions seeking amendment or annulment of other Rules

Art.	Current Wording	Proposed Wording
31. Appeals against IBU decisions		
31.1	All 'field of play' decisions, including decisions resolving protests in accordance with the IBU Event and Competition Rules, will be final and binding on all parties concerned, and may not be appealed or otherwise challenged in any forum, save where the aggrieved party claims to have direct evidence that such decision is tainted by fraud or corruption or other bad faith/prejudice. Any such claim will be resolved exclusively by one or more arbitrators appointed by the CAS Ordinary Division, in accordance with the CAS Code of Sports-related Arbitration and the 'field of play' doctrine set out in CAS jurisprudence.	All 'field of play' decisions, including decisions resolving protests in accordance with the IBU Event and Competition Rules, will be final and binding on all parties concerned, and may not be appealed or otherwise challenged in any forum, save where the aggrieved party claims to have direct evidence that such decision is tainted by fraud or corruption or other bad faith/prejudice. Any such claim will be resolved exclusively by the one or more arbitrators from the Arbitral Tribunal Panel appointed by the Chair of the Arbitral Tribunal CAS Ordinary Division , in accordance with the IBU Procedural Rules, with the Arbitral Tribunal exercising its appellate jurisdiction (strictly subject to the limitation on the grounds for appeal specified above). CAS Code of Sports-related Arbitration and the 'field of play' doctrine set out in CAS jurisprudence.
31.2	To the extent that this Constitution or the Rules (including the IBU Integrity Code) give a party a right of appeal against any decision, that appeal is to be made (unless otherwise specified in this Constitution or in those Rules) exclusively to the CAS Appeals Division, which will appoint one or three CAS arbitrators to resolve the appeal definitively in accordance with the CAS Code of Sports-related Arbitration. Pending resolution of the appeal, the decision being appealed will remain in full force and effect unless the CAS orders otherwise. The decision of the CAS resolving the appeal may not be challenged in any forum or on any ground except as set out in Chapter 12 of the Swiss Federal Code on Private International Law.	To the extent that this Constitution or the Rules (including the IBU Integrity Code) give a party a right of appeal against any decision, that appeal is to be made (unless otherwise specified in this Constitution or in those Rules) exclusively to the Chair of the Arbitral Tribunal CAS Appeals Division , which will appoint one or three members of the Arbitral Tribunal Panel CAS arbitrators to sit as the Arbitral Tribunal that will to resolve the appeal definitively in accordance with the IBU Procedural Rules CAS Code of Sports-related Arbitration . Pending resolution of the appeal, the decision being appealed will remain in full force and effect unless the Arbitral Tribunal CAS orders otherwise. The decision of the Arbitral Tribunal CAS resolving the appeal may not be challenged in any forum or on any ground except as set out in Chapter 12 of the Swiss Federal Code on Private International Law.
32. Other claims and disputes		
32.1.3	32.1.3 between the IBU and any other Person who is subject to the jurisdiction of the IBU or of an IBU Member; that arises out of or is related in any way to the activities of the IBU as an association or their activities as members or officials of or stakeholders in the IBU, and whether such claim or dispute arises under this Constitution or the Rules, or pursuant to a decision of the IBU, or in connection with a contract between the parties, or otherwise, will be referred to the CAS Ordinary Division, which will have exclusive jurisdiction to hear and determine the claim or dispute definitively in accordance with the CAS Code of Sports-related Arbitration.	between the IBU and any other Person who is subject to the jurisdiction of the IBU or of an IBU Member; that arises out of or is related in any way to the activities of the IBU as an association or their activities as members or officials of or stakeholders in the IBU, and whether such claim or dispute arises under this Constitution or the Rules, or pursuant to a decision of the IBU, or in connection with a contract between the parties, or otherwise, will be referred to the Arbitral Tribunal CAS Ordinary Division , which will have exclusive jurisdiction to hear and determine the claim or dispute definitively in accordance with the IBU Procedural Rules CAS Code of Sports-related Arbitration .
32.2.	The decision of the CAS Ordinary Division determining such claim or dispute may not be challenged in any forum or on any ground except as set out in Chapter 12 of the Swiss Federal Code on Private International Law.	The decision of the Arbitral Tribunal CAS Ordinary Division determining such claim or dispute may not be challenged in any forum or on any ground except as set out in Chapter 12 of the Swiss Federal Code on Private International Law.

14.1 Motions proposing amendments to the Constitution

- 14.1.1 Motion from the Executive Board for ensuring compliance with the principles of good governance at the national level including for incoming new member national federations
- 14.1.2 Motion from the Executive Board for establishing an Arbitral Tribunal
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- 14.1.6 Motion from the Executive Board for clarifying the steps in the process for becoming a provisional member of the IBU

14.2 Motions seeking approval of Reserved Rules (ECR)

14.3 Motions seeking amendment or annulment of other Rules

14.1.3 Motion from the Executive Board for enhancing gender balance and diversity

Concerns Articles 17.2, 26.2 and 26.2.2

RATIONALE
The Olympic Movement’s good governance best practice aims at gender equality in decision-making bodies, in particular the executive boards of the Olympic sports federations and among other elected officials. The IBU’s Target 2030 plan has set the goal of the IBU to be the leading winter sport when it comes to good governance, gender equality and diversity. These changes strengthen the IBU’s governance, legitimacy, and the future of the sport.

This motion requires the support of a two-thirds majority (2/3) of the votes cast

Art.	Current Wording	Proposed Wording
17. EXECUTIVE BOARD		
17.2	The President, the Vice-President, the Treasurer, and the six further persons referenced in Article 17.1.1 will be elected, in that order, at each Election Congress. They must all be affiliated to different full NF Members. Starting with the Executive Board elected at the 2026 Election Congress, there must be at least three representatives of the male gender and at least three representatives of the female gender among them (provided that there are at least three from each gender among the candidates for election).	The President, the Vice-President, the Treasurer, and the six further persons referenced in Article 17.1.1 will be elected, in that order, at each Election Congress. They must all be affiliated to different full NF Members. Starting with the Executive Board elected at the 2030 2026 Election Congress, there must be at least four three representatives of the male gender and at least four three representatives of the female gender among them (provided that there are at least four three from each gender among the candidates for election).
26. TECHNICAL COMMITTEE		
26.2	The Technical Committee consists of twelve (12) members, one of whom will be appointed by the Athletes’ Committee in accordance with Article 25.3, one of whom will be appointed by the World Cup coaches, and the other ten of whom will be nominated by full NF Members and elected by Congress in accordance with Article 13.2.7, with such election to be conducted in accordance with the Rules of Congress.	The Technical Committee consists of thirteen twelve (132) members, one of whom will be appointed by the Athletes’ Committee in accordance with Article 25.3, one of whom will be appointed by the World Cup coaches, one by the Para Biathlon Commission, and the other ten of whom will be nominated by full NF Members and elected by Congress in accordance with Article 13.2.7, with such election to be conducted in accordance with the Rules of Congress.
26.2.2	Starting with the Technical Committee elected at the 2026 Election Congress, the ten members elected by Congress must all be Citizens of different Countries, and there must be at least three members of the male gender and at least three members of the female gender among them (provided that there are at least three from each gender among the candidates for election). Their term of office will be approximately four years, commencing at the close of the Election Congress at which they are elected and ending at the close of the next Election Congress.	Starting with the Technical Committee elected at the 2030 2026 Election Congress, the ten members elected by Congress must all be Citizens of different Countries, and there must be at least four three members of the male gender and at least four three members of the female gender among them (provided that there are at least four three from each gender among the candidates for election). Their term of office will be approximately four years, commencing at the close of the Election Congress at which they are elected and ending at the close of the next Election Congress.

LEGEND Current wording | Removed wording | New wording | Moved wording (where the removed wording was moved to)

14.1 Motions proposing amendments to the Constitution

- 14.1.1 Motion from the Executive Board for ensuring compliance with the principles of good governance at the national level including for incoming new member national federations
- 14.1.2 Motion from the Executive Board for establishing an Arbitral Tribunal
- 14.1.3 Motion from the Executive Board for enhancing gender balance and diversity
- 14.1.4 Motion from the Executive Board for establishing English as the language of proceedings of the Congress and other IBU bodies
- 14.1.5 Motion from the Executive Board for additional definitions and specifications to interpretation
- 14.1.6 Motion from the Executive Board for clarifying the steps in the process for becoming a provisional member of the IBU

14.2 Motions seeking approval of Reserved Rules (ECR)

14.3 Motions seeking amendment or annulment of other Rules

14.1.4 Motion from the Executive Board for establishing English as the language of proceedings of the Congress and other IBU bodies

Concerns Article 38

RATIONALE
This proposed change serves the purpose of administrative simplification.

This motion requires the support of a two-thirds majority (2/3) of the votes cast

Art.	Current Wording	Proposed Wording
38. Official Languages		
38.	38.1 The official language of the IBU will be English. All documents or communications to the IBU will be in English. 38.2 The official Congress languages are English, German, and Russian. Other IBU bodies may choose any of the official Congress languages as their working language, English being the preferred choice. 38.3 The Constitution and Rules will be published in English, German, and Russian. Minutes, reports and other communications from the IBU will be published in English and in any other language specified by the Executive Board. 38.4 In the event of any difference in interpretation of any text, the English version will prevail	38.1 The official language of the IBU will be English. All documents or communications to the IBU will be in English. 38.2 The official Congress languages of proceedings of the Congress and other IBU bodies is are English., German, and Russian. Other IBU bodies may choose any of the official Congress languages as their working language, English being the preferred choice. 38.3 The Constitution and Rules will be published in English, German, and Russian. M, minutes, reports and other communications from the IBU will be published in English and in any other language specified by the Executive Board. 38.4 In the event of any difference in interpretation of any text, the English version will prevail.

LEGEND Current wording | ~~Removed wording~~ | New wording | Moved wording (where the removed wording was moved to)

14.1 Motions proposing amendments to the Constitution

- 14.1.1 Motion from the Executive Board for ensuring compliance with the principles of good governance at the national level including for incoming new member national federations
- 14.1.2 Motion from the Executive Board for establishing an Arbitral Tribunal
- 14.1.3 Motion from the Executive Board for enhancing gender balance and diversity
- 14.1.4 Motion from the Executive Board for establishing English as the language of proceedings of the Congress and other IBU bodies
- 14.1.5 Motion from the Executive Board for additional definitions and specifications to interpretation
- 14.1.6 Motion from the Executive Board for clarifying the steps in the process for becoming a provisional member of the IBU

14.2 Motions seeking approval of Reserved Rules (ECR)

14.3 Motions seeking amendment or annulment of other Rules

14.1.5 Motion from the Executive Board for additional definitions and specifications to interpretation

Concerns Appendix 1 Definitions and Interpretation

RATIONALE

To include definitions for new terminology added by the previous motions and to further specify the definition and interpretation of some terms.

This motion requires the support of a two-thirds majority (2/3) of the votes cast

Art.	Current Wording	Proposed Wording
APPENDIX 1 DEFINITIONS AND INTERPRETATION		
A1.1	Disciplinary Tribunal means a panel of one or more persons given the responsibility under Articles 30 and 31 to hear and determine allegations of breach of the IBU Integrity Code or other Rules and resolve other relevant disputes/appeals.	Disciplinary Tribunal Arbitral Tribunal means a panel of one or more persons given the responsibility under Articles 30 and 31 to hear and determine allegations of breach of the IBU Integrity Code or other Rules and resolve other relevant disputes/appeals.
A1.1		Biathlon Governance Framework is the framework established by the IBU to assess and support the governance practices of NF Members, under which NF Members provide governance information and supporting documentation against requirements set out in the applicable Rules. Chair of the Arbitral Tribunal mean the individual member of the Arbitral Tribunal Panel, designated in accordance with the IBU Procedural Rules from time to time to fulfil the role of Chair of the Arbitral Tribunal. Arbitral Tribunal Panel means the group of individuals with the necessary skills and experience, updated periodically, from whom Arbitral Tribunals may be formed. IBU Procedural Rules means the procedural rules issued by the IBU EB in relation to proceedings before the Arbitral Tribunal.

LEGEND Current wording | Removed wording | New wording | Moved wording (where the removed wording was moved to)

14.1 Motions proposing amendments to the Constitution

- 14.1.1 Motion from the Executive Board for ensuring compliance with the principles of good governance at the national level including for incoming new member national federations
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14.2 Motions seeking approval of Reserved Rules (ECR)

14.3 Motions seeking amendment or annulment of other Rules

14.1.6 Motion from the Executive Board for clarifying the steps in the process for becoming a provisional member of the IBU

Concerns Appendix 4 Additional Provisions relating to NF Members

RATIONALE

Given IBU’s good governance over the sports of Biathlon and Para Biathlon, interest in IBU Membership has risen. To ensure quality applications and lessen the administrative burden on the IBU Departments in charge of assessing the applications, the amendment of Appendix 4 would allow for an eased comprehension of the application process for applicants. Payment of a one-time non-refundable administrative fee is already in force and is now proposed to be part of the mandatory requirements for the application to be submitted to the Executive Board.

This motion requires the support of a two-thirds majority (2/3) of the votes cast

Art.	Current Wording	Proposed Wording
APPENDIX 4 ADDITIONAL PROVISIONS RELATING TO NF MEMBERS		
A4.1.1.1	A National Federation wishing to become an NF Member for a Country for which there is nocurrent NF Member must apply in writing to the Executive Board.	A National Federation wishing to become an NF Member for a Country for which there is no current NF Member must apply for provisional membership in writing to the Executive Board.
A4.1.2	A4.1.2 The application for NF Membership must include: A4.1.2.1 the proposed name and address of the National Federation seeking admission as an NF Member; A4.1.2.2 the names and addresses of the directors and officers of the National Federation, and its categories of membership and number of members in each category, together with the number of individual participants affiliated to it; A4.1.2.3 a copy of the National Federation’s constitution (translated into English if necessary); and A4.1.2.4 evidence establishing that the National Federation satisfies (or, in the case of an application for transfer, would upon such transfer satisfy) all of the requirements applicable to an NF Member.	A4.1.2 The application for NF Membership must include: A4.1.2.1 the proposed name and address of the National Federation seeking admission as an NF Member; A4.1.2.2 the names and addresses of the directors and officers of the National Federation, and its categories of membership and number of members in each category, together with the number of individual participants affiliated to it; A4.1.2.3 a copy of the National Federation’s constitution (translated into English if necessary); and A4.1.2.4 evidence establishing that the National Federation satisfies (or, in the case of an application fortransfer, would upon such transfer satisfy) all of the requirements applicable to an NF Member; and A4.1.2.4 evidence of payment of a one-time non-refundable administrative fee to be paid to the IBU as prescribed by the Executive Board.

LEGEND Current wording | Removed wording | New wording | Moved wording (where the removed wording was moved to)

14.1 Motions proposing amendments to the Constitution

- 14.1.1 Motion from the Executive Board for ensuring compliance with the principles of good governance at the national level including for incoming new member national federations
- 14.1.2 Motion from the Executive Board for establishing an Arbitral Tribunal
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- 14.1.6 Motion from the Executive Board for clarifying the steps in the process for becoming a provisional member of the IBU

14.2 Motions seeking approval of Reserved Rules (ECR)

14.3 Motions seeking amendment or annulment of other Rules

Art.	Current Wording	Proposed Wording
A4.1.3	The Executive Board may require the provision of such further information by the applicant as it considers relevant to the application. If and when the Executive Board is satisfied that the application satisfies all of the Article 6 requirements to be an NF Member, it will submitthe application to the next meeting of Congress for decision. Unless the application is to replace a suspended NF Member, the Executive Board may admit an applicant National Federation as a provisional Member pending that meeting. If Congress does not admit as a full NF Member an applicant National Federation that has been admitted as a provisional NF Member by the Executive Board pursuant to this Article, the provisional membershipterminates with immediate effect.	The Executive Board may require the provision of such further information by the applicant as it considers relevant to the application. The Executive Board may consult the BIU in conducting due diligence work in relation to the application process. If and when the Executive Board is satisfied that the application satisfies all of the Article 6 requirements to be an NF Member, it will submit the application to the next meeting of Congress for decision. Unless the application is to replace a suspended NF Member, the Executive Board may admit an applicant National Federation as a provisional Member pending that meeting. If Congress does not admit as a full NF Member an applicant National Federation that has been admitted as a provisional NF Member by the Executive Board pursuant to this Article, the provisional membership terminates with immediate effect. <i>(text in strikethrough and in green moved below as a separate Article for clarity)</i>
A4.1.4	<i>[All Articles to move one rank below]</i>	A4.1.4. If and when the Executive Board is satisfied that the application is complete and satisfies all of the Article 6 requirements to be an NF Member, it will submit the application to the next meeting of Congress for decision. A4.1.4.1 Unless the application is to replace a suspended NF Member, the Executive Board may admit an applicant National Federation as a provisional Member pending that meeting. A4.1.4.2 If Congress does not admit as a full NF Member an applicant National Federation that has been admitted as a provisional NF Member by the Executive Board pursuant to this Article, the provisional membership terminates with immediate effect.
A4.1.5	If membership for a particular Country is vacant, and more than one body applies to be admitted as NF Member for that Country, or if an NF Member has been suspended by the Executive Board or by Congress, and another body applies in writing to the Executive Board to be admitted to membership in place of that suspended NF Member, or in other circumstances where there are competing claims to be the NF Member for a particular Country and the Executive Board considers it appropriate to apply this clause, the competing claims will be resolved as follows:	If membership for a particular Country is vacant, and more than one body applies to be admitted as NF Member for that Country, or if an NF Member has been suspended by the Executive Board or by Congress, and another body applies in writing to the Executive Board to be admitted to membership in place of that suspended NF Member, or in other circumstances where there are competing claims to be the NF Member for a particular Country and the Executive Board considers it appropriate to apply this clause, the competing claims will be resolved as follows: [Article moved one rank below] (Old A4.1.4, new A4.1.5) If the Executive Board declines to submit an application to become an NF Member to Congress, or if Congress rejects the application (which it may do in its absolute discretion), the applicant National Federation may appeal that decision to the Chair of the Disciplinary Tribunal Arbitral Tribunal CAS in accordance with Article 31.2. 31.1

14.1 Motions proposing amendments to the Constitution

- 14.1.1 Motion from the Executive Board for ensuring compliance with the principles of good governance at the national level including for incoming new member national federations
- 14.1.2 Motion from the Executive Board for establishing an Arbitral Tribunal
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14.2 Motions seeking approval of Reserved Rules (ECR)

14.3 Motions seeking amendment or annulment of other Rules

Art.	Current Wording	Proposed Wording
A4.1.6.5		(Old A4.1.5.5, new A4.1.6.5) The decision of Congress will be final. The rejected claimant may challenge that decision exclusively by appeal to the Chair of the Disciplinary Tribunal Arbitral Tribunal CAS in accordance with Article 31.2. 31.1
A4.4.3		Decisions to expel or suspend or impose other sanction(s) on an NF Member may be challenged by that NF Member exclusively by appeal to the Chair of the Disciplinary Tribunal Arbitral Tribunal CAS in accordance withArticle 31.2. 31.1

14.1 Motions proposing amendments to the Constitution

14.2 Motions seeking approval of Reserved Rules (ECR)

- 14.2.1 Motion from the Executive Board to amend the classes of competitors for the 2026–2030 cycle
- 14.2.2 Motion from the Executive Board to amend the entry quota and regulation for the Junior World Championships, Open European Championships and the IBU Junior Cup
- 14.2.3 Motion from the Executive Board to establish IBU Qualifying Points as the only eligibility criteria for IBU events

14.3 Motions seeking amendment or annulment of other Rules

14.2.1 Motion from the Executive Board to amend the classes of competitors for the 2026–2030 cycle

Concerns Article 1.3

RATIONALE

The amendment provides for the progressive adjustment of the season-specific classes of competitors and defines the minimum age for participation in IBU events.

Art.	Current Wording	Proposed Wording																																																							
1.3. progressive adjustment of classes of competitors																																																									
1.3	Classes of competitors: The IBU competition season runs from 1 July to 30 June. Age classes for the entire IBU competition season are based on the competitor's age in the calendar year. IBU competitions are held in the following age classes: <table><tr><th colspan="5">IBU AGE CLASSES</th></tr><tr><th>Saison</th><th>Men/Women</th><th>U21</th><th>U19</th><th>U17</th></tr><tr><td>01.07.2025 - 30.06.2026</td><td>2004 + older</td><td>2005, 2006</td><td>2007 - 2008</td><td>2009 - 2010</td></tr><tr><td>01.07.2026 - 30.06.2027</td><td>2005 + older</td><td>2006, 2007</td><td>2008 - 2009</td><td>2010 - 2011</td></tr><tr><td>01.07.2027 - 30.06.2028</td><td>2006 + older</td><td>2007, 2008</td><td>2009 - 2010</td><td>2011 - 2012</td></tr></table>	IBU AGE CLASSES					Saison	Men/Women	U21	U19	U17	01.07.2025 - 30.06.2026	2004 + older	2005, 2006	2007 - 2008	2009 - 2010	01.07.2026 - 30.06.2027	2005 + older	2006, 2007	2008 - 2009	2010 - 2011	01.07.2027 - 30.06.2028	2006 + older	2007, 2008	2009 - 2010	2011 - 2012	Classes of competitors: The IBU competition season runs from 1 July to 30 June. Age classes for the entire IBU competition season are based on the competitor's age in the calendar year. IBU competitions are held in the following age classes: <table><tr><th colspan="5">IBU AGE CLASSES</th></tr><tr><th>Season</th><th>Men/Women</th><th>U21</th><th>U19</th><th>U17</th></tr><tr><td>01.07.2026 – 30.06.2027</td><td>2005 + older</td><td>2006 – 2007</td><td>2008 – 2009</td><td>2010 – 2011</td></tr><tr><td>01.07.2027 – 30.06.2028</td><td>2006 + older</td><td>2007 – 2008</td><td>2009 – 2010</td><td>2011 – 2012</td></tr><tr><td>01.07.2028 – 30.06.2029</td><td>2007 + older</td><td>2008 – 2009</td><td>2010 – 2011</td><td>2012 – 2013</td></tr><tr><td>01.07.2029 – 30.06.2030</td><td>2008 + older</td><td>2009 – 2010</td><td>2011 – 2012</td><td>2013 – 2014</td></tr></table> The minimum age for participation in IBU events is the youngest U17 age specified in the table for the respective season.	IBU AGE CLASSES					Season	Men/Women	U21	U19	U17	01.07.2026 – 30.06.2027	2005 + older	2006 – 2007	2008 – 2009	2010 – 2011	01.07.2027 – 30.06.2028	2006 + older	2007 – 2008	2009 – 2010	2011 – 2012	01.07.2028 – 30.06.2029	2007 + older	2008 – 2009	2010 – 2011	2012 – 2013	01.07.2029 – 30.06.2030	2008 + older	2009 – 2010	2011 – 2012	2013 – 2014
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LEGEND Current wording | Removed wording | New wording

14.1 Motions proposing amendments to the Constitution

14.2 Motions seeking approval of Reserved Rules (ECR)

- 14.2.1 Motion from the Executive Board to amend the classes of competitors for the 2026–2030 cycle
- 14.2.2 Motion from the Executive Board to amend the entry quota and regulation for the Junior World Championships, Open European Championships and the IBU Junior Cup
- 14.2.3 Motion from the Executive Board to establish IBU Qualifying Points as the only eligibility criteria for IBU events

14.3 Motions seeking amendment or annulment of other Rules

14.2.2 Motion from the Executive Board to amend the entry quota and regulation for the Junior World Championships, Open European Championships and the IBU Junior Cup

Concerns Articles 12.6.2.1, 16.2.2, 17.3 and 18.3

RATIONALE

The amendment addresses changes to the JWCH entry resulting from the abolishment of the YWCH at the last Congress. For logistical and operational reasons, the entry quota for the OECH is aligned with that of the IBU Cup. In addition, the provisions governing the entry quota for the JC are amended to reflect the discontinuation of the JC Nations Cup Score. It includes an editorial change to Art. 16.2.2

Art.	Current Wording	Proposed Wording																								
12.6.2.1, 16.2.2, 17.3 and 18.3. entry quota regulation for IBU events																										
12.6.2.1	YJWCH Maximum Registration and Entries Each NF may register a maximum of five junior men and junior women each, and five youth men and youth women each in the YJWCH. From the season 2026/2027 on (meaning from the 2027 edition), the event will be limited to the U21/Junior category. There will be no Youth competitions any longer. Youth athletes may participate according to Art. 1.3.1. From the season 2026/27 on, all athletes must meet the requirements according to Art. 1.5.3.5 to be entitled to start at the JWCH. The following entry regulations apply to specific competitions at the YJWCH until then:	YJWCH Maximum Registration and Entries Each NF may register a maximum of five junior men and junior women each, and five youth men and youth women each in the YJWCH. From the season 2026/2027 on (meaning from the 2027 edition), the event will be limited to the U21/Junior category. There will be no Youth competitions any longer. Youth athletes may participate according to Art. 1.3.1. From the season 2026/27 on, All athletes must meet the requirements according to Art. 1.5.3.5 to be entitled to start at the JWCH. The following entry regulations apply to specific competitions at the YJWCH until then:																								
16.2.2	IBU Cup for non-European Countries: All non-European NFs will have an IBU Cup start quota of 4 (four) and may register 6 (six), unless they are entitled to more according to Art. 16.1 above.	IBU Cup for non-European Countries: All non-European NFs will have an IBU Cup start quota of 4 (four) and may register 6 (six), unless they are entitled to more according to Art. 16.2 above.																								
17.3	Participants, Registration and Entry Competitors must be members of an IBU NF. All NFs of the IBU may register up to eight (8) competitors in each class to participate in the OECH. Six competitors from each NF may be entered to start in Individual, Sprint and Super Sprint competitions per class. Each NF may enter one relay team per class in the relay competition. The 60 best competitors from each class in the qualification competition will be eligible to start in the Pursuit competition.	Participants, Registration and Entry Competitors must be members of an IBU NF. All NFs of the IBU may register and enter competitors according to the IBU Cup registration and entry quota as of ECR 16.2. For Non-European countries, Art. 16.2.2 applies. up to eight (8) competitors in each class to participate in the OECH. Six competitors from each NF may be entered to start in Individual, Sprint and Super Sprint competitions per class. Each NF may enter one relay team per class in the relay competition. The 60 best competitors from each class in the qualification competition will be eligible to start in the Pursuit and/or Mass Start 60 competition. <table><tr><th>IBU CUP RANKING</th><th>REGISTER</th><th>START</th><th>MAXIMUM ON START</th></tr><tr><td>1 to 5</td><td>8</td><td>6</td><td>30</td></tr><tr><td>6 to 10</td><td>7</td><td>5</td><td>25</td></tr><tr><td>11 to 20</td><td>6</td><td>4</td><td>40</td></tr><tr><td>21 and above</td><td>5</td><td>3</td><td>(60)</td></tr><tr><td colspan="4">Total 155</td></tr></table>	IBU CUP RANKING	REGISTER	START	MAXIMUM ON START	1 to 5	8	6	30	6 to 10	7	5	25	11 to 20	6	4	40	21 and above	5	3	(60)	Total 155			
IBU CUP RANKING	REGISTER	START	MAXIMUM ON START																							
1 to 5	8	6	30																							
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14.1 Motions proposing amendments to the Constitution

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14.3 Motions seeking amendment or annulment of other Rules

Art.	Current Wording	Proposed Wording
18.3	Competitors and Entry Each IBU member federation may register and enter five (5) female and five (5) male athletes. The host nation and those nations who ended the previous season ranked in the top 10 in the Nations Cup score of either the Juniors Nations Cup, WC or IBU Cup may enter an additional two (2) male and two (2) female athletes.	Competitors and Entry Each IBU member federation may register and enter five (5) female and five (5) male athletes. The host nation and those nations who ended the previous season ranked in the top 10 in the Nations Cup score of either the Juniors Nations Cup , WC or IBU Cup may enter an additional two (2) male and two (2) female athletes.

14.1 Motions proposing amendments to the Constitution

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14.3 Motions seeking amendment or annulment of other Rules

14.2.3 Motion from the Executive Board to establish IBU Qualifying Points as the only eligibility criteria for IBU events

Concerns Articles 1.5.3.1 – 1.5.3.7, 16.1, 16.2.1, 17.2 and 18.1

RATIONALE

At the last Congress, the process of establishing Qualifying Points as the sole eligibility criterion for participation in IBU events was initiated. As part of this process, further clarification is required regarding the qualifying events and the associated requirements, which will be incorporated into the relevant regulations.

Art.	Current Wording	Proposed Wording
1.5.3.1 – 1.5.3.7 clarification on eligible qualifying events and maintenance of the QP list		
1.5.3.1	Olympic Winter Games (OWG) As the minimum qualification requirement to compete in OWG events, a competitor must have 180 IBU qualifying points or less at the end of the last trimester before the OWG, or fulfill one of the following criteria during the current or previous season: a. Compete in two competitions, earning 150 IBU qualifying points or less at IBU Cup, OECH, WCH and/or WC in the Sprint or Individual, or b. Two finishes in the top half at the JWCH (not Youth), or c. One result from each of the criteria a. and b. above. All members of Relay teams must also have met this individual qualification requirement.	Olympic Winter Games (OWG) As the minimum qualification requirement to compete in OWG events, a competitor must have 180 IBU qualifying points or less on the applicable IBU Qualifying Points List published in accordance with 1.5.3.7 at the end of the last trimester before the OWG, or fulfill one of the following criteria during the current or previous season: a. Compete in two competitions, earning 150 IBU qualifying points or less at eligible Regional Events, JC, JWCH, IBU Cup, OECH, WCH and/or WC in the Sprint or Individual, or b. Two finishes in the top half at the JWCH (not Youth), or c. One result from each of the criteria a. and b. above. All members of Relay teams must also have met this individual qualification requirement.
1.5.3.2	World Championships (WCH) As the minimum qualification requirement to compete in WCH events, a competitor must have 180 IBU qualifying points or less at the end of the last trimester before the WCH, or fulfill one of the following criteria during the current or previous season: a. Compete in at least one competition, earning 150 IBU qualifying points or less at an IBU Cup, OECH, WC or OWG in the Sprint or Individual, or b. One finish in the top half at the JWCH (not Youth). All members of Relay teams must also have met this individual qualification requirement.	World Championships (WCH) As the minimum qualification requirement to compete in WCH events, a competitor must have 180 IBU qualifying points or less on the applicable IBU Qualifying Points List published in accordance with 1.5.3.7 at the end of the last trimester before the WCH, or fulfill one of the following criteria during the current or previous season: a. Compete in at least one competition, earning 150 IBU qualifying points or less at eligible Regional Events, JC, JWCH, IBU Cup, OECH, WC or OWG in the Sprint or Individual, or b. One finish in the top half at the JWCH (not Youth). All members of Relay teams must also have met this individual qualification requirement.

14.1 Motions proposing amendments to the Constitution

14.2 Motions seeking approval of Reserved Rules (ECR)

- 14.2.1 Motion from the Executive Board to amend the classes of competitors for the 2026–2030 cycle
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14.3 Motions seeking amendment or annulment of other Rules

Art.	Current Wording	Proposed Wording
1.5.3.3	World Cup (WC) The World Cup season consists of three trimesters generally made up of three WC events each, usually WC 1-3, WC 4-6 and WC 7-9. As the minimum qualification requirement to compete in WC events, a competitor must have 150 IBU qualifying points or less at the end of the last trimester, or fulfil one of the following criteria: a. Compete in at least one competition, earning 125 IBU qualifying points or less at an IBU Cup, OECH, WC, WCH or OWG in the Sprint or Individual during the current or preceding trimester, or b. One finish in the top half at the most recent JWCH (not Youth). All members of Relay teams must also have met this individual qualification requirement.	World Cup (WC) The World Cup season consists of three trimesters generally made up of three WC events each, usually WC 1-3, WC 4-6 and WC 7-9. As the minimum qualification requirement to compete in WC events, a competitor must have 150 IBU qualifying points or less on the applicable IBU Qualifying Points List published in accordance with 1.5.3.7 at the end of the last trimester , or fulfil one of the following criteria: a. Compete in at least one competition, earning 125 IBU qualifying points or less at eligible Regional Events, JC, JWCH , IBU Cup, OECH, WC, WCH or OWG in the Sprint or Individual during the current or preceding trimester, or b. One finish in the top half at the most recent JWCH (not Youth). All members of Relay teams must also have met this individual qualification requirement.
1.5.3.4	IBU Cup and OECH The IBU Cup season consists of three trimesters generally made up of two to three events each, including OECH. As the minimum requirement to compete in IBU Cup/OECH, a competitor must have 300 IBU QP or less gained at Junior Cup or IBU Regional Events at the end of the trimester preceding the event. This rule applies starting from the season 2026/27.	IBU Cup and OECH The IBU Cup season consists of three trimesters generally made up of two to three events each, including OECH. As the minimum requirement to compete in IBU Cup/OECH, a competitor must have 300 IBU QP or less on the applicable IBU Qualifying Points List published in accordance with 1.5.3.7. gained at Junior Cup or IBU Regional Events at the end of the trimester preceding the event. This rule applies starting from the season 2026/27.
1.5.3.5	Junior Cup and JWCH As the minimum requirement to compete in IBU Junior Cup/JWCH, a competitor must have 400 IBU QP or less gained at IBU Regional Events at the end of the trimester preceding the event. This rule applies starting from the season 2026/27.	Junior Cup and JWCH As the minimum requirement to compete in IBU Junior Cup/JWCH, a competitor must have 400 IBU QP or less on the applicable IBU Qualifying Points List published in accordance with 1.5.3.7. gained at IBU Regional Events at the end of the trimester preceding the event. This rule applies starting from the season 2026/27.
1.5.3.6	IBU Qualifying Point Calculations IBU qualifying points are calculated for each competitor’s result in Sprint, Individual and Super Sprint competitions at IBU Cup, OECH, WC, WCH and OWG using the following formula: IBU Qualifying Points = ((athlete’s time/winner’s time) -1) x Race Factor) + Race Penalty Definitions: Race Factor: for Sprint and Individual competitions 800; Race Penalty: the sum of the points of the three highest ranked athletes in the top 10 divided by 3.75; The race penalty for all WC, WCH and OWG competitions is zero (0). IBU qualifying points will also be calculated at IBU Junior Cups, (Y)JWCH and IBU Regional Events starting from season 2025/26 with a formula that will be adjusted to the level of competition and published prior to the season start (latest July 1st before the next season start).	IBU Qualifying Point Calculations IBU qualifying points are calculated for each competitor’s result in Sprint, Individual and Super Sprint competitions at IBU Cup, OECH, WC, WCH and OWG using the following formula: IBU Qualifying Points = ((athlete’s time/winner’s time) -1) x Race Factor) + Race Penalty Definitions: Race Factor: for Sprint and Individual competitions 800; Race Penalty: the sum of the points of the three highest ranked athletes in the top 10 divided by 3.75; The race penalty for all WC, WCH and OWG competitions is zero (0). IBU qualifying points will also be calculated at IBU Junior Cups, (Y) JWCH, eligible IBU Regional Events starting from season 2025/26 with a formula that will be adjusted to the level of competition and published prior to the season start (latest July 1st before the next season start). Upon confirmation of the IBU Technical Committee (TC), additional events may be considered.

14.1 Motions proposing amendments to the Constitution

14.2 Motions seeking approval of Reserved Rules (ECR)

- 14.2.1 Motion from the Executive Board to amend the classes of competitors for the 2026–2030 cycle
- 14.2.2 Motion from the Executive Board to amend the entry quota and regulation for the Junior World Championships, Open European Championships and the IBU Junior Cup
- 14.2.3 Motion from the Executive Board to establish IBU Qualifying Points as the only eligibility criteria for IBU events

14.3 Motions seeking amendment or annulment of other Rules

Art.	Current Wording	Proposed Wording																				
1.5.3.7	IBU Qualifying Points List After each trimester, or at other times as scheduled and announced annually by the IBU EB, the IBU qualifying points list will be updated by taking the average of each competitor’s best results from the previous three trimesters according to the following rules: <table><tr><th>COMPETITIONS SCORED IN LAST 3 TRIMESTERS</th><th>CALCULATION FOR POINTS LIST</th></tr><tr><td>3 or more</td><td>Average of the best 3</td></tr><tr><td>2</td><td>Average 2 x 1.10</td></tr><tr><td>1</td><td>Points earned x 1.2</td></tr><tr><td>Removal from list</td><td>After 5 trimesters with no points scored</td></tr></table>	COMPETITIONS SCORED IN LAST 3 TRIMESTERS	CALCULATION FOR POINTS LIST	3 or more	Average of the best 3	2	Average 2 x 1.10	1	Points earned x 1.2	Removal from list	After 5 trimesters with no points scored	IBU Qualifying Points List After each trimester, or at other times as scheduled and announced annually by the IBU EB, the IBU qualifying points list will be updated by taking the average of each competitor’s best results from the previous three trimesters according to the following rules: The IBU Qualifying Points List shall be published on November 1 and after each trimester, or at other times as scheduled and announced annually by the IBU EB. The most recently published list shall be the applicable IBU Qualifying Points List and shall remain valid until superseded by a subsequently published list. The applicable IBU Qualifying Points List shall be used for qualification eligibility, draw-group determination, race penalty calculations and all other purposes in these Rules where reference is made to the IBU Qualifying Points List, unless explicitly stated otherwise. The IBU Qualifying Points List shall be calculated based on competitions scored within the last 365 days according to the following rules: <table><tr><th>COMPETITIONS SCORED IN LAST 3 365 days 3-TRIMESTERS</th><th>CALCULATION FOR POINTS LIST</th></tr><tr><td>3 or more</td><td>Average of the best 3</td></tr><tr><td>2</td><td>Average 2 x 1.10</td></tr><tr><td>1</td><td>Points earned x 1.2</td></tr><tr><td>Removal from list</td><td>After 5 trimesters with no points scored</td></tr></table>	COMPETITIONS SCORED IN LAST 3 365 days 3-TRIMESTERS	CALCULATION FOR POINTS LIST	3 or more	Average of the best 3	2	Average 2 x 1.10	1	Points earned x 1.2	Removal from list	After 5 trimesters with no points scored
COMPETITIONS SCORED IN LAST 3 TRIMESTERS	CALCULATION FOR POINTS LIST																					
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3 or more	Average of the best 3																					
2	Average 2 x 1.10																					
1	Points earned x 1.2																					
Removal from list	After 5 trimesters with no points scored																					
16.1, 16.2.1, 17.2 and 18.1 establishing QP as the only eligibility criteria for participation in IBU Cup, OECH and IBU Junior Cup																						
16.1	General IBU Cups are IBU events that, as a general rule, are held for men and women. Juniors may compete. Youth athletes are entitled to start in the IBU Cup, if: a. they have achieved the WC or IBU Cup qualification in the previous or current season, or b. they have achieved at least one result among the top half of the finishers at the Youth or Junior WCH, Junior IBU Cup, WC, WCH, OECH, YOG or EYOF in the previous or current season. The number of IBU Cup events in each competition season will be set by the IBU Executive Board upon the recommendation of the TC. The TC will make recommendations to the EB. The EB will decide how many and what types of competitions will be organized at an event. This information will be included in the IBU Biathlon Guide. IBU Cup points will be awarded at the OECH. From the season 2026/27 on, all athletes must meet the requirements according to Art. 1.5.3.4 to be entitled to start at the IBU Cup.	General Competitors who meet the requirements according to Art. 1.5.3.4 are eligible to compete at the IBU Cup . a. they have achieved the WC or IBU Cup qualification in the previous or current season, or b. they have achieved at least one result among the top half of the finishers at the Youth or Junior WCH, Junior IBU Cup, WC, WCH, OECH, YOG or EYOF in the previous or current season. The number of IBU Cup events in each competition season will be set by the IBU Executive Board upon the recommendation of the TC. The TC will make recommendations to the EB. The EB will decide how many and what types of competitions will be organized at an event. This information will be included in the IBU Biathlon Guide. IBU Cup points will be awarded at the OECH. From the season 2026/27 on, all athletes must meet the requirements according to Art. 1.5.3.4 to be entitled to start at the IBU Cup.																				

14.1 Motions proposing amendments to the Constitution

14.2 Motions seeking approval of Reserved Rules (ECR)

- 14.2.1 Motion from the Executive Board to amend the classes of competitors for the 2026–2030 cycle
- 14.2.2 Motion from the Executive Board to amend the entry quota and regulation for the Junior World Championships, Open European Championships and the IBU Junior Cup
- 14.2.3 Motion from the Executive Board to establish IBU Qualifying Points as the only eligibility criteria for IBU events

14.3 Motions seeking amendment or annulment of other Rules

Art.	Current Wording	Proposed Wording
16.2.1	General In each IBU Cup trimester, each competitor must score 250 IBU qualifying points or less at least once, or have 250 points or less on the IBU qualifying points list, and demonstrate safe competence in skiing and on the shooting range. Competitors who fail to reach this quality performance standard may not start in the IBU Cup until the second following trimester unless they have currently qualified for the WC. Youth classcompetitors may start in the IBU Cup, however only as stipulated in Art. 16.1 above.	General In each IBU Cup trimester, each competitor must score 250 IBU qualifying points or less at least once, or have 250 points or less on the IBU qualifying points list, and demonstrate safe competence in skiing and on the shooting range. Competitors who fail to reach this quality performance standard may not start in the IBU Cup until the second following trimester unless they have currently qualified for the WC. Youth class competitors may start in the IBU Cup, however only as stipulated in Art. 16.1 above.
17.2	Eligibility As a general rule, OECH are held for men and women. Juniors may compete. Youth athletes are entitled to start in the OECH, if: a. they have achieved the WC or IBU Cup qualification in the previous or current season, or b. they have achieved at least one result among the top half of the finishers at the Youth or Junior WCH, Junior IBU Cup, WC, WCH, OECH, YOG or EYOF in the previous or current season. Athletes who have not earned the right to start in the respective IBU Cup trimester under Art. 16.2.1, may not compete at the OECH. From the season 2026/27 on, all athletes must meet the requirements according to Art. 1.5.3.4 to be entitled to start at the OECH	Eligibility Competitors who meet the requirements according to Art. 1.5.3.4 are eligible to compete at the OECH: a. they have achieved the WC or IBU Cup qualification in the previous or current season, or b. they have achieved at least one result among the top half of the finishers at the Youth or Junior WCH, Junior IBU Cup, WC, WCH, OECH, YOG or EYOF in the previous or current season. Athletes who have not earned the right to start in the respective IBU Cup trimester under Art. 16.2.1, may not compete at the OECH. From the season 2026/27 on, all athletes must meet the requirements according to Art. 1.5.3.4 to be entitled to start at the OECH
18.1	General The IBU Junior Cup is an IBU competition series for junior-class competitors. Youth-class athletes may compete if they start as junior-class competitors and meet the requirements for competing as juniors. From the season 2026/27 on, all athletes must meet the requirements according to Art. 1.5.3.5 to be entitled to start at the IBU Junior Cup.	General The IBU Junior Cup is an IBU competition series for junior-class competitors. Youth-class athletes may compete if they start as junior-class competitors and meet the requirements for competing as juniors. From the season 2026/27 on, all athletes must meet the requirements according to Art. 1.5.3.5 to be entitled to start at the IBU Junior Cup.

14.1 Motions proposing amendments to the Constitution

14.2 Motions seeking approval of Reserved Rules (ECR)

14.3 Motions seeking amendment or annulment of other Rules

- 14.3.1 Motion from the Executive Board for incorporating the IBU Procedural Rules for the Arbitral Tribunal and renaming Disciplinary Tribunal into Arbitral Tribunal
- 14.3.2 Motion from the Executive Board for establishing an alternative procedure for minor violations
- 14.3.3 Motion from the Executive Board for adopting the 2027 World Anti-Doping Code (the Code)
- 14.3.4 Motion from the Executive Board for determining the consequences of a Vetting process that determine a person to be not eligible
- 14.3.5 Motion from the Executive Board for ensuring Para Biathlon representation during Congress
- 14.3.6 Motion from the Executive Board for defining the roles of the members of the Executive Board not defined by the Constitution
- ANNEX of the Agenda point 14.3. Chapter D IBU Anti-Doping rules

14.3 MOTIONS SEEKING AMENDMENT OR ANNULMENT OF OTHER RULES

14.3.1 Motion from the Executive Board for incorporating the IBU Procedural Rules for the Arbitral Tribunal and renaming Disciplinary Tribunal into Arbitral Tribunal

Concerns IBU Integrity Code Chapter A Introduction and Chapter E Procedures for the investigation and prosecution of violations of the IBU Integrity Code

RATIONALE

Following the approval of the establishment of an Arbitral Tribunal and its incorporation into the Constitution, these proposed changes serve to incorporate the IBU Procedural Rules. All Rules related to the Arbitral Tribunal would be centralised in new IBU Procedural Rules that would be subject to the EB’s approval.

Art.	Current Wording	Proposed Wording
IBU INTEGRITY CODE CHAPTER A INTRODUCTION		
1.Overview		
1.2.4	Chapter E sets out procedural rules for the investigation and prosecution of violations of the Integrity Code by the Biathlon Integrity Unit (BIU) on behalf of the IBU.	Chapter E sets out procedural rules for the investigation and prosecution of violations of the Integrity Code by the Biathlon Integrity Unit (BIU) on behalf of the IBU, and incorporates by reference the IBU Procedural Rules.
1.4.2.1	the procedural rules set out in Chapter D or Chapter E (as applicable) of this Integrity Code will apply in place of the procedural rules in force at the time the violation occurred; and	the procedural rules set out in Chapter D, or Chapter E and the IBU Procedural Rules (except where otherwise indicated in the IBU Procedural Rules), (as applicable) of this Integrity Code will apply in place of the procedural rules in force at the time the violation occurred; and
1.4.2.2	the Disciplinary Tribunal and/or the CAS may decide to apply substantive provisions of this Integrity Code to the case where doing so benefits the Participant charged with the violation, based on the doctrine of lex mitior; and	the Disciplinary Tribunal Arbitral Tribunal and/or the CAS may decide to apply substantive provisions of this Integrity Code to the case where doing so benefits the Participant charged with the violation, based on the doctrine of lex mitior; and
1.4.3	In any matter that concerns an alleged violation of both this Integrity Code and the Former Rules arising out of the same incident or set of facts, or where there is a clear link between separate incidents, the BIU will decide whether to pursue the alleged violations under this Integrity Code and/or under the Former Rules. Either way, all such alleged violations will be governed by the procedural rules of this Integrity Code, with any charges to be heard and decided by the Disciplinary Tribunal as if such charges arose solely and exclusively under this Integrity Code.	In any matter that concerns an alleged violation of both this Integrity Code and the Former Rules arising out of the same incident or set of facts, or where there is a clear link between separate incidents, the BIU will decide whether to pursue the alleged violations under this Integrity Code and/or under the Former Rules. Either way, all such alleged violations will be governed by the procedural rules of this Integrity Code, with any charges to be heard and decided by the Disciplinary Tribunal Arbitral Tribunal as if such charges arose solely and exclusively under this Integrity Code.

LEGEND Current wording | Removed wording | New wording | Moved wording (where the removed wording was moved to)

14.1 Motions proposing amendments to the Constitution

14.2 Motions seeking approval of Reserved Rules (ECR)

14.3 Motions seeking amendment or annulment of other Rules

- 14.3.1 Motion from the Executive Board for incorporating the IBU Procedural Rules for the Arbitral Tribunal and renaming Disciplinary Tribunal into Arbitral Tribunal
- 14.3.2 Motion from the Executive Board for establishing an alternative procedure for minor violations
- 14.3.3 Motion from the Executive Board for adopting the 2027 World Anti-Doping Code (the Code)
- 14.3.4 Motion from the Executive Board for determining the consequences of a Vetting process that determine a person to be not eligible
- 14.3.5 Motion from the Executive Board for ensuring Para Biathlon representation during Congress
- 14.3.6 Motion from the Executive Board for defining the roles of the members of the Executive Board not defined by the Constitution
- ANNEX of the Agenda point 14.3. Chapter D IBU Anti-Doping rules

Art.	Current Wording	Proposed Wording
1.2.4	Chapter E sets out procedural rules for the investigation and prosecution of violations of the Integrity Code by the Biathlon Integrity Unit (BIU) on behalf of the IBU.	Chapter E sets out procedural rules for the investigation and prosecution of violations of the Integrity Code by the Biathlon Integrity Unit (BIU) on behalf of the IBU, and incorporates by reference the IBU Procedural Rules.
3. Persons bound by this Integrity Code		
3.4.4	to submit to the investigative and prosecutorial jurisdiction of the BIU and to the adjudicative jurisdiction of the Disciplinary Tribunal and the CAS arising under this Integrity Code, and that they may not bring any proceedings in any court or other forum that are inconsistent with that submission; and	to submit to the investigative and prosecutorial jurisdiction of the BIU and to the adjudicative jurisdiction of the Disciplinary Tribunal Arbitral Tribunal and the CAS arising under this Integrity Code, and that they may not bring any proceedings in any court or other forum that are inconsistent with that submission; and
3.4.5	that they remain bound by this Integrity Code and subject to the jurisdiction of the BIU, the Disciplinary Tribunal, and the CAS under this Integrity Code, even after the date that they cease to be or cease to seek to become a Participant (the Retirement Date), in respect of: (a) any confidentiality obligations set out in this Integrity Code or elsewhere in the Rules; and (b) enforcement of the Integrity Code in respect of any matter occurring prior to the Retirement Date.	that they remain bound by this Integrity Code and subject to the jurisdiction of the BIU, the Disciplinary Tribunal Arbitral Tribunal, and the CAS under this Integrity Code, even after the date that they cease to be or cease to seek to become a Participant (the Retirement Date), in respect of: (a) any confidentiality obligations set out in this Integrity Code or elsewhere in the Rules; and (b) enforcement of the Integrity Code in respect of any matter occurring prior to the Retirement Date.
3.5.4	a breach of the rules of an NF Member or other sporting organisation. This Integrity Code is not intended to limit the responsibilities of Participants under such rules, but nothing in such rules will be effective to limit the application of this Integrity Code or to remove, supersede or amend in any way the jurisdiction of the BIU, the Disciplinary Tribunal and the CAS arising under this Integrity Code.	a breach of the rules of an NF Member or other sporting organisation. This Integrity Code is not intended to limit the responsibilities of Participants under such rules, but nothing in such rules will be effective to limit the application of this Integrity Code or to remove, supersede or amend in any way the jurisdiction of the BIU, the Disciplinary Tribunal Arbitral Tribunal and the CAS arising under this Integrity Code.
3.6	In accordance with Article 8.1.8 of the Constitution, each NF Member will recognise and enforce within its Country all decisions of the BIU, a Disciplinary Tribunal and the CAS made under this Integrity Code, including periods of ineligibility and other disciplinary sanctions imposed under this Integrity Code.	In accordance with Article 8.1.8 of the Constitution, each NF Member will recognise and enforce within its Country all decisions of the BIU, a Disciplinary Tribunal Arbitral Tribunal and the CAS made under this Integrity Code, including periods of ineligibility and other disciplinary sanctions imposed under this Integrity Code.
8. Reporting and cooperation		
8.1.3	cooperate promptly, truthfully, completely and in good faith with any proceedings brought by the BIU against any Participant for violation of this Integrity Code, including providing a witness statement(s) in respect of information in the possession of the Participant and/or attending, for the purposes of providing truthful oral evidence, any hearing convened before a Disciplinary Tribunal or the CAS or other hearing panel, upon the request of the BIU;	cooperate promptly, truthfully, completely and in good faith with any proceedings brought by the BIU against any Participant for violation of this Integrity Code, including providing a witness statement(s) in respect of information in the possession of the Participant and/or attending, for the purposes of providing truthful oral evidence, any hearing convened before a Disciplinary Tribunal Arbitral Tribunal or the CAS or other hearing panel, upon the request of the BIU;

14.1 Motions proposing amendments to the Constitution

14.2 Motions seeking approval of Reserved Rules (ECR)

14.3 Motions seeking amendment or annulment of other Rules

- 14.3.1 Motion from the Executive Board for incorporating the IBU Procedural Rules for the Arbitral Tribunal and renaming Disciplinary Tribunal into Arbitral Tribunal
- 14.3.2 Motion from the Executive Board for establishing an alternative procedure for minor violations
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- ANNEX of the Agenda point 14.3. Chapter D IBU Anti-Doping rules

Art.	Current Wording	Proposed Wording
CHAPTER E PROCEDURES FOR THE INVESTIGATION AND PROSECUTION OF VIOLATIONS OF THE IBU INTEGRITY CODE		
3. Investigations		
3.9.2	The BIU will refer the application to the CAS Ordinary Division, which will appoint one or more CAS arbitrators to sit as the Disciplinary Tribunal that will hear and determine the application in accordance with the relevant provisions of this Integrity Code and the CAS Code of Sports-related Arbitration.	The BIU will refer the application to the CAS Ordinary Division Chair of the Disciplinary Tribunal Arbitral Tribunal, which who will appoint one or more CAS arbitrators members of the Disciplinary Tribunal Arbitral Tribunal Panel to sit as the Disciplinary Tribunal Arbitral Tribunal that will hear and determine the application in accordance with the relevant provisions of this Integrity Code and the CAS Code of Sports-related Arbitration IBU Procedural Rules.
3.9.3	The Disciplinary Tribunal will consider the application with as much expediency as the justice of the matter permits. Unless exceptional circumstances apply, such review will be conducted by way of written evidence and submissions only. In considering the Demand, the Disciplinary Tribunal will have the discretion but not the obligation to invite submissions from the BIU and the Participant, as it sees fit.	The Disciplinary Tribunal Arbitral Tribunal will consider the application with as much expediency as the justice of the matter permits. Unless exceptional circumstances apply, such review will be conducted by way of written evidence and submissions only. In considering the Demand, the Disciplinary Tribunal Arbitral Tribunal will have the discretion but not the obligation to invite submissions from the BIU and the Participant, as it sees fit.
3.9.4	Where the Disciplinary Tribunal determines that there is no reasonable belief basis for the Demand, then the Demand will be deemed invalid, and any information, record, article or thing and any copy or download of the same obtained by the BIU pursuant to the Demand will either be immediately returned to the Participant or destroyed, as the case requires.	Where the Disciplinary Tribunal Arbitral Tribunal determines that there is no reasonable belief basis for the Demand, then the Demand will be deemed invalid, and any information, record, article or thing and any copy or download of the same obtained by the BIU pursuant to the Demand will either be immediately returned to the Participant or destroyed, as the case requires.
3.9.5	Where the Disciplinary Tribunal determines that there is a reasonable belief basis for the Demand, the Demand will be deemed valid. In such circumstances, if the Participant fails to produce the information, record, article or thing and any copy or download of the same that is the subject of the Demand, that will constitute an independent violation of Article 8.1.2 of Chapter B of this Integrity Code.	Where the Disciplinary Tribunal Arbitral Tribunal determines that there is a reasonable belief basis for the Demand, the Demand will be deemed valid. In such circumstances, if the Participant fails to produce the information, record, article or thing and any copy or download of the same that is the subject of the Demand, that will constitute an independent violation of Article 8.1.2 of Chapter B of this Integrity Code.
3.9.6	The ruling of Disciplinary Tribunal as to whether there is a reasonable belief basis for a Demand will not be subject to appeal or other challenge by any party in any forum.	The ruling of Disciplinary Tribunal Arbitral Tribunal as to whether there is a reasonable belief basis for a Demand will not be subject to appeal or other challenge by any party in any forum.
3.10.3	[...] the Participant has seven (7) days from receipt of the Demand to file an objection to the Demand by requesting a review by the Disciplinary Tribunal in accordance with Article 3.9; and	[...] the Participant has seven (7) days from receipt of the Demand to file an objection to the Demand by requesting a review by the Disciplinary Tribunal Arbitral Tribunal in accordance with Article 3.9; and
3.10.4	[...] if the Participant does not file an objection within seven (7) days of receipt of the Demand (or files an objection and the Disciplinary Tribunal subsequently finds there is a reasonable belief basis for the Demand), or notifies the BIU that they do not object to the Demand, the BIU may inspect the information, record, article or thing and otherwise make use of it in accordance with this Chapter E.	[...]if the Participant does not file an objection within seven (7) days of receipt of the Demand (or files an objection and the Disciplinary Tribunal Arbitral Tribunal subsequently finds there is a reasonable belief basis for the Demand), or notifies the BIU that they do not object to the Demand, the BIU may inspect the information, record, article or thing and otherwise make use of it in accordance with this Chapter E.

14.1 Motions proposing amendments to the Constitution

14.2 Motions seeking approval of Reserved Rules (ECR)

14.3 Motions seeking amendment or annulment of other Rules

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Art.	Current Wording	Proposed Wording
4. Conduct of prosecution by the BIU		
4.1.3	[...] to present that charge before the Disciplinary Tribunal for hearing and determination; and	[...] to present that charge before the Disciplinary Tribunal Arbitral Tribunal for hearing and determination; and
5. Notice of charge		
5.1.5.2	[...] to admit the charge(s) but to dispute (or seek to mitigate) the sanction(s) specified in the Notice of Charge, and to have the matter of sanction(s) determined by the Disciplinary Tribunal in accordance with Article 9 if it cannot be agreed between the parties; or	[...] to admit the charge(s) but to dispute (or seek to mitigate) the sanction(s) specified in the Notice of Charge, and to have the matter of sanction(s) determined by the Disciplinary Tribunal Arbitral Tribunal in accordance with Article 9 if it cannot be agreed between the parties; or
5.1.5.3	[...] to dispute the charge(s) and to have the charge(s) determined (along with any sanctions, where a charge is upheld) by the Disciplinary Tribunal in accordance with Article 8; and	[...]to dispute the charge(s) and to have the charge(s) determined (along with any sanctions, where a charge is upheld) by the Disciplinary Tribunal Arbitral Tribunal in accordance with Article 8; and
6. Provisional suspension		
6.3	A Participant who is provisionally suspended has the right to apply to the Disciplinary Tribunal for an order lifting or limiting the provisional suspension. The provisional suspension may be lifted or limited if the Participant demonstrates to the satisfaction of the Disciplinary Tribunal that:	A Participant who is provisionally suspended has the right to apply to the Disciplinary Tribunal Arbitral Tribunal for an order lifting or limiting the provisional suspension. The provisional suspension may be lifted or limited if the Participant demonstrates to the satisfaction of the Disciplinary Tribunal Arbitral Tribunal that:
7. Resolution of charges without a hearing		
7.1.2	[...] fails to respond by the deadline specified in the Notice of Charge (which failure will be deemed to amount to (a) a waiver of the Participant’s right to have the charge(s) and/or sanction(s) determined by the Disciplinary Tribunal; (b) an admission of the charge(s); and (c) an acceptance of the sanction(s) specified in the Notice of Charge); the BIU will issue a public notice confirming the violation(s) committed, the sanction(s) imposed, and any other details required by the relevant Chapter of this Integrity Code, and that notice will take effect as if it were a final decision of the Disciplinary Tribunal made in accordance with Article 10. Alternatively, where it sees fit (such as where the BIU has specified a range of potential sanction(s) in the Notice of Charge), the BIU may refer the matter to the Disciplinary Tribunal to determine the sanction(s) to be imposed in accordance with Article 9.	[...]fails to respond by the deadline specified in the Notice of Charge (which failure will be deemed to amount to (a) a waiver of the Participant’s right to have the charge(s) and/or sanction(s) determined by the Disciplinary Tribunal Arbitral Tribunal; (b) an admission of the charge(s); and (c) an acceptance of the sanction(s) specified in the Notice of Charge); the BIU will issue a public notice confirming the violation(s) committed, the sanction(s) imposed, and any other details required by the relevant Chapter of this Integrity Code, and that notice will take effect as if it were a final decision of the Disciplinary Tribunal Arbitral Tribunal made in accordance with Article 10. Alternatively, where it sees fit (such as where the BIU has specified a range of potential sanction(s) in the Notice of Charge), the BIU may refer the matter to the Disciplinary Tribunal Arbitral Tribunal to determine the sanction(s) to be imposed in accordance with Article 9.

14.1 Motions proposing amendments to the Constitution

14.2 Motions seeking approval of Reserved Rules (ECR)

14.3 Motions seeking amendment or annulment of other Rules

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- ANNEX of the Agenda point 14.3. Chapter D IBU Anti-Doping rules

Art.	Current Wording	Proposed Wording
7.3	[...] At any time prior to a final decision by the Disciplinary Tribunal, the BIU may decide to withdraw a Notice of Charge for good cause. In the event that the BIU withdraws a Notice of Charge, the BIU will promptly issue a reasoned decision confirming the withdrawal of the Notice of Charge and will send notice of the decision to the Participant in issue and to any party that has a right of appeal against the decision. The BIU will not publish the decision.	At any time prior to a final decision by the Disciplinary Tribunal Arbitral Tribunal, the BIU may decide to withdraw a Notice of Charge for good cause. In the event that the BIU withdraws a Notice of Charge, the BIU will promptly issue a reasoned decision confirming the withdrawal of the Notice of Charge and will send notice of the decision to the Participant in issue and to any party that has a right of appeal against the decision. The BIU will not publish the decision.
8. Request for a hearing		
8.1	If the Participant wishes to have a hearing before the Disciplinary Tribunal to contest liability and/or sanction, the Participant must provide a written request for a hearing to the BIU that is received by the BIU within fourteen (14) days of the Participant's receipt of the Notice of Charge (or such longer period as may be specified in the Notice of Charge or agreed by the BIU). The request must explain how the Participant responds to the charge(s) and set out (in summary form) the basis for such response.	If the Participant wishes to have a hearing before the Disciplinary Tribunal Arbitral Tribunal to contest liability and/or sanction, the Participant must provide a written request for a hearing to the BIU that is received by the BIU within fourteen (14) days of the Participant's receipt of the Notice of Charge (or such longer period as may be specified in the Notice of Charge or agreed by the BIU). The request must explain how the Participant responds to the charge(s) and set out (in summary form) the basis for such response.
8.2	The BIU will refer the request to the CAS Ordinary Division, which will appoint one or more CAS arbitrators to sit as the Disciplinary Tribunal that will hear and determine the case in accordance with this Integrity Code and the CAS Code of Sports-related Arbitration	The BIU will refer the request to the Chair of the Disciplinary Tribunal Arbitral Tribunal CAS Ordinary Division , which who will appoint one or more members of the CAS arbitrators Disciplinary Tribunal Arbitral Tribunal Panel to sit as the Disciplinary Tribunal Arbitral Tribunal that will hear and determine the case in accordance with this Integrity Code and the CAS Code of Sports-related Arbitration IBU Procedural Rules.
8.3	Unless otherwise specified in the relevant rules, the burden of proof will be on the party asserting the claim or fact in issue, and it will be required to prove that claim or fact on the balance of probabilities.	Unless otherwise specified in the relevant rules, the burden of proof will be on the party asserting the claim or fact in issue, and it will be required to prove that claim or fact on the balance of probabilities.
9. Sanctions and decisions		
9.1	Subject to any specific sanctioning provisions set out in the relevant Rules, where the Disciplinary Tribunal decides that a violation of this Integrity Code has been established, it may impose such sanctions as it deems appropriate, including:	Subject to any specific sanctioning provisions set out in the relevant Rules, where the Disciplinary Tribunal decides that a violation of this Integrity Code has been established, it may impose such sanctions as it deems appropriate, including [Moved to the IBU Procedural Rules] Replaced by The regulations in relation to the determination of sanctions by the Arbitral Tribunal, the making, announcement and publication of decisions of the Arbitral Tribunal, and the confidentiality of the proceedings before the Arbitral Tribunal, are provided for in Section 7 of the IBU Procedural Rules.
9.1.1	a caution, reprimand and/or warning as to future conduct;	a caution, reprimand and/or warning as to future conduct; [Moved to the IBU Procedural Rules]

LEGEND Current wording | Removed wording | New wording | Moved wording (where the removed wording was moved to)

14.1 Motions proposing amendments to the Constitution

14.2 Motions seeking approval of Reserved Rules (ECR)

14.3 Motions seeking amendment or annulment of other Rules

- **14.3.1** Motion from the Executive Board for incorporating the IBU Procedural Rules for the Arbitral Tribunal and renaming Disciplinary Tribunal into Arbitral Tribunal
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Art.	Current Wording	Proposed Wording
9.1.2	a fine (which, unless otherwise specified, will be payable to the BIU within 30 days, and will be applied by the BIU to defray its costs and expenses of policing and enforcing this Integrity Code);	a fine (which, unless otherwise specified, will be payable to the BIU within 30 days, and will be applied by the BIU to defray its costs and expenses of policing and enforcing this Integrity Code); [Moved to the IBU Procedural Rules]
9.1.3	a compensation payment;	a compensation payment; [Moved to the IBU Procedural Rules]
9.1.4	disqualification of results, with all resulting consequences, including forfeiture of any related medals, titles, ranking points, and/or prize money;	disqualification of results, with all resulting consequences, including forfeiture of any related medals, titles, ranking points, and/or prize money; [Moved to the IBU Procedural Rules]
9.1.5	disqualification/expulsion from Biathlon Competitions;	disqualification/expulsion from Biathlon Competitions; [Moved to the IBU Procedural Rules]
9.1.6	forfeiture of points and/or of quota places and/or of hosting rights;	forfeiture of points and/or of quota places and/or of hosting rights; [Moved to the IBU Procedural Rules]
9.1.7	removal from office;	removal from office; [Moved to the IBU Procedural Rules]
9.1.8	a specified period of ineligibility from participating in any capacity in any competition, programme or other activity authorised or organised by the IBU, by any NF Member, or by any member or affiliate of any NF Member, and/or otherwise associating with other Participants;	a specified period of ineligibility from participating in any capacity in any competition, programme or other activity authorised or organised by the IBU, by any NF Member, or by any member or affiliate of any NF Member, and/or otherwise associating with other Participants; [Moved to the IBU Procedural Rules]
9.1.9	mandatory education sessions; and/or	mandatory education sessions; and/or [Moved to the IBU Procedural Rules]
9.1.10	any other sanction that it deems appropriate	any other sanction that it deems appropriate [Moved to the IBU Procedural Rules]
9.2	The Disciplinary Tribunal will base its decision as to sanctions, including any decision as to the length of any period of ineligibility, on what is proportionate in the circumstances of the case, taking into account the nature of the violation(s), the culpability of the Participant, the harm caused to the sport, the need to deter future violations, and any aggravating or mitigating factors.	The Disciplinary Tribunal will base its decision as to sanctions, including any decision as to the length of any period of ineligibility, on what is proportionate in the circumstances of the case, taking into account the nature of the violation(s), the culpability of the Participant, the harm caused to the sport, the need to deter future violations, and any aggravating or mitigating factors. [Moved to the IBU Procedural Rules]
9.3	Aggravating factors may include:	Aggravating factors may include: [Moved to the IBU Procedural Rules]
9.3.1	the age, experience and position of trust or authority of the Participant;	the age, experience and position of trust or authority of the Participant; [Moved to the IBU Procedural Rules]

14.1 Motions proposing amendments to the Constitution

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- **ANNEX** of the Agenda point 14.3.
Chapter D IBU Anti-Doping rules

Art.	Current Wording	Proposed Wording
9.3.2	the Participant's previous disciplinary record, including in particular any previous violations of this Integrity Code or any similar offences;	the Participant's previous disciplinary record, including in particular any previous violations of this Integrity Code or any similar offences; [Moved to the IBU Procedural Rules]
9.3.3	a lack of remorse on the part of the Participant (including, for example, refusing to participate in educational programmes);	a lack of remorse on the part of the Participant (including, for example, refusing to participate in educational programmes); [Moved to the IBU Procedural Rules]
9.3.4	a finding that the Participant received or expected to receive a significant benefit as a result of the violation;	a finding that the Participant received or expected to receive a significant benefit as a result of the violation; [Moved to the IBU Procedural Rules]
9.3.5	a finding that the Participant committed more than one violation of this Integrity Code;	a finding that the Participant committed more than one violation of this Integrity Code; [Moved to the IBU Procedural Rules]
9.3.6	a finding that the violation was part of a wider scheme involving other Participants; and	a finding that the violation was part of a wider scheme involving other Participants; and [Moved to the IBU Procedural Rules]
9.3.7	a finding that the violation affected or had the potential to affect the course or outcome of a Biathlon Competition.	a finding that the violation affected or had the potential to affect the course or outcome of a Biathlon Competition. [Moved to the IBU Procedural Rules]
9.4	Mitigating factors may include:	Mitigating factors may include: [Moved to the IBU Procedural Rules]
9.4.1	the youth or inexperience of the Participant;	the youth or inexperience of the Participant; [Moved to the IBU Procedural Rules]
9.4.2	the Participant's good previous disciplinary record;	the Participant's good previous disciplinary record; [Moved to the IBU Procedural Rules]
9.4.3	remorse on the part of the Participant (including, for example, agreeing to participate in educational programmes);	remorse on the part of the Participant (including, for example, agreeing to participate in educational programmes); [Moved to the IBU Procedural Rules]
9.4.4	the Participant's timely admission of guilt when confronted with the violation; and	the Participant's timely admission of guilt when confronted with the violation; and [Moved to the IBU Procedural Rules]

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Art.	Current Wording	Proposed Wording
9.4.5	the Participant's provision to the BIU of truthful, accurate and complete information about violations of this Integrity Code and/or other similar laws or regulations by other Participants, and full cooperation with any investigation and prosecution (whether by the BIU or another body, including a criminal or regulatory body) of such violations, including by testifying at a hearing if required to do so.	the Participant's provision to the BIU of truthful, accurate and complete information about violations of this Integrity Code and/or other similar laws or regulations by other Participants, and full cooperation with any investigation and prosecution (whether by the BIU or another body, including a criminal or regulatory body) of such violations, including by testifying at a hearing if required to do so. [Moved to the IBU Procedural Rules]
9.5	The Disciplinary Tribunal may order a party to pay some or all of the costs of convening the Disciplinary Tribunal and holding the hearing	The Disciplinary Tribunal may order a party to pay some or all of the costs of convening the Disciplinary Tribunal and holding the hearing [Moved to the IBU Procedural Rules]
9.6	As a general rule, the Disciplinary Tribunal has discretion to grant the prevailing party a contribution towards its legal fees and other expenses incurred in connection with the proceedings and, in particular, the costs of witnesses and interpreters. When granting such contribution, the Disciplinary Tribunal shall take into account Disciplinary Tribunal the complexity and outcome of the proceedings, as well as the conduct and the financial resources of the parties.	As a general rule, the Disciplinary Tribunal has discretion to grant the prevailing party a contribution towards its legal fees and other expenses incurred in connection with the proceedings and, in particular, the costs of witnesses and interpreters. When granting such contribution, the Disciplinary Tribunal shall take into account Disciplinary Tribunal the complexity and outcome of the proceedings, as well as the conduct and the financial resources of the parties. [Moved to the IBU Procedural Rules]
9.7	Where it sees fit, the Disciplinary Tribunal may suspend the implementation of all or part of any sanction(s) imposed for so long as specified conditions are satisfied.	Where it sees fit, the Disciplinary Tribunal may suspend the implementation of all or part of any sanction(s) imposed for so long as specified conditions are satisfied. [Moved to the IBU Procedural Rules]
10. Decisions Appeals		
10.1	The Disciplinary Tribunal will announce its decision to the parties in writing, with reasons.	The Disciplinary Tribunal will announce its decision to the parties in writing, with reasons [Moved to the IBU Procedural Rules] The regulations in relation to the conduct of appeals against decisions of the Arbitral Tribunal are provided for in Section 8 of the IBU Procedural Rules.
10.2	The BIU may publish the decision on its website and/or otherwise as it sees fit, but otherwise (subject always to the power in the CAS Code of Sports-related Arbitration to order a public hearing) the proceedings will be confidential and no Disciplinary Tribunal member, party, third party observer, witness, or other participant in the proceedings or recipient of the decision may disclose any facts or other information relating to the proceedings.	The BIU may publish the decision on its website and/or otherwise as it sees fit, but otherwise (subject always to the power in the CAS Code of Sports-related Arbitration to order a public hearing) the proceedings will be confidential and no Disciplinary Tribunal member, party, third party observer, witness, or other participant in the proceedings or recipient of the decision may disclose any facts or other information relating to the proceedings. [Moved to the IBU Procedural Rules]

14.1 Motions proposing amendments to the Constitution

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- ANNEX of the Agenda point 14.3. Chapter D IBU Anti-Doping rules

Art.	Current Wording	Proposed Wording
11. Appeals		
11.1	The BIU and the Participant will each have the right to appeal decisions of the Disciplinary Tribunal exclusively to the CAS Appeals Division, which will appoint one or three CAS arbitrators to resolve the appeal definitively in accordance with the CAS Code of Sports-related Arbitration.	The BIU and the Participant will each have the right to appeal decisions of the Disciplinary Tribunal exclusively to the CAS Appeals Division, which will appoint one or three CAS arbitrators to resolve the appeal definitively in accordance with the CAS Code of Sports-related Arbitration. [Moved to the IBU Procedural Rules]
11.2	Pending resolution of the appeal, the decision being appealed will remain in full force and effect unless the CAS orders otherwise.	Pending resolution of the appeal, the decision being appealed will remain in full force and effect unless the CAS orders otherwise. [Moved to the IBU Procedural Rules]
11.3	The decision of the CAS resolving the appeal may not be challenged in any forum or on any ground except as set out in Chapter 12 of the Swiss Federal Code on Private International Law.	The decision of the CAS resolving the appeal may not be challenged in any forum or on any ground except as set out in Chapter 12 of the Swiss Federal Code on Private International Law. [Moved to the IBU Procedural Rules]

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14.3.2 Motion from the Executive Board for establishing an alternative procedure for minor violations

Concerns Chapter E Procedures for the investigation and prosecution of violations of the IBU Integrity Code, Article 11

RATIONALE

In addition to incorporating the Arbitral Tribunal it is proposed to establish an alternative procedure for minor violations to provide a proportionally appropriate disciplinary process for low-level alleged breaches of the IBU Integrity Code.

Art.	Current Wording	Proposed Wording
CHAPTER E PROCEDURES FOR THE INVESTIGATION AND PROSECUTION OF VIOLATIONS OF THE IBU INTEGRITY CODE		
11 12. Alternative procedure for minor violations		
11 12.1	Notwithstanding any other provision of this Chapter E, where the Head of the BIU considers a particular violation of this Integrity Code by a Participant to be a minor violation, rather than follow the procedures set out above the Head of the BIU may refer the case to the BIU Board (a Referral), to be dealt with in accordance with the following provisions of this Article 12.	Notwithstanding any other provision of this Chapter E, where the Head of the BIU considers a particular violation of this Chapter E Integrity Code (other than a violation of a Doping Violation or a Safeguarding Concern) by a Participant to be a Minor Violation, rather than follow the procedures set out above and issue a Notice of Charge, the Head of the BIU may refer the case matter to the BIU Board to be dealt with in accordance with the following provisions of this Article 12 Section 9 of the IBU Procedural Rules (a Referral). [Moved to 11.2] A 'Minor Violation' means a low-level alleged breach of this Integrity Code (other than an anti-doping rule violation or a safeguarding concern), which - having regard to the nature, intent, impact and circumstances of the relevant alleged conduct – it would be proportionate to resolve via a simplified and expedited disciplinary process.
11 12.2	The Referral will set out:	The Referral will set out: Notwithstanding any other provision of this Chapter E, where the Head of the BIU considers a particular alleged violation of this Chapter E Integrity Code by a Participant to be a Minor Violation, rather than follow the procedures set out above and issue a Notice of Charge, the Head of the BIU may refer the case matter to the BIU Board to be dealt with in accordance with the following provisions of this Article 12 Section 9 of the IBU Procedural Rules (a Referral).
12.2.1	the name of the Participant who is the subject of the Referral (the Respondent);	the name of the Participant who is the subject of the Referral (the Respondent); [Moved to the IBU Procedural Rules]

LEGEND Current wording | Removed wording | New wording | Moved wording (where the removed wording was moved to)

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Art.	Current Wording	Proposed Wording
12.2.2	full details of the alleged violation, including where, when and how it is alleged to have occurred;	full details of the alleged violation, including where, when and how it is alleged to have occurred; [Moved to the IBU Procedural Rules]
12.2.3	the specific provisions of this Integrity Code alleged to have been violated;	the specific provisions of this Integrity Code alleged to have been violated; [Moved to the IBU Procedural Rules]
12.2.4	details of any relevant evidence, including copies of any relevant documents; and	details of any relevant evidence, including copies of any relevant documents; and [Moved to the IBU Procedural Rules]
12.2.5	what sanctions are proposed from the list of potential sanctions set out at Article 12.10.	what sanctions are proposed from the list of potential sanctions set out at Article 12.10. [Moved to the IBU Procedural Rules]
11 12.3	The BIU Board will perform an inquisitorial function, investigating and determining the merits of the Referral. The BIU Board may delegate that function to a suitably qualified person (e.g., legal counsel). References below to the BIU Board will be deemed to include any such delegate.	The BIU Board will perform an inquisitorial function, investigating and determining the merits of the Referral. The BIU Board may delegate that function to a suitably qualified person (e.g., legal counsel). References below to the BIU Board will be deemed to include any such delegate. [Moved to the IBU Procedural Rules] If upon review of the Referral the BIU Board identifies facts or matters that suggest the initial sanctions proposed by the Head of the BIU in its Referral may not be adequate, given the conduct of the Participant, they shall decide whether to maintain the Referral or else withdraw the Referral and pursue the matter in accordance with the ordinary procedures set out above. Alternatively, the Head of the BIU may withdraw the Referral of their own accord at any time and pursue the matter in accordance with the procedures set out above.
12.4	Save where the BIU Board orders otherwise, all Referrals will be dealt with in writing, without any oral hearing.	Save where the BIU Board orders otherwise, all Referrals will be dealt with in writing, without any oral hearing. [Moved to the IBU Procedural Rules]
12.5	The BIU Board will send a copy of the Referral to the Respondent, specifying a deadline within which the Respondent must file a written answer (the Answer). In the Answer, the Respondent may:	The BIU Board will send a copy of the Referral to the Respondent, specifying a deadline within which the Respondent must file a written answer (the Answer). In the Answer, the Respondent may: [Moved to the IBU Procedural Rules]
12.5.1	admit the charge(s) set out in the Referral and accept the sanction(s) sought in the Referral;	admit the charge(s) set out in the Referral and accept the sanction(s) sought in the Referral; [Moved to the IBU Procedural Rules]

14.1 Motions proposing amendments to the Constitution**14.2** Motions seeking approval of Reserved Rules (ECR)**14.3** Motions seeking amendment or annulment of other Rules

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Art.	Current Wording	Proposed Wording
12.5.2	admit the charge(s) set out in the Referral but to seek to mitigate the sanction(s) proposed in the Referral; or	admit the charge(s) set out in the Referral but to seek to mitigate the sanction(s) proposed in the Referral; or [Moved to the IBU Procedural Rules]
12.5.3	dispute the charge(s) and/or the proposed sanction(s), in which case the Respondent must set out in the Answer their response to each of the allegations made in the Referral, identify any defences that they wish to assert, set out the facts on which the defence(s) is/are based, and attach copies of any evidence upon which they wish to rely.	dispute the charge(s) and/or the proposed sanction(s), in which case the Respondent must set out in the Answer their response to each of the allegations made in the Referral, identify any defences that they wish to assert, set out the facts on which the defence(s) is/are based, and attach copies of any evidence upon which they wish to rely. [Moved to the IBU Procedural Rules]
12.6	The BIU Board may undertake such investigations in relation to the Referral and/or Answer as the BIU Board deems necessary, including consulting with persons with knowledge of the facts and/or appointing experts to advise on specific issues.	The BIU Board may undertake such investigations in relation to the Referral and/or Answer as the BIU Board deems necessary, including consulting with persons with knowledge of the facts and/or appointing experts to advise on specific issues. [Moved to the IBU Procedural Rules]
12.7	If upon investigation the BIU Board identifies facts that suggest the sanctions set out in Article 12.10 may not be sufficient, given the conduct of the Participant, the BIU Board will then decide whether to maintain the Referral or else withdraw the Referral and pursue the matter in accordance with the ordinary procedures set out above.	If upon investigation the BIU Board identifies facts that suggest the sanctions set out in Article 12.10 may not be sufficient, given the conduct of the Participant, the BIU Board will then decide whether to maintain the Referral or else withdraw the Referral and pursue the matter in accordance with the ordinary procedures set out above. [Moved to the IBU Procedural Rules]
12.8	The BIU Board is not bound by judicial rules governing the admissibility of evidence. Instead, facts may be established by any reliable means, including witness evidence, expert reports, and documentary or video evidence.	The BIU Board is not bound by judicial rules governing the admissibility of evidence. Instead, facts may be established by any reliable means, including witness evidence, expert reports, and documentary or video evidence. [Moved to the IBU Procedural Rules]
12.9	The BIU Board will not uphold the charge(s) in a Referral unless satisfied that they are proven on the balance of probabilities.	The BIU Board will not uphold the charge(s) in a Referral unless satisfied that they are proven on the balance of probabilities. [Moved to the IBU Procedural Rules]
12.10	Where a charge in a Referral is upheld, the BIU Board will have the power to impose one or more of the following sanctions:	Where a charge in a Referral is upheld, the BIU Board will have the power to impose one or more of the following sanctions: [Moved to the IBU Procedural Rules]

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Art.	Current Wording	Proposed Wording
12.10.1	a caution or reprimand, or an oral or written warning;	a caution or reprimand, or an oral or written warning; [Moved to the IBU Procedural Rules]
12.10.2	removal from a competition;	removal from a competition; [Moved to the IBU Procedural Rules]
12.10.3	removal from a venue;	removal from a venue; [Moved to the IBU Procedural Rules]
12.10.4	removal of accreditation;	removal of accreditation; [Moved to the IBU Procedural Rules]
12.10.5	a fine of not more than 1,000 euros; and/or	a fine of not more than 1,000 euros; and/or [Moved to the IBU Procedural Rules]
12.10.6	a period of ineligibility of not more than three months.	a period of ineligibility of not more than three months. [Moved to the IBU Procedural Rules]
12.11	The BIU Board will issue a reasoned decision in writing to the BIU and the Respondent, stating why the charge has or has not been upheld, and (if applicable) what sanctions are imposed.	The BIU Board will issue a reasoned decision in writing to the BIU and the Respondent, stating why the charge has or has not been upheld, and (if applicable) what sanctions are imposed. [Moved to the IBU Procedural Rules]
12.12	The IBU will bear the costs incurred by the BIU Board in resolving the case. Each of the BIU and the Respondent will bear the costs it/they incurred in relation to the case. There will be no power to shift such costs to the other party.	The IBU will bear the costs incurred by the BIU Board in resolving the case. Each of the BIU and the Respondent will bear the costs it/they incurred in relation to the case. There will be no power to shift such costs to the other party. [Moved to the IBU Procedural Rules]
12.13	There is no right of appeal from decisions of the BIU Board under this Article 12.	There is no right of appeal from decisions of the BIU Board under this Article 12. [Amended and Moved to the IBU Procedural Rules]

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- 14.3.6 Motion from the Executive Board for defining the roles of the members of the Executive Board not defined by the Constitution
- ANNEX of the Agenda point 14.3. Chapter D IBU Anti-Doping rules

14.3.3 Motion from the Executive Board for adopting the 2027 World Anti-Doping Code (the Code)

Concerns IBU Integrity Code Chapter D IBU Anti-Doping Rules

RATIONALE

With the adoption of the 2027 World Anti-Doping Code (the Code), International Federations that are signatories of the Code must amend their Anti-Doping Rules to reflect these changes and stay compliant. The list of substantial changes made to the IBU Anti-Doping Rules is presented below. The full redline for the changes from the 2021 Code to the 2027 edition of the Code may be found in the Annex of the Agenda point 14.3.

Art.	Current Wording	Proposed Wording
CHAPTER D IBU ANTI-DOPING RULES		
2.7	Trafficking or Attempted Trafficking in any Prohibited Substance or Prohibited Method by an Athlete or other Person.	Trafficking or Attempted Trafficking in any Prohibited Substance or Prohibited Method by an Athlete or other Person
2.8	Administration or Attempted Administration by an Athlete or other Person either to (1) any Athlete In-Competition of any Prohibited Method or Prohibited Substance, or (2) any Athlete Out-of-Competition of any Prohibited Method or any Prohibited Substance that is prohibited Out-of-Competition	Administration or Attempted Administration by an Athlete or other Person either to (1) any Athlete In-Competition of any Prohibited Method or Prohibited Substance, or (2) any Athlete Out-of-Competition of any Prohibited Method or any Prohibited Substance that is prohibited Out-of-Competition.
5.2.5		5.2.5 Except where expressly allowed by the Code or an International Standard, the BIU shall not take any action that unduly impedes or interferes with the ability of any other Anti-Doping Organization to conduct Testing, whether performed directly or through delegation, that is authorized by this Article 5 or any other Code Article or the International Standard for Testing.
7.3.1	If the BIU receives an Adverse Analytical Finding or an Adverse Passport Finding (upon completion of the Adverse Passport Finding review process) for a Prohibited Substance or a Prohibited Method that is not a Specified Substance or a Specified Method, it will impose a Provisional Suspension on the Athlete promptly upon or after the review and notification required by Article 7.2. The Provisional Suspension will come into effect automatically on the date specified by the BIU in the initial notice of a potential anti-doping rule violation or in further correspondence up to and including the Notice of Charge.	If the BIU receives an Adverse Analytical Finding or an Adverse Passport Finding (upon completion of the Adverse Passport Finding review process) for a Prohibited Substance or a Prohibited Method that is not a Specified Substance or a Specified Method or Substance of Abuse , it shall <u>will</u> impose a Provisional Suspension on the Athlete (i) with respect to an Adverse Analytical Finding, promptly upon or after sending the review and notification required by Article 7.2, and (ii) with respect to an Adverse Passport Finding, upon sending the notification of charge (after completion of the Adverse Passport Finding review process). The Provisional Suspension will come into effect automatically on the date specified by the BIU in the initial notice of a potential anti-doping rule violation or in further correspondence up to and including the Notice of Charge. <u>A mandatory Provisional Suspension may be lifted if it is demonstrated to the BIU or on appeal that adjudication of the alleged violation is likely to result in a finding of no anti-doping rule violation, No Fault or Negligence under Article 10.5, a reprimand with no period</u>

LEGEND Current wording | Removed wording | New wording | Moved wording (where the removed wording was moved to)

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14.2 Motions seeking approval of Reserved Rules (ECR)

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		<u>of Ineligibility under Article 10.6.1.2 (Contaminated Source), or the time already served by the Athlete under the Provisional Suspension would exceed the period of Ineligibility asserted in the charging letter for the anti-doping rule violation.</u>
7.3.3.1	Where a Provisional Suspension is imposed, whether pursuant to Article 7.3.1 or Article 7.3.2, in addition to having a right of appeal against the Provisional Suspension in accordance with Article 13.2 (but subject to Article 7.3.3.2(a)), the Athlete or other Person will be given either: a. an opportunity for a Provisional Hearing either before or on a timely basis after imposition of the Provisional Suspension; or b. an opportunity for an expedited final hearing in accordance with Article 8 on a timely basis after imposition of a Provisional Suspension.	Where a <i>Provisional Suspension</i> is imposed, whether pursuant to Article 7.3.1 or Article 7.3.2, in addition as a prerequisite to having a right of appeal against the <i>Provisional Suspension</i> in accordance with Article 13.2 (but subject to Article 7.3.3.2(a)), the <i>Athlete</i> or other <i>Person</i> will be given either: (a) an opportunity <u>to apply</u> for a Provisional Hearing to the Arbitral Tribunal either before or on a timely basis after imposition of the <i>Provisional Suspension</i> , in accordance with the IBU Procedural Rules; and (b) if the application for a Provisional Hearing is denied, an opportunity for an expedited final hearing in accordance with Article 8 on a timely basis after imposition of a <i>Provisional Suspension</i> .
7.3.3.2	The Provisional Suspension may be lifted if the Athlete or other Person demonstrates to the satisfaction of the hearing panel that: a. the violation asserted is likely to have involved a Contaminated Product. A hearing panel's decision no to lift a mandatory Provisional Suspension on account of the Athlete's assertion regarding a Contaminated Product will not be appealable; b. the violation asserted involves a Substance of Abuse and the Athlete establishes entitlement to a reduced period of Ineligibility under Article 10.2.4.1; c. the assertion of an anti-doping rule violation has no reasonable prospect of being upheld, e.g., because of a patent flaw in the case against the Athlete or other Person; d. any period of Ineligibility that might otherwise be imposed for the violation(s) asserted is likely to be completely eliminated by application of Article 10.5 (No Fault or Negligence); and/or e. other facts exist that make it clearly unfair, in all of the circumstances, for the Athlete or other Person to be subject to a Provisional Suspension prior to the final first instance decision on the merits (this ground is to be construed narrowly, and applied only in truly exceptional circumstances, e.g., the fact that the Provisional Suspension would prevent the Athlete or other Person participating in a particular Competition or Event will not qualify as exceptional circumstances for these purposes).	The Provisional Suspension may be lifted if the Athlete or other Person demonstrates to the satisfaction of the hearing panel that: a. the violation asserted is likely to have involved a Contaminated Product. A hearing panel's decision no to lift a mandatory Provisional Suspension on account of the Athlete's assertion regarding a Contaminated Product will not be appealable; b. the violation asserted involves a Substance of Abuse and the Athlete establishes entitlement to a reduced period of Ineligibility under Article 10.2.4.1; c. the assertion of an anti-doping rule violation has no reasonable prospect of being upheld, e.g., because of a patent flaw in the case against the Athlete or other Person; d. any period of Ineligibility that might otherwise be imposed for the violation(s) asserted is likely to be completely eliminated by application of Article 10.5 (No Fault or Negligence); and/or e. other facts exist that make it clearly unfair, in all of the circumstances, for the Athlete or other Person to be subject to a Provisional Suspension prior to the final first instance decision on the merits (this ground is to be construed narrowly, and applied only in truly exceptional circumstances, e.g., the fact that the Provisional Suspension would prevent the Athlete or other Person participating in a particular Competition or Event will not qualify as exceptional circumstances for these purposes). [Moved one rank below] <u>Any appeal taken by any Person entitled to appeal under Article 13.2.3 from a decision by the BIU, the Arbitral Tribunal (or Article 8 hearing panel) not to impose a Provisional Suspension, or to lift or not lift a Provisional Suspension shall be made exclusively to CAS to be decided by a sole arbitrator. WADA shall receive notice of the appeal from all parties to the appeal and CAS. WADA shall have the right to file an intervention request in any appeal filed by an Athlete or</u>

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		<u>other Person under this Article within ten (10) days after it has received notification of the answer as further provided in the International Standard for Results Management.</u> <u>Appeals challenging Provisional Suspension decisions under this Article shall not justify any delay in the underlying case on the merits.</u>
7.8		Cases subject to Review by Independent Review Expert
7.8.1		<u>This Article 7.8 applies to rare cases where the BIU is considering closing a case or not proceeding with normal Results Management processes after the BIU has received notice of an Adverse Analytical Finding and has completed the initial review required under Article 7.2 (i.e., the BIU has determined no Therapeutic Use Exemption has been granted, there is no apparent departure from the International Standard for Testing or International Standard for Laboratories, and it is not apparent that the Adverse Analytical Finding was caused by ingestion of a Prohibited Substance through a permitted route). In such cases, the BIU shall:</u>
7.8.1.1		<u>provide notice of the Adverse Analytical Finding to the Athlete in accordance with Articles 7.2, 7.4.1 and 7.4.2.</u>
7.8.1.2		<u>promptly submit a request for an opinion from the Independent Review Expert as to whether public policy or other compelling reasons, taking into account the rights of and impact on clean Athletes, justify the departure from the normal Results Management process for addressing Adverse Analytical Findings. A copy of the request shall be provided simultaneously to WADA and to each other party entitled to appeal the decision under Article 13. The BIU shall provide its full file to, and fully cooperate with, the Independent Review Expert.</u>
7.8.2		<u>After reviewing the file, and obtaining any other information deemed necessary from the BIU, WADA or third parties, the Independent Review Expert shall issue a written opinion and recommendation to the BIU, with a copy to WADA, advising whether a departure from the normal Results Management process is justified in the particular circumstances of the case.</u>
7.8.3		<u>Upon receiving the Independent Review Expert's opinion and recommendation, the BIU shall issue a written decision on whether it will proceed with normal Results Management processes or not move forward with the Adverse Analytical Findings. This decision shall be provided to WADA, and the decision along with the Independent Review Expert's opinion and recommendation shall be provided to each other party entitled to appeal the decision under Article 13. The decision is subject to appeal directly to CAS in accordance with the applicable provisions in Article 13. If a decision by the BIU to not move forward with the Adverse Analytical Findings is set aside or reversed on appeal, CAS may maintain jurisdiction to rule on the merits of any alleged anti-</u>

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		<u>doping rule violation related to the Adverse Analytical Findings or may direct the Anti-Doping Organization to proceed with the normal Results Management process.</u>
7.8.4		<u>Where the BIU fails to go forward with the normal Results Management processes without seeking and obtaining an opinion and recommendation from the Independent Review Expert, or fails to go forward with the normal Results Management processes in contravention of the Independent Review Expert's opinion and recommendation, and it is ultimately determined on appeal that an anti-doping rule violation occurred, the BIU may be subject to non-compliance proceedings under Article 24 and the International Standard for Code Compliance by Signatories and shall be required to reimburse the appealing part(y)(ies) for costs and reasonable legal fees incurred in connection with each level of the appellate process.</u>
7.8.5		<u>The process to be followed for cases under this Article 7.8 shall be described in greater detail in the International Standard for Results Management.</u>

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14.3.4 Motion from the Executive Board for determining the consequences of a Vetting process that determine a person to be not eligible

Concerns IBU Biathlon Integrity Unit Rules, Article 11

RATIONALE

There is currently no specific provision addressing the consequences of a decision by the BIU Board that a Participant is not Eligible as a result of the Vetting process. The proposed change aims to address this gap in the IBU Rules.

Art.	Current Wording	Proposed Wording
IBU BIATHLON INTEGRITY UNIT Rules		
11. Vetting		
11.7.14	A decision by the BIU Board (or by the ad hoc screening panel in accordance with Rule 2.2) that an Applicable Person is not Eligible may be appealed to the CAS in accordance with Article 32.2 of the Constitution.	A decision by the BIU Board (or by the ad hoc screening panel in accordance with Rule 2.2) that an Applicable Person is not Eligible: 11.7.14.1 will result in the vacancy of the position held by that Applicable Person if they are an IBU Official and/or the impossibility for the Applicable Person to continue the process which may have resulted in them being an IBU Official. Any resulting vacancy shall be filled in accordance with the applicable IBU Rules 11,7.14.2 may be appealed to the Arbitral Tribunal in accordance with Article 31.2 of the Constitution.

LEGEND Current wording | Removed wording | New wording | Moved wording (where the removed wording was moved to)

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14.3.5 Motion from the Executive Board for ensuring Para Biathlon representation during Congress

Concerns IBU Rules of Congress, Article 2

RATIONALE

This proposal seeks to amend Article 2 aims to ensure formal representation of Para Biathlon bodies during Congress.

Art.	Current Wording	Proposed Wording
IBU RULES OF CONGRESS		
2. ATTENDEES AND OBSERVERS		
2.2	The chairpersons of each of the Athletes' Committee, the Technical Committee, and the BIU Board, as well as the Head of the BIU, will have the right to attend and speak at meetings of Congress, but with no right to vote.	The chairpersons of each of the Athletes' Committee, the Technical Committee, Para Biathlon Commission , and the BIU Board, as well as the Head of the BIU, will have the right to attend and speak at meetings of Congress, but with no right to vote.
2.3	The following persons may attend Congress meetings as Observers: a. Honorary Presidents and Honorary Members; b. other members of the Athletes' Committee; c. up to two representatives of each provisional NF Member and each Extraordinary Member; d. the chairpersons of other Committees; e. the Secretary General; f. other IBU Staff, if requested by the Secretary General; g. the Auditors; h. persons who are candidates for election to the Executive Board who are not otherwise entitled to attend an Election Congress in another capacity; and i. other persons invited by the Executive Board or the President, which may include advisors to the IBU and/or members of Committees.	The following persons may attend Congress meetings as Observers: a. Honorary Presidents and Honorary Members; b. other members of the Athletes' Committee and Para Biathlon Athletes' Representatives ; c. up to two representatives of each provisional NF Member and each Extraordinary Member; d. the chairpersons of other Committees; e. the Secretary General; f. other IBU Staff, if requested by the Secretary General; g. the Auditors; h. persons who are candidates for election to the Executive Board who are not otherwise entitled to attend an Election Congress in another capacity; and i. other persons invited by the Executive Board or the President, which may include advisors to the IBU and/or members of Committees.

LEGEND Current wording | **Removed wording** | **New wording** | **Moved wording** (where the removed wording was moved to)

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14.3.6 Motion from the Executive Board for defining the roles of the members of the Executive Board not defined by the Constitution

Concerns IBU Executive Board Rules, Article 2

Articles 22 to 24 of the Constitution provides the scope of the roles of President, Vice-President, Treasurer and Secretary General. Public roles profiles are widely considered within the sport governing bodies as being a good governance practice as it allows for enhanced transparency. As some memberships are yet to be defined by the IBU Constitution, the amendments concern Extraordinary Members, Honorary Members and/or any other type of membership within the scope of the roles the Executive Board may define (as opposed to “create” which remains a Congress power).

Art.	Current Wording	Proposed Wording
IBU EXECUTIVE BOARD RULES		
2. ROLES OF EXECUTIVE BOARD MEMBERS		
2.1	New Article – current Article 2 to be Article 3 and so on	The roles of Executive Board Members and of Extraordinary Members, Honorary Members, and/or any other type of membership may be defined by the Executive Board from time to time, including their key responsibilities and expected skills and competencies. Each role will be defined in Annex A of the Executive Board Rules.
2.2	New Article – current Article 2 to be Article 3 and so on	The contents of Annex A may be considered by the BIU Board when performing their assessment of whether an Executive Board Member as IBU Official is (a) is of good character and reputation; (b) is able to meet the high standards of conduct and integrity required of an IBU Official; and (c) is physically and mentally fit to perform the role in question, in accordance with Article 27.1.11 of the Constitution.

LEGEND Current wording | Removed wording | New wording | Moved wording (where the removed wording was moved to)

14.1

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CHAPTER D

IBU ANTI-DOPING RULES

1. Introduction

1.1 Implementation of the 2027 World Anti-Doping Code:

1.1.1 The IBU is a *Signatory* to the World Anti-Doping Code and cooperates with WADA to apply and implement the World Anti-Doping Code in the sport of Biathlon.

1.1.2 These 2027 IBU Anti-Doping Rules have been adopted and will be implemented to comply with the IBU's obligations as a *Signatory* to the World Anti-Doping Code, and to further the IBU's continuing efforts to eradicate doping in the sport of Biathlon. They are intended to implement the requirements of the 2027 version of the World Anti-Doping Code in the sport of Biathlon, and will be interpreted and applied in a manner that is consistent with the World Anti-Doping Code and the *International Standards*. The World Anti-Doping Code and the *International Standards* (each as amended from time to time) are integral parts of these IBU Anti-Doping Rules and will prevail over these IBU Anti-Doping Rules in case of conflict. These IBU Anti-Doping Rules ~~must~~shall be interpreted as an independent and autonomous text and not by reference to the existing law or statutes of any *Signatory* or government. The comments annotating various provisions of these IBU Anti-Doping Rules, the World Anti-Doping Code, and the *International Standards* will be used as an aid to interpretation of these IBU Anti-Doping Rules.

1.1.3 In the case of conflict between the provisions of these IBU Anti-Doping Rules and the provisions of any other part of this Integrity Code or of any other Rules, the provisions of these IBU Anti-Doping Rules will prevail.

1.1.4 Unless otherwise stated, defined words and terms in these IBU Anti-Doping Rules (denoted by italics) bear the meaning given to them in Article 20. If they are not defined in Article 20 or elsewhere in these IBU Anti-Doping Rules, they bear the meaning given to them in the IBU Constitution. Unless otherwise specified, references to Articles are to Articles of these IBU Anti-Doping Rules.

1.1.5 The Biathlon Integrity Unit (BIU) is an operational unit of the IBU that has been established to help the IBU to (inter alia) comply with its obligations as a *Signatory* to the World Anti-Doping Code, including by exercising the powers of the IBU under these IBU Anti-Doping Rules. The IBU has delegated the implementation of these IBU Anti-Doping Rules to the BIU, including test distribution planning, *Testing*, collection of whereabouts information, *Administration* of ~~the~~Therapeutic Use Exemptions, investigations, *Results Management*, and pursuit of alleged anti-doping rule violations, including first instance hearings and appeals. As such, references in these IBU Anti-Doping Rules to the BIU will, where applicable, be references to the BIU acting on behalf of the IBU. For the avoidance of doubt, while the BIU may act on the IBU's behalf, the IBU will be considered as the party asserting anti-doping rule violations and for the purposes of any actions taken within the *Results Management* process, as the responding party in the appeals, and as the party in any other matter under these IBU Anti-Doping Rules where that role would appropriately fall to a *Signatory* under the World Anti-Doping Code.

1.1.6 The BIU may delegate any aspect of *Doping Control* or *Education* to a Delegated Third Party. However, the BIU will require the Delegated Third Party to perform such aspects in compliance with the World Anti-Doping Code, *International Standards*, and these IBU Anti-Doping Rules, and remains responsible for such compliance. Any relevant reference to the BIU in these IBU Anti-Doping Rules encompasses any such Delegated Third Party, where applicable and within the context of the aforementioned delegation. Notwithstanding the foregoing, the IBU shall not delegate any aspect of *Doping Control* (including, without limitation, *Testing* and *Results Management*) to a Delegated Third Party where such delegation could reasonably lead to a potential or actual conflict of interest. Moreover, due to the potential conflict of interest, the IBU shall not delegate any aspect of *Doping Control* (including, without limitation, *Testing* and *Results Management*) to a NF Member, or any other national sports governing body or other national sports organization.

1.2 Scope of application:

1.2.1 These IBU Anti-Doping Rules apply to:

1.2.1.1 the IBU, including its board members, directors, officers, senior executives and any IBU employees who are involved in any aspect of *Doping Control* on behalf of the IBU/BIU;

1.2.1.2 the BIU, including its board and staff members;

1.2.1.3 Delegated Third Parties (and their employees) who are involved in any aspect of *Doping Control* on behalf of the IBU/BIU;

1.2.1.4 each of the IBU's NF Members, including its board members, directors, officers, senior executives and any NF Member employees and Delegated Third Parties (and their employees) who are involved in any aspect of *Doping Control* on behalf of any NF Member; and

1.2.1.5 the following *Athletes*, *Athlete Support Personnel*, and other *Persons*:

(i) all *Athletes* and *Athlete Support Personnel* who are members of (or registered with) the IBU, any NF Member, or any member or affiliate organisation of any NF Member (including any clubs, teams, associations or leagues);

(ii) all *Athletes* participating in such capacity in *Events*, *Competitions* and/or other activities organised, convened, authorised or recognised by the IBU or any NF Member or any member or affiliate organisation of any NF Member (including any clubs, teams, associations or leagues), wherever held, and all *Athlete Support Personnel* supporting such *Athletes'* participation; and

(iii) any other *Athlete* or *Athlete Support Personnel* or other *Person* who, whether by virtue of an accreditation, a licence or other contractual arrangement, or otherwise, is subject to the authority of the IBU, or of any NF Member, or of any member or affiliate organisation of any NF Member (including any clubs, teams, associations or leagues), for purposes of anti-doping; and

(iv) *Athletes* who are not regular members of the IBU or of one of its NF Members, but who want to be eligible to compete in a particular *International Event*, and all *Athlete Support Personnel* supporting such *Athletes'* participation in the relevant *International Event(s)*.

1.2.2 Each of the *Persons* covered by Article 1.2.1 is deemed, as a condition of their membership, accreditation, participation and/or involvement in the sport, to have agreed to be bound by these IBU Anti-Doping Rules, and to have submitted to the authority of the BIU to enforce these IBU Anti-Doping Rules on behalf of the IBU, including any *Consequences* for breach thereof, and to the jurisdiction of the hearing panels identified below to hear and determine cases and appeals brought under these IBU Anti-Doping Rules.

[Comment to Article 1.2.2: Where a Person other than an Athlete or Athlete Support Person is bound by these IBU Anti-Doping Rules, such Person will of course not be subject to Sample collection or Testing, and will not be charged with an anti-doping rule violation under these IBU Anti-Doping Rules for Use or Possession of a Prohibited Substance or Prohibited Method. Rather, such Person would only be subject to discipline for a violation of Articles 2.5 (Tampering), 2.7 (Trafficking), 2.8 (Administration), 2.9 (Complicity), 2.10

(Prohibited Association), and 2.11 (Retaliation). Furthermore, such Person would be subject to the additional roles and responsibilities according to Article 1.3.3. Also, the obligation to require an employee to be bound by IBU Anti-Doping Rules is subject to applicable law. The IBU/BIU will ensure that any arrangements with board members, directors, officers, senior executives, employees, and Delegated Third Parties and their employees – whether employment, contractual or otherwise – have explicit provisions incorporated according to which such Persons are bound by, agree to comply with these IBU Anti-Doping Rules, and agree on the BIU's authority to resolve the anti-doping cases.]

1.2.3 All *Athletes* who participate in an *International Competition* as defined in the IBU Constitution will be considered to be *International-Level Athletes* for purposes of these IBU Anti-Doping Rules, and therefore the specific provisions in these IBU Anti-Doping Rules that are applicable to *International-Level Athletes* (as regards *Testing*, ~~the~~Therapeutic Use Exemptions, whereabouts information, *Results Management*, and appeals) will apply to them.

[Comment to Article 1.2.3: As per the definition of 'International Competition' in the IBU Constitution, the Competitions covered by Article 1.2.3 include (a) the Biathlon programme of the Olympic Winter Games; and (b) the Biathlon World Championships, Youth/Junior World Championships, IBU World Cup Events, IBU Cup Events, continental championships, continental cups, regional cups, and all other Competitions (winter or summer) that are now or in the future organised by or on behalf of the IBU between Athletes or teams of Athletes representing different Countries'.]

1.2.4 Subject always to Article 5.6 and Article 7.7, each *Athlete* will continue to be bound by and required to comply with these IBU Anti-Doping Rules as an *Athlete* in full:

1.2.4.1 (in the case of *Athletes* who are *International-Level Athletes*) unless and until they give written notice of their retirement to the IBU and BIU; or

1.2.4.2 (in the case of *Athletes* who are not *International-Level Athletes*, excluding those covered by Article 1.2.1.5(iv)) unless and until they give written notice of their retirement to their National Federation and their NADO; or

1.2.4.3 (in the case of *Athletes* who fall under Article 1.2.1.5(iv)) until after their last participation in an *International Event*.

In each case, the *Athlete* will be deemed to have retired (and to be no longer subject to these IBU Anti-Doping Rules as an *Athlete*) with effect from the date given in the written notice of retirement or the date the notice is received (whichever is later).

1.2.5 Subject always to Article 7.7, each *Athlete Support Person* and other *Person* who is not an *Athlete* will continue to be bound by and required to comply with these IBU Anti-Doping Rules in full unless and until they no longer carry out the activity (or are no longer bound by the arrangement) that brought them within Article 1.2.1 in the first place. This includes *Athletes* who have retired as *Athletes* under Article 1.2.4 but who fall under Article 1.2.1 as *Athlete Support Personnel* or other *Persons* and therefore remain subject to these IBU Anti-Doping Rules as *Athlete Support Personnel* or other *Persons*.

1.3 Responsibilities of Athletes, Athlete Support Personnel, other Persons, and NF Members

1.3.1 Athletes ~~must~~shall:

1.3.1.1 be knowledgeable of and comply with these IBU Anti-Doping Rules and rules adopted pursuant to the World Anti-Doping Code at all times;

1.3.1.2 know what constitutes an anti-doping rule violation and the substances and methods that have been included on the WADA *Prohibited List*;

1.3.1.3 be available for *Sample* collection at all times;

[Comment to Article 1.3.1.3: With due regard to an Athlete's human rights and privacy, legitimate anti-doping considerations sometimes require Sample collection late at night or early in the morning. For example, it is known that some Athletes Use low doses of EPO during these hours so that it will be undetectable in the morning.]

1.3.1.4 take responsibility, in the context of anti-doping, for what they ingest and *Use*;

1.3.1.5 carry out research regarding any products or substances that they intend to *Use* (prior to such *Use*) to ensure that Using them will not constitute or result in an anti-doping rule violation. Such research ~~must~~shall, at a minimum, include a reasonable internet search of:

(a) the name of the product or substance;

(b) the ingredients/substances listed on the product or substance label; and

(c) other related information revealed through research of points (a) and (b);

1.3.1.6 inform medical *Personnel* of their obligation not to *Use Prohibited Substances and Prohibited Methods*, and make sure that any medical treatment they receive does not violate these IBU Anti-Doping Rules;

1.3.1.7 disclose to their *National Anti-Doping Organisation* and to the BIU any decision (whether by a *Signatory* or a non-*Signatory*) that they committed an anti-doping rule violation or violation of Article 10.14.1 within the previous ten years;

1.3.1.8 cooperate fully with the BIU and any other Anti-Doping Organisations investigating possible anti-doping rule violations or violations of Article 10.14.1. Failure by an *Athlete* to cooperate in full with the BIU and/or other Anti-Doping Organisations investigating anti-doping rule violations will constitute a violation of Article 8 of Chapter B of this Integrity Code; and

1.3.1.9 disclose the identity of their *Athlete Support Personnel* upon request by the BIU, an NF Member, and/or any other Anti-Doping Organisation with authority over the *Athlete*.

1.3.2 Athlete Support Personnel ~~must~~shall:

1.3.2.1 be knowledgeable of and comply with these IBU Anti-Doping Rules at all times and rules adopted pursuant to the Code and which are applicable to them or the Athletes whom they support;

1.3.2.2 *Athlete Support Personnel* shall make themselves available for *Education* in order to support the provision of accurate anti-doping information to the *Athletes* who they support, particularly in the case of *Protected Persons and Minors*.

1.3.2.3 cooperate with *Testing*;

1.3.2.4 use their influence on *Athlete* values and behaviour to foster anti-doping attitudes;

1.3.2.5 disclose to their *National Anti-Doping Organisation* and to the BIU any decision (whether by a *Signatory* or by a non-*Signatory*) finding that they committed an anti-doping rule violation or violation of Article 10.14.1 within the previous ten years;

1.3.2.6 cooperate fully with the BIU and any other Anti-Doping Organisations investigating possible anti-doping rule violations or violations of Article 10.14.1. Failure by any *Athlete Support Person* to cooperate in full with the BIU and/or other Anti-Doping Organisations investigating anti-doping rule violations will constitute a violation of Article 8 of Chapter B of this Integrity Code; and

1.3.2.7 not *Use* or possess any *Prohibited Substance* or *Prohibited Method* without valid justification. *Use or Possession* of a *Prohibited Substance* or *Prohibited Method* by an *Athlete Support Person* without valid justification will constitute a violation of Article 9 of Chapter B this Integrity Code.

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1.3.3 Other Persons ~~subject to bound by~~ these IBU Anti-Doping Rules ~~must shall~~:
1.3.3.1 be knowledgeable of and comply with these IBU Anti-Doping Rules ~~and rules adopted pursuant to the Code and which are applicable to them~~ at all times;
1.3.3.2 disclose to the BIU (and, if applicable, their *National Anti-Doping Organisation*) any decision (whether by a *Signatory* or by a non-*Signatory*) finding that they committed an anti-doping rule violation ~~or violation of Article 10.14.1~~ within the previous ten years; and
1.3.3.3 cooperate fully with the BIU and any other Anti-Doping Organisations investigating possible anti-doping rule violations ~~or violation of Article 10.14.1~~. Failure by any other Person to cooperate in full with the BIU and/or other Anti-Doping Organisations investigating anti-doping rule violations will constitute a violation of Article 8 of Chapter B of this Integrity Code.
1.3.4 Offensive conduct by an *Athlete*, *Athlete Support Person*, or other Person towards a *Doping Control* official or other Person involved in *Doping Control* that does not otherwise constitute *Tampering* is a violation of this Integrity Code and may be prosecuted as such under Article 9 of Chapter B of this Integrity Code.
1.3.5 In relation to NF Members:
1.3.5.1 NF Members and their members and affiliates ~~must shall~~ comply with these IBU Anti-Doping Rules, the World Anti-Doping Code, and the *International Standards*.
1.3.5.2 NF Members ~~and their members and affiliates~~ ~~must shall~~ include in their rules the provisions necessary to ensure that the BIU may enforce these IBU Anti-Doping Rules (including carrying out *Testing*) directly against *Athletes* coming under their anti-doping jurisdiction (including *National-Level Athletes*) and other Persons under their anti-doping jurisdiction.
1.3.5.3 NF Members ~~must shall~~ incorporate these IBU Anti-Doping Rules either directly or by reference into their rules so that they and/or their respective *National Anti-Doping Organisations* may enforce them against *Athletes* coming under their jurisdiction (including *National-Level Athletes*) and other Persons under their ~~anti-doping~~ jurisdiction.
1.3.5.4 By adopting these IBU Anti-Doping Rules, and incorporating them into their rules, NF Members ~~must shall~~ cooperate with and support the IBU/BIU in that function. They ~~must shall~~ also recognise, abide by, and implement the decisions made pursuant to these IBU Anti-Doping Rules, including the decisions imposing sanctions on Persons under ~~their-the NF Member's~~ jurisdiction.
1.3.5.5 ~~As a condition of membership, the policies, rules and programs of all NF Members and affiliates of the IBU shall be in compliance with the Code and the International Standards, and all NF members and affiliates of the IBU All NF Members must shall~~ take appropriate action to enforce compliance with these IBU Anti-Doping Rules, the World Anti-Doping Code, and the *International Standards* ~~by (among other things):~~
(a) ~~conducting Testing only under the documented authority respect the autonomy and independence of the BIU/IBU and using their National Anti-Doping Organisation in their country as well as the requirements of National Anti-Doping Organization Operational Independence; or other Sample collection authority to collect Samples in compliance with the International Standard for for Testing; and~~
(b) recognising the authority of the *National Anti-Doping Organisation* in their country in accordance with Article 5.2.1 of the World Anti-Doping Code and assisting as appropriate with the *National Anti-Doping Organisation's* implementation of the national *Testing* program for their sport;
(c) ~~analysing all Samples collected using a WADA-accredited or WADA-approved laboratory in accordance with Article 6.1; and~~
(d) ensuring that any anti-doping rule violation cases they discover are adjudicated by an Operationally Independent Hearing panel in accordance with Article 8.1 and the *International Standard for Results Management*.
1.3.5.7 NF Members shall use their best efforts to ensure that the *National Anti-Doping Organization* in their country possesses complete authority to implement their *Anti-Doping Activities* over all *Athletes* and other Persons under the jurisdiction of the NF Members.
1.3.5.8 NF Members shall ensure that any national level anti-doping rule violation cases discovered by them are immediately reported to the *National Anti-Doping Organization* in their country so that they may be addressed in accordance with the anti-doping rules of the *National Anti-Doping Organization* by an *Operationally Independent* hearing panel in accordance with Article 8.1 of the *World Anti-Doping Code* and the *International Standard for Results Management*.
1.3.5.6–9 NF Members ~~must shall~~ establish rules requiring all *Athletes* under their jurisdiction, including those preparing for and/or participating in a *Competition* or activity authorised or organised by the NF Member or by one of its members or affiliates, and all *Athlete Support Personnel* associated with such *Athletes*, to agree as a condition of participation or involvement to be bound by these IBU Anti-Doping Rules and to submit to the *Results Management* authority of the BIU (or other Anti-Doping Organisation responsible under the World Anti-Doping Code).
1.3.5.7–10 Subject to Article 5 of these IBU Anti-Doping Rules, as a general rule, the BIU will conduct *Testing* and carry out *Results Management* for *International-Level Athletes* and other Persons under its jurisdiction, ~~whereas the NF Members and National Anti-Doping Organisations will carry out Testing and conduct Results Management for National-Level Athletes and other Persons under their jurisdiction. Testing conducted by the NF Member when delegated by the BIU and/or National Anti-Doping Organization must shall be done in accordance with Article 1.3.5.5. Where Testing by an NF Member results in an Adverse Analytical Finding, or other evidence of an anti-doping rule violation is uncovered by an NF Member (whether as a result of such Testing or otherwise), unless the BIU decides to exercise Results Management authority itself or the National Anti-Doping Organisation exercises Results Management, the BIU will delegate Results Management in respect thereof to the NF Member.~~
1.3.5.8 Subject to applicable law, as a condition of such position or involvement, each NF Member ~~must shall~~ require all of its board members, directors, and officers, and all of its employees and Delegated Third Parties (and their employees) who are involved in any aspect of *Doping Control*, to agree to be bound by these IBU Anti-Doping Rules as Persons.
1.3.5.9 Subject to applicable law, NF Members ~~must shall~~ not knowingly employ a Person in any position involving *Doping Control* (other than authorised anti-doping Education or rehabilitation programs) who has been Provisionally Suspended or is serving a period of *Ineligibility* under these IBU Anti-Doping Rules (or the World Anti-Doping Code) or, if a Person was not subject to the World Anti-Doping Code, who has directly and intentionally engaged in conduct within the previous six years that would have constituted a violation of anti-doping rules if World Anti-Doping Code compliant rules had been applicable to such Person.

1.3.5.40–11 NF Members ~~must shall~~ report any information suggesting or relating to an anti-doping rule violation ~~or violation of Article 10.14.1~~ to the BIU and to their *National Anti-Doping Organisations*, and ~~must shall~~ cooperate with investigations conducted by the BIU and/or by any Anti-Doping Organisation with authority to conduct the investigation.
1.3.5.11–12 NF Members ~~must shall~~ have disciplinary rules in place to prevent *Athlete Support Personnel* who are using *Prohibited Substances* or *Prohibited Methods* without valid justification from providing support to *Athletes* under the authority of the IBU/BIU or the NF Member.
1.3.5.13 All NF Members shall adopt and implement Code of Conduct provisions allowing the imposition of disciplinary action against *Athlete Support Personnel* under its authority who violate their obligations under Article 1.3.2 where such violation would not otherwise constitute an anti-doping rule violation or violation of Article 10.14.1.
1.3.5.12–14 NF Members ~~must shall~~ conduct anti-doping Education in coordination with the BIU and ~~their-the applicable National Anti-Doping Organisations~~ and otherwise as required under these IBU Anti-Doping Rules.
1.3.5.15 All affiliates of the IBU shall conduct Testing only under the documented authority of the IBU and use their *National Anti-Doping Organization* or other Sample collection authority to collect Samples in compliance with the International Standard for Testing.
1.3.5.16 All affiliates of the IBU shall analyse all Samples collected using a WADA-accredited or WADA-approved laboratory in accordance with Article 6.1.
1.4 Effective Date:
1.4.1 These 2027⁴ IBU Anti-Doping Rules come into full force and effect on 1 January 2027² (the ADR Effective Date), replacing the IBU Anti-Doping Rules ~~effective 1 January 2021~~ that were in force prior to the ADR Effective Date.
1.4.2 These IBU Anti-Doping Rules do not apply retroactively to matters pending before the ADR Effective Date, save that:
1.4.2.1 Anti-doping rule violations taking place prior to the ADR Effective Date count as 'first violations' or 'second violations' for purposes of determining the Consequences under Article 10.9 for anti-doping rule violations taking place after the ADR Effective Date.
1.4.2.2 With respect to any anti-doping rule violation case that is pending as of the ADR Effective Date and any anti-doping rule violation case brought after the ADR Effective Date based on an anti-doping rule violation that occurred prior to the ADR Effective Date, the substantive aspects of the case will be governed by the anti-doping rules in effect at the time the alleged anti-doping rule violation occurred, and not by the substantive anti-doping rules set out in these IBU Anti-Doping Rules (unless the hearing panel determines that the principle of *lex mitior* appropriately applies under the circumstances of the case), while the procedural aspects of the case will be governed by these IBU Anti-Doping Rules. For this purpose, the retrospective periods in which prior violations can be considered for purposes of multiple violations under Article 10.9.4 and the statute of limitations set out in Article 16 are procedural rules, not substantive rules, and should be applied retroactively, along with all the other procedural rules in these IBU Anti-Doping Rules (provided however that Article 16 will only be applied retroactively if the statute of limitations period – whether the original one or as extended by subsequent rules – has not already expired by the ADR Effective Date).
1.4.2.3 Any Article 2.4 whereabouts failure (whether a filing failure or a missed test) that took place prior to the ADR Effective Date may be relied upon as one of the requisite elements of an Article 2.4 anti-doping rule violation under these IBU Anti-Doping Rules until 12 months after it took place.
1.4.2.4 With respect to cases where a final decision finding an anti-doping rule violation ~~or violation of Article 10.14.1~~ has been rendered prior to the ADR Effective Date, but the *Athlete* or other Person is still serving the period of *Ineligibility* as of the ADR Effective Date, the *Athlete* or other Person may apply to the BIU or other Anti-Doping Organisation that had *Results Management authority responsibility* for the anti-doping rule violation ~~or violation of Article 10.14.1~~ to consider a reduction in the period of *Ineligibility* in light of these IBU Anti-Doping Rules. Such application ~~must shall~~ be made before the period of *Ineligibility* has expired. The decision rendered may be appealed pursuant to Article 13.2. These IBU Anti-Doping Rules will have no application to any case where a final decision finding an anti-doping rule violation ~~or violation of Article 10.14.1~~ has been rendered and the period of *Ineligibility* has expired.
1.4.2.5 For purposes of assessing the period of *Ineligibility* for a second violation under Article 10.9.1, where the sanction for the first violation was determined based on rules in force prior to the ADR Effective Date, the period of *Ineligibility* that would have been assessed for that first violation, had these IBU Anti-Doping Rules been applicable at that time, will be applied.
[Comment to Article 1.4.2.5: Other than the situation described in Article 1.4.2.5, where a final decision finding an anti-doping rule violation has been rendered prior to the Effective Date and the period of *Ineligibility* imposed has been completely served, these IBU Anti-Doping Rules may not be Used to re-characterise the prior violation.]
1.4.3 These IBU Anti-Doping Rules may be amended from time to time by the IBU Executive Board on the recommendation of the BIU, subject to the ultimate authority of Congress. However, for the avoidance of doubt, amendments by WADA to the World Anti-Doping Code, the *Prohibited List*, and any *International Standard* will come into effect automatically in the manner set out in the World Anti-Doping Code, and such amendments will be binding upon all *Athletes* and other Persons without further formality.
1.4.4 Changes to the *Prohibited List* and/or to *Technical Documents* relating to substances or methods on the *Prohibited List* will not be applied retroactively unless they specifically so provide. However, where the effect of the change is to remove a *Prohibited Substance* or *Prohibited Method* from the *Prohibited List*, an *Athlete* or other Person who is serving a period of *Ineligibility* on account of that (former) *Prohibited Substance* or *Prohibited Method* may apply to the BIU or other Anti-Doping Organisation that had *Results Management responsibility authority* for the anti-doping rule violation to consider a reduction in the period of *Ineligibility* in light of its removal from the *Prohibited List*.
2. Anti-Doping Rule Violations
Each of the following constitutes a violation of these IBU Anti-Doping Rules:
2.1 The presence of a *Prohibited Substance* or its *Metabolites* or *Markers* in an *Athlete's Sample*.
2.1.1 It is each *Athlete's* Personal duty to ensure that no *Prohibited Substance* enters their body. *Athletes* are responsible for any *Prohibited Substance* or its *Metabolites* or *Markers* found to be present in their *Samples*. Accordingly, it is not necessary to demonstrate intent, Fault, negligence or knowing Use on the *Athlete's* part in order to establish an Article 2.1 anti-doping rule violation. [Comment to Article 2.1.1: An anti-doping rule violation is committed under this Article without regard to an *Athlete's Fault*. This rule has been referred to in various CAS decisions as 'Strict Liability'. An *Athlete's Fault* is taken into consideration in determining the Consequences of this anti-doping rule violation under Article 10. This principle has consistently been upheld by CAS. An anti-doping rule violation for Presence is established when a *Prohibited Substance* is detected in the Sample of an *Athlete* who was subject to rules

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adopted pursuant to the Code at the time of Sample collection, regardless of whether the Athlete was subject to the Code at the time the Prohibited Substance was Used]

2.1.2 Sufficient proof of an anti-doping rule violation under Article 2.1 is established by any of the following: (i) the presence of a Prohibited Substance or its Metabolites or Markers in the Athlete's A Sample where the Athlete waives analysis of the B Sample and the B Sample is not analysed; (ii) where the analysis of the Athlete's B Sample confirms the presence of the Prohibited Substance or its Metabolites or Markers found in the Athlete's A Sample; or (iii) where the Athlete's A or B Sample is split into two parts and the analysis of the confirmation part of the split Sample confirms the presence of the Prohibited Substance or its Metabolites or Markers found in the first part of the split Sample or the Athlete waives analysis of the confirmation part of the split Sample.

[Comment to Article 2.1.2: The BIU or other Anti-Doping Organisation with Results Management authority/responsibility may at its discretion choose to have the B Sample analysed even if the Athlete does not request the analysis of the B Sample.]

2.1.3 Excepting those substances for which a Decision Limit is specifically identified in the Prohibited List or a Technical Document, the presence of any reported quantity of a Prohibited Substance or its Metabolites or Markers in an Athlete's Sample will constitute an anti-doping rule violation.

2.1.4 As an exception to the general rule of Article 2.1, the Prohibited List, International Standards or Technical Documents may establish special criteria for reporting or the evaluation of certain Prohibited Substances.

2.2 Use or Attempted Use by an Athlete of a Prohibited Substance or a Prohibited Method.

[Comment to Article 2.2: It has always been the case that Use or Attempted Use of a Prohibited Substance or Prohibited Method may be established by any reliable means. As noted in the Comment to Article 3.2, unlike the proof required to establish an anti-doping rule violation under Article 2.1, Use or Attempted Use may also be established by other reliable means such as admissions by the Athlete, witness statements, documentary evidence, conclusions drawn from longitudinal profiling, including data collected as part of the Athlete Biological Passport, or other analytical information which does not otherwise satisfy all the requirements to establish "Presence" of a Prohibited Substance under Article 2.1.

For example, Use may be established based upon reliable analytical data from the analysis of an A Sample (without confirmation from an analysis of a B Sample) or from the analysis of a B Sample alone where the Anti-Doping Organization provides a satisfactory explanation for the lack of confirmation in the other Sample.]

2.2.1 It is the Athlete's Personal duty to ensure that no Prohibited Substance enters their body and that no Prohibited Method is Used. Accordingly, it is not necessary to demonstrate intent, Fault, negligence or knowing Use on the Athlete's part in order to establish an anti-doping rule violation for Use of a Prohibited Substance or a Prohibited Method.

2.2.2 ~~The success or failure of the Use of a Prohibited Substance or Prohibited Method is not material. It is sufficient that the Prohibited Substance or Prohibited Method was Used or Attempted to be Used for an anti-doping rule violation to be committed.~~

[Comment to Article 2.2.2: Demonstrating the Attempted Use of a Prohibited Substance or a Prohibited Method requires proof of intent on the Athlete's part.

[Comment to Article 2.2.2: The fact that intent may be required to prove Attempted Use does not undermine the Strict Liability principle established for violations of Article 2.1 and violations of Article 2.2 in respect of Use of a Prohibited Substance or Prohibited Method.

An Athlete's Use of a Prohibited Substance constitutes an anti-doping rule violation unless such Substance is not prohibited Out-of-Competition and the Athlete's Use takes place Out-of-Competition. (However, the presence of a Prohibited Substance or its Metabolites or Markers in a Sample collected In-Competition is a violation of Article 2.1 regardless of when that Substance might have been administered.)

To establish an anti-doping rule violation under this Article 2.2, the alleged Use or Attempted Use shall have occurred when the Athlete was bound by rules adopted pursuant to the Code. However, this does not preclude an Anti-Doping Organization or other sport organization from adopting and enforcing eligibility rules that allow the organization to deny or revoke the membership of a Person who engaged in conduct, before being bound by rules adopted pursuant to the Code, where such conduct would have constituted an anti-doping rule violation had it occurred while the Person was bound by rules adopted pursuant to the Code.]

~~2.2.3 The success or failure of the Use of a Prohibited Substance or Prohibited Method is not material. It is sufficient that the Prohibited Substance or Prohibited Method was Used or Attempted to be Used for an anti-doping rule violation to be committed.~~

~~[Comment to Article 2.2.3: An Athlete's Use of a Prohibited Substance constitutes an anti-doping rule violation unless such Prohibited Substance is not prohibited Out-of-Competition and the Athlete's Use takes place Out-of-Competition. However, the presence of a Prohibited Substance or its Metabolites or Markers in a Sample collected In-Competition will be a violation of Article 2.1, regardless of when that Prohibited Substance might have been Administered.]~~

[Comment to Article 2.2: It has always been the case that Use or Attempted Use of a Prohibited Substance or Prohibited Method may be established by any reliable means. As noted in the Comment to Article 3.2, unlike the proof required to establish an anti-doping rule violation under Article 2.1, Use or Attempted Use may also be established by other reliable means such as admissions by the Athlete, witness statements, documentary evidence, conclusions drawn from longitudinal profiling, including data collected as part of the Athlete Biological Passport, or other analytical information that does not otherwise satisfy all the requirements to establish the presence of a Prohibited Substance under Article 2.1. For example, Use may be established based upon reliable analytical data from the analysis of an A Sample (without confirmation from an analysis of a B Sample) or from the analysis of a B Sample alone where the Anti-Doping Organization provides a satisfactory explanation for the lack of confirmation in the other Sample.]

2.3 An Athlete evading, or refusing or failing to submit to, Sample collection.

Evading Sample collection; or refusing or failing to submit to Sample collection without compelling justification after notification by a duly authorised Person.

[Comment to Article 2.3: For example, it would be an anti-doping rule violation of 'evading Sample collection' if it were established that an Athlete was deliberately avoiding a Doping Control official to evade notification or Testing. A violation of 'failing to submit to Sample collection' may be based on either intentional or negligent conduct of the Athlete, while 'evading' or 'refusing' Sample collection contemplates intentional conduct by the Athlete.]

2.4 Whereabouts failures by an Athlete in a Registered Testing Pool.

Any combination of three missed tests and/or filing failures, as defined in the International Standard for Results Management, within a 12-month period by an Athlete in a Registered Testing Pool.

2.5 Tampering or Attempted Tampering with any part of Doping Control by an Athlete or other Person.

[Comment to Article 2.5: The mere failure by an Athlete, Athlete Support Person or other Person, to cooperate with Anti-Doping Organizations investigating anti-doping rule violations or violations of Article 10.14.1 does not constitute Tampering under Article 2.5. Such failure to cooperate may, however, be the basis for disciplinary action under a Signatory's rules where such rules include appropriate procedural safeguards.]

2.6 Possession of a Prohibited Substance or a Prohibited Method by an Athlete or Athlete Support Person.

2.6.1 Possession by an Athlete In-Competition of any Prohibited Method or any Prohibited Substance, or Possession by an Athlete Out-of-Competition of any Prohibited Method or any Prohibited Substance that is prohibited Out-of-Competition, unless the Athlete establishes that the Possession is consistent with a ~~TUE~~Therapeutic Use Exemption granted in accordance with Article 4.4~~3~~ or other acceptable justification.

[Comment to Articles 2.6.1 and 2.6.2: Acceptable justification would not include, for example, buying or Possessing a Prohibited Substance for purposes of giving it to a friend or relative, except under justifiable medical circumstances where that Person had a physician's prescription, e.g., buying Insulin for a diabetic child.]

Acceptable justification may include, for example, (a) an Athlete or a team doctor carrying Prohibited Substances or Prohibited Methods for dealing with acute and emergency situations (e.g., an epinephrine auto-injector), or (b) an Athlete Possessing a Prohibited Substance or Prohibited Method for therapeutic reasons shortly prior to applying for and receiving a determination on a Therapeutic Use Exemption.]

2.6.2 Possession by Athlete Support Person In-Competition of any Prohibited Substance or any Prohibited Method, or Possession by Athlete Support Person Out-of-Competition of any Prohibited Substance or any Prohibited Method that is prohibited Out-of-Competition, in connection with an Athlete, Competition or training, unless the Athlete Support Person establishes that the Possession is consistent with a ~~TUE~~Therapeutic Use Exemption granted to an Athlete in accordance with Article 4.4~~3~~ or other acceptable justification.

[Comment to Articles 2.6.1 and 2.6.2: Acceptable justification may include, for example, (a) an Athlete or a team doctor carrying Prohibited Substances or Prohibited Methods for dealing with acute and emergency situations (e.g., an epinephrine auto-injector), or (b) an Athlete Possessing a Prohibited Substance or Prohibited Method for therapeutic reasons shortly prior to applying for and receiving a determination on a ~~TUE~~Therapeutic Use Exemption. Acceptable justification would not include, for example, buying or Possessing a Prohibited Substance for purposes of giving it to a friend or relative, except under justifiable medical circumstances where that Person had a physician's prescription, e.g., buying insulin for a diabetic child.]

2.7 Trafficking or Attempted Trafficking in any Prohibited Substance or Prohibited Method by an Athlete or other Person.

2.8 Administration or Attempted Administration by an Athlete or other Person ~~either to (1) any Athlete In-Competition of any Prohibited Method or Prohibited Substance, or (2) any Athlete Out-of-Competition of any Prohibited Method or any Prohibited Substance that is prohibited Out-of-Competition.~~

2.9 Complicity or Attempted Complicity by an Athlete or other Person.

Assisting, encouraging, aiding, abetting, conspiring, covering up, or any other type of intentional complicity or Attempted complicity involving an anti-doping rule violation, an Attempted anti-doping rule violation, or violation of Article 10.14.1 by another Person.

[Comment to Article 2.9: Complicity or Attempted Complicity may include either physical or psychological assistance.]

2.10 Prohibited association by an Athlete or other Person.

2.10.1 Association by an Athlete or other Person subject to the authority of an Anti-Doping Organisation in a professional or sport-related capacity with any Athlete Support Person who:

2.10.1.1 if subject to the authority of an Anti-Doping Organisation, is serving a period of Ineligibility; or

2.10.1.2 if not subject to the authority of an Anti-Doping Organisation and where Ineligibility has not been addressed in a Results Management process pursuant to the World Anti-Doping Code, has been convicted or found in a criminal, disciplinary or professional proceeding to have engaged in conduct that would have constituted a violation of anti-doping rules if rules compliant with the World Anti-Doping Code had been applicable to such Person. The disqualifying status of such Person will be in force for the longer of (i) six years from the criminal, professional or disciplinary decision or (ii) the duration of the criminal, disciplinary or professional sanction imposed; or

2.10.1.3 is serving as a front or intermediary for an individual described in Articles 2.10.1.1 or 2.10.1.2.

2.10.2 To prove an Article 2.10 anti-doping violation, the BIU or other Anti-Doping Organisation ~~shall~~must establish that the Athlete or other Person knew of the Athlete Support Person's disqualifying status.

The burden will be on the Athlete or other Person to establish that any association with an Athlete Support Person described in Articles 2.10.1.1 and 2.10.1.2 is not in a professional or sport-related capacity and/or that such association could not have been reasonably avoided.

If the BIU (or other Anti-Doping Organisation) becomes aware of any Athlete Support Person who meets the criteria described in Article 2.10.1.1, 2.10.1.2, or 2.10.1.3, it ~~must~~shall submit that information to WADA.

[Comment to Article 2.10: has committed an Article 2.10 anti-doping rule violation.] [Comment to Article 2.10: Athletes and other Persons shall not work with coaches, trainers, physicians or other Athlete Support Personnel who are Ineligible on account of an anti-doping rule violation or who have been criminally convicted or professionally disciplined in relation to doping. This also prohibits association with any other Athlete who is acting as a coach or Athlete Support Person while serving a period of Ineligibility. Some examples of the types of association which are prohibited include: obtaining training, strategy, technique, nutrition or medical advice; obtaining therapy, treatment or prescriptions; providing any bodily products for analysis; or allowing the Athlete Support Person to serve as an agent or representative. Prohibited association need not involve any form of compensation.

While Article 2.10 does not require the Anti-Doping Organization to notify the Athlete or other Person about the Athlete Support Person's disqualifying status, such notice, if provided, would be important evidence to establish that the Athlete or other Person knew about the disqualifying status of the Athlete Support Person.]

2.11 Acts by an Athlete or other Person to discourage or retaliate against reporting to authorities.

Where such conduct does not otherwise constitute a violation of Article 2.5:

2.11.1 Any act that threatens or seeks to intimidate another Person with the intent of discouraging the Person from the good-faith reporting of information that relates to an alleged anti-doping rule violation, an alleged violation of Article 10.14.1 or alleged non-compliance with these IBU Anti-Doping Rules or the World Anti-Doping Code to WADA, the BIU, another Anti-Doping Organisation, a law enforcement, regulatory or professional disciplinary body, a hearing body, or a Person conducting an investigation for WADA or the BIU or another Anti-Doping Organisation.

14.1 Motions proposing amendments to the Constitution

14.2 Motions seeking approval of Reserved Rules (ECR)

14.3 Motions seeking amendment or annulment of other Rules

- **14.3.1** Motion from the Executive Board for incorporating the IBU Procedural Rules for the Arbitral Tribunal and renaming Disciplinary Tribunal into Arbitral Tribunal
- **14.3.2** Motion from the Executive Board for establishing an alternative procedure for minor violations
- **14.3.3** Motion from the Executive Board for adopting the 2027 World Anti-Doping Code (the Code)
- **14.3.4** Motion from the Executive Board for determining the consequences of a Vetting process that determine a person to be not eligible
- **14.3.5** Motion from the Executive Board for ensuring Para Biathlon representation during Congress
- **14.3.6** Motion from the Executive Board for defining the roles of the members of the Executive Board not defined by the Constitution
- **ANNEX** of the Agenda point 14.3. Chapter D IBU Anti-Doping rules

2.11.2 Retaliation against a Person who has provided evidence or information in good faith that relates to an alleged anti-doping rule violation, [an alleged violation of Article 10.14.1](#) or alleged non-compliance with these IBU Anti-Doping Rules or the World Anti-Doping Code to WADA, the BIU, another Anti-Doping Organisation, a law enforcement, regulatory or professional disciplinary body, a hearing body, or a Person conducting an investigation for WADA or the BIU or another Anti-Doping Organisation.

[For purposes of Article 2.11, retaliation, threatening, and intimidation include an act taken against such Person either because the act lacks a good faith basis or is a disproportionate response.](#)

[\[Comment to Article 2.11.2: This Article is intended to protect Persons who make good faith reports, and does not protect Persons who knowingly make false reports.\]](#)

[2.11.3 For purposes of Article 2.11, retaliation, threatening, and intimidation include an act taken against such Person either because the act lacks a good faith basis or is a disproportionate response.](#)

[\[Comment to Article 2.11.3: Retaliation would include, for example, actions that threaten the physical or mental well-being or economic interests of the reporting Persons, their families or associates. Retaliation would not include an Anti-Doping Organisation asserting in good faith an anti-doping rule violation against the reporting Person. For purposes of Article 2.11, a report is not made in good faith where the Person making the report knows the report to be false.\]](#)

3. Proof of doping

3.1 Burdens and standards of proof

The BIU will have the burden of establishing that an anti-doping rule violation [or a violation of Article 10.14.1](#) has occurred. The standard of proof will be whether the BIU has established an anti-doping rule violation [or a violation of Article 10.14.1](#) to the comfortable satisfaction of the hearing panel, bearing in mind the seriousness of the allegation that has been made. This standard of proof in all cases is greater than a mere balance of probability but less than proof beyond a reasonable doubt. Where these IBU Anti-Doping Rules place the burden of proof upon the Athlete or other Person alleged to have committed an anti-doping rule violation [or a violation of Article 10.14.1](#) to rebut a presumption or establish specified facts or circumstances, except as provided in Articles 3.2.4 ~~and~~, 3.2.5 ~~and~~ [10.2.1.3](#), the standard of proof will be by a balance of probability.

[\[Comment to Article 3.1: This standard of proof required to be met by the Anti-Doping Organisation is comparable to the standard which is applied in most countries to cases involving professional misconduct. \[Comment to Article 3.1: This standard of proof required to be met by the BIU is comparable to the standard that is applied in most countries\]. to the same standard as is set out at Article 3.1.\]](#)

3.2 Methods of establishing facts and presumptions:

The following rules of proof will be applicable in doping cases:

3.2.1 Facts related to anti-doping rule violations, [or violations of Article 10.14.1](#), may be established by any reliable means, including admissions.

[\[Comment to Article 3.2.1: For example, an Anti-Doping Organization may establish an anti-doping rule violation under Article 2.2 based on the Athlete's admissions, the credible testimony of third Persons, reliable documentary evidence, reliable analytical data from either an A or B Sample as provided in the Comments to Article 2.2, or conclusions drawn from the profile of a series of the Athlete's blood or urine samples, such as data from the Athlete Biological Passport. The results of lie-detector tests shall not be considered reliable analytical or scientific evidence. For example, the BIU may establish an anti-doping rule violation under Article 2.2 \(a Biological Passport\).\]](#)

3.2.2 Analytical methods or Decision Limits that have been approved by WADA after consultation within the relevant scientific community or that have been the subject of peer review are presumed to be scientifically valid. Any Athlete or other Person seeking to challenge whether the conditions for such presumption have been met or to rebut this presumption of scientific validity will, as a condition precedent to any such challenge, first notify WADA of the challenge and the basis of the challenge. The initial hearing body, appellate body or CAS may also (on its own initiative) inform WADA of any such challenge. Within ten days of WADA's receipt of such notice and the case file related to such challenge, WADA will also have the right to intervene as a party, appear as amicus curiae or otherwise provide evidence in such proceeding. In cases before CAS, at WADA's request, the CAS panel will appoint an appropriate scientific expert to assist the panel in its evaluation of the challenge.

[\[Comment to Article 3.2.2: For certain Prohibited Substances, WADA may instruct WADA-accredited laboratories not to report Samples as an Adverse Analytical Finding if the estimated concentration of the Prohibited Substance or its Metabolites or Markers is below a Minimum Reporting Level. WADA's decision in determining that Minimum Reporting Level or in determining which Prohibited Substances should be subject to Minimum Reporting Levels is not subject to challenge. Further, the laboratory's estimated concentration of such Prohibited Substance in a Sample may only be an estimate. In no event will the possibility that the exact concentration of the Prohibited Substance in the Sample may be below the Minimum Reporting Level constitute a defence to an anti-doping rule violation based on the presence of that Prohibited Substance in the Sample.\]](#)

3.2.3 Compliance with an International Standard (as opposed to an alternative standard, practice or procedure) will be sufficient to conclude that the procedures addressed by the International Standard were performed properly.

3.2.4 WADA-accredited laboratories and other laboratories approved by WADA are presumed to have conducted Sample analysis and custodial procedures in accordance with the International Standard for Laboratories. The Athlete or other Person may rebut this presumption by establishing that a departure from the International Standard for Laboratories occurred that could reasonably have caused the Adverse Analytical Finding. If the Athlete or other Person rebuts the preceding presumption by showing that a departure from the International Standard for Laboratories occurred that could reasonably have caused the Adverse Analytical Finding, then the BIU will have the burden of establishing that such departure did not cause the Adverse Analytical Finding.

[\[Comment to Article 3.2.4: The burden is on the Athlete or other Person to establish, by a balance of probability, a departure from the International Standard for Laboratories that could reasonably have caused the Adverse Analytical Finding. Thus, once the Athlete or other Person establishes the departure by a balance of probability, the Athlete or other Person's burden on causation is the somewhat lower standard of proof—"could reasonably have caused." If the Athlete or other Person satisfies these standards, the burden shifts to the Anti-Doping Organization to prove to the comfortable satisfaction of the hearing panel that the departure did not cause the Adverse Analytical Finding. If the burden is on the\]](#)

3.2.5 Departures from any other International Standard or other anti-doping rule or policy set forth in the World Anti-Doping Code or in these IBU Anti-Doping Rules will not invalidate analytical results or other evidence of an anti-doping rule violation and will not constitute a defence to an anti-doping rule violation; provided, however, if the Athlete or other Person establishes that a departure from one of the specific International Standard provisions listed below could reasonably have caused an anti-doping rule violation

based on an Adverse Analytical Finding or whereabouts failure, then the BIU will have the burden of establishing that such a departure did not cause the Adverse Analytical Finding or the whereabouts failure:

[\[Comment to Article 3.2.5: Departures from an International Standard or other rule unrelated to Sample collection or handling, Adverse Passport Finding, or Athlete notification relating to whereabouts failure or B Sample opening – e.g., the International Standard for Education, International Standard for Data Protection, International Standard for Intelligence and Investigations or International Standard for Therapeutic Use Exemptions – may result in compliance proceedings by WADA but are not a defense in an anti-doping rule violation proceeding and are not relevant on the issue of whether the Athlete committed an anti-doping rule violation. Similarly, a Signatory's violation of the document referenced in its anti-doping Education responsibilities under Article 20 shall not constitute a defense to an anti-doping rule violation.\]](#)

[For the avoidance of doubt, an Athlete's assertion of an alleged "fundamental" breach of any International Standard or other anti-doping rule or policy set forth in the Code or in an Anti-Doping Organization's rules cannot invalidate an Adverse Analytical Finding or anti-doping rule violation unless the Athlete can also establish that the breach could reasonably have caused the Adverse Analytical Finding or anti-doping rule violation\]](#)

3.2.5.1 a departure from the [and Investigations/International Standard for Testing](#) relating to Sample collection or Sample handling that could reasonably have caused an anti-doping rule violation based on an Adverse Analytical Finding, in which case the BIU will have the burden to establish that such departure did not cause the Adverse Analytical Finding;

3.2.5.2 a departure from the International Standard for Results Management or [and Investigations/International Standard for Testing](#) relating to an Adverse Passport Finding that could reasonably have caused an anti-doping rule violation, in which case the BIU will have the burden to establish that such departure did not cause the anti-doping rule violation;

3.2.5.3 a departure from the International Standard for Results Management relating to the requirement to provide notice to the Athlete of the B Sample opening that could reasonably have caused an anti-doping rule violation based on an Adverse Analytical Finding, in which case the BIU will have the burden to establish that such departure did not cause the Adverse Analytical Finding; or [\[Comment to Article 3.2.5.3: The BIU would meet its burden to establish that such departure did not cause the Adverse Analytical Finding by showing that, for example, the B Sample opening and analysis were observed by an independent witness and no irregularities were observed.\]](#)

3.2.5.4 a departure from the International Standard for Results Management relating to Athlete notification [or Attempts to locate the](#) Athlete that could reasonably have caused an anti-doping rule violation based on a whereabouts failure, in which case the BIU will have the burden to establish that such departure did not cause the whereabouts failure.

[\[Comment to Article 3.2.5: Departures from an International Standard or other rule unrelated to Sample collection or handling, Adverse Passport Finding, or Athlete notification relating to whereabouts failure or B Sample opening – e.g., the International Standard for Education, International Standard for the Protection International Standard of Privacy and International Standard for Therapeutic Use Exemptions – may result in compliance proceedings by WADA but are not a defence in an anti-doping rule violation proceeding and are not relevant on the issue of whether the Athlete committed an anti-doping rule violation. Similarly, a violation of the Athlete's Anti-Doping Rights Act by the BIU \(or other relevant body\) will not constitute a defence to an anti-doping rule violation. Athlete International Standard Code Anti-Doping Organization Adverse Analytical Finding Athlete caused Adverse Analytical Finding\]](#)

3.2.6 The facts established by a decision of a court or professional disciplinary tribunal of competent jurisdiction that is not the subject of a pending appeal will be irrefutable evidence against the Athlete or other Person to whom the decision pertained [\[and who had been charged with an anti-doping rule violation or violation of Article 10.14.1\]](#) of those facts, unless the Athlete or other Person establishes that the decision violated principles of natural justice.

[\[Comment to Article 3.2.6: For the avoidance of doubt, this provision shall not apply to decisions on Provisional Suspensions.\]](#)

3.2.7 The hearing panel in a hearing on an anti-doping rule violation, [or a violation of Article 10.14.1](#), may draw an inference adverse to the Athlete or other Person who is asserted to have committed an anti-doping rule violation, [or a violation of Article 10.14.1](#) based on the Athlete's or other Person's refusal, after a request made in a reasonable time in advance of the hearing, to appear at the hearing (either in Person or by telephone as directed by the hearing panel) and to answer questions either from the hearing panel or from the BIU or other Anti-Doping Organisation asserting the anti-doping rule violation, [or violation of Article 10.14.1](#).

[\[Comment to Article 3.2.7: an adverse inference may also be drawn where an Athlete or other Person refuses to respond to a demand or other questions put to them during an IBU INTEGRITY CODE – Chapter D: IBU Anti-Doping Rules investigation. The hearing panel may also draw such an adverse inference in cases GAses involving Athletes or other Persons who have violated the prohibition against participation during Ineligibility or Provisional Suspension \(Article 10.14.3\).\]](#)

4. The Prohibited List and Therapeutic Use Exemptions

4.1 Incorporation of the Prohibited List

4.1.1 These IBU Anti-Doping Rules incorporate the Prohibited List, which is published and revised by WADA [as an International Standard](#) as described in Article 4.1 of the World Anti-Doping Code.

4.1.2 Unless provided otherwise in the Prohibited List and/or a revision, the Prohibited List and revisions will come into effect under these IBU Anti-Doping Rules three months after publication of the Prohibited List or revision by WADA automatically, i.e., without requiring any further action by the IBU. All Athletes and other Persons will be bound by the Prohibited List and any revisions thereto from the date they come into effect, without further formality. It is the responsibility of all Athletes and other Persons to familiarise themselves with the most up-to-date version of the Prohibited List and all revisions thereto.

4.1.3 The BIU will take appropriate steps to distribute the Prohibited List to NF Members. Each NF Member ~~must~~ [shall](#) in turn take appropriate steps to distribute the Prohibited List to its members and constituents.

[\[Comment to Article 4.1: The current will be published every year whether or not changes have been made.\]](#)

4.2 Prohibited Substances and Prohibited Methods identified on the Prohibited List

4.2.1 Prohibited Substances and Prohibited Methods

4.2.1.1 The Prohibited List identifies those substances and methods that are prohibited as doping at all times (i.e., both In-Competition and Out-of-Competition) and those substances and methods that are prohibited only In-Competition. Prohibited Substances and Prohibited Methods may be included in the Prohibited List by general category (e.g., anabolic agents) or by specific reference to a particular substance or method.



14.1

Motions proposing amendments to the Constitution

14.2

Motions seeking approval of Reserved Rules (ECR)

14.3

Motions seeking amendment or annulment of other Rules

- 14.3.1 Motion from the Executive Board for incorporating the IBU Procedural Rules for the Arbitral Tribunal and renaming Disciplinary Tribunal into Arbitral Tribunal
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- 14.3.4 Motion from the Executive Board for determining the consequences of a Vetting process that determine a person to be not eligible
- 14.3.5 Motion from the Executive Board for ensuring Para Biathlon representation during Congress
- 14.3.6 Motion from the Executive Board for defining the roles of the members of the Executive Board not defined by the Constitution
- ANNEX of the Agenda point 14.3. Chapter D IBU Anti-Doping rules

4.2.1.2 As described in Article 4.2.1 of the World Anti-Doping Code, WADA may expand the *Prohibited List* for the sport of Biathlon.
4.2.1.3 WADA may also include additional substances or methods that have the potential for abuse in the sport of Biathlon, in the Monitoring Program described in Article 4.5 of the World Anti-Doping Code.

*[Comment to Article 4.2.1: Out-of-Competition Use of a Substance which is only prohibited In-Competition is not an anti-doping rule violation unless an Adverse Analytical Finding for the Substance or its Metabolites or Markers is reported for a Sample collected In-Competition.]**[Comment to Article 4.2.1:]*

4.2.2 Specified Substances or Specified Methods
For purposes of the application of Article 10, all *Prohibited Substances* will be deemed to be 'Specified Substances' except as identified on the *Prohibited List*. A *Prohibited Method* will not be considered to be a 'Specified Method' unless it is specifically identified as a *Specified Method* on the *Prohibited List*. *Specified Substances and Specified Methods identified in this Article should not in any way be considered less important or less dangerous than other doping Substances or Methods*. Rather, they are simply *Substances and Methods which are more likely to have been consumed or Used by an Athlete for a purpose other than the enhancement of sport performance*.

*[Comment to Article 4.2.2: Prohibited Substances which are more likely to have been consumed or Used by an Athlete for a purpose other than the enhancement of sport performance would include, for example, marijuana or prohibited stimulants found in cold medications.]**[Comment to Article 4.2.2: The for a purpose other than the enhancement of sport performance.]*

4.2.3 Substances of Abuse
For purposes of the application of Article 10, certain *Prohibited Substances* are specifically classified on the *Prohibited List* as 'Substances of Abuse' because they are *more* frequently abused in society outside of the context of sport.

4.3 WADA's determination of the *Prohibited List*
WADA's determination of the *Prohibited Substances and Prohibited Methods* that are (or will be) included on the *Prohibited List*, the classification of substances into categories on the *Prohibited List*, the classification of a substance as prohibited at all times or *In-Competition* only, and the classification of a substance or method as a *Specified Substance, Specified Method or Substance of Abuse*, is final and *shall* not be subject to any challenge by an *Athlete* or other *Person*, including (without limitation) any challenge based on an argument that the substance or method is not a masking agent or does not have the potential to enhance performance, represent a health risk, or violate the spirit of sport.

4.4 TUE Therapeutic Use Exemptions:
4.4.1 The presence of a *Prohibited Substance* or its *Metabolites or Markers* (Article 2.1), and/or *Use or Attempted Use of a Prohibited Substance* or a *Prohibited Method* (Article 2.2), *Possession of a Prohibited Substance* or a *Prohibited Method* (Article 2.6), or *Administration or Attempted Administration of a Prohibited Substance or Prohibited Method* (Article 2.8), will not be considered an anti-doping rule violation if it is consistent with the provisions of a TUE Therapeutic Use Exemption granted in accordance with the *International Standard for Therapeutic Use Exemptions*.

4.4.2 TUE Therapeutic Use Exemption applications
4.4.2.1 Athletes who are not *International-Level Athletes* *must shall* apply to their *National Anti-Doping Organisation* for a TUE Therapeutic Use Exemption. If the *National Anti-Doping Organisation* denies the application, the Athlete may appeal exclusively to the national-level appeal body described in Article 13.2, *unless provided otherwise in the International Standard for Therapeutic Use Exemptions*.

4.4.2.2 Athletes who are *International-Level Athletes* *must shall* apply to the BIU for a TUE Therapeutic Use Exemption.

4.4.3.1 Where the Athlete already has a *Therapeutic Use Exemption* granted by their *National Anti-Doping Organization* pursuant to Article 4.4 of the *World Anti-Doping Code* for the substance or method in question, and provided that such *Therapeutic Use Exemption* has been reported in accordance with Article 5.9 of the *International Standard for Therapeutic Use Exemptions*, the BIU shall automatically recognize it for purposes of *international-level Competition*, unless WADA has granted the BIU an exception in accordance with Article 7.2(b) of the *International Standard for Therapeutic Use Exemptions*.

For TUE decisions that are automatically recognized, the Athlete does not need to take any further action, and the TUE cannot then be subject to further review by the BIU.

Where the Athlete already has a TUE Therapeutic Use Exemption granted by their National Anti-Doping Organisation pursuant to Article 4.4 of the World Anti-Doping Code for the substance or method in question, and if that TUE Therapeutic Use Exemption meets the criteria set out in the International Standard for Therapeutic Use Exemptions, the BIU will recognise it for purposes of International Events. If the BIU considers that the TUE Therapeutic Use Exemption does not meet those criteria and so refuses to recognise it, the BIU shall will notify the Athlete and the Athlete's National Anti-Doping Organisation promptly with reasons. The Athlete or the National Anti-Doping Organisation will have 21 days from such notification to refer the matter to WADA for review in accordance with Article 4.4.8. If the matter is referred to WADA for review, the TUE Therapeutic Use Exemption granted by the National Anti-Doping Organisation is not valid for International Events but remains valid for national-level Competition and Out-of-Competition Testing pending WADA's decision. If the matter is not referred to WADA for review, within the 21-day deadline, the Athlete's National Anti-Doping Organisation must shall determine whether the original TUE Therapeutic Use Exemption granted by that National Anti-Doping Organisation should nevertheless remain valid for national-level Competition and Out-of-Competition Testing (provided that the Athlete ceases to be an International-Level Athlete and does not participate in international-level Competition). Pending the National Anti-Doping Organisation's decision, the TUE Therapeutic Use Exemption remains valid for national-level Competition and Out-of-Competition Testing (but is not valid for international-level Competition Testing).

[Comment to Article 4.4.3.1: Further to Articles 5.7 and 7.1 of the International Standard for Therapeutic Use Exemptions, the BIU will publish and keep updated a notice on its website and/or the IBU website (www.biathlonintegrity.com / www.biathlonworld.com) that sets out clearly (1) which Athletes under its authority are required to apply to it for a TUE Therapeutic Use Exemption, (2) which TUE Therapeutic Use Exemption decisions it will automatically recognise in lieu of such application (if any), and (3) which TUE Therapeutic Use Exemption decisions of other Anti-Doping Organisations will have to be submitted to it for recognition.]

4.4.3.2 Where WADA has granted the BIU an exception to the default position of automatic recognition in accordance with Article 7.2(b) of the *International Standard for Therapeutic Use Exemptions*, the BIU shall publish: (a) which *Therapeutic Use Exemption*

decisions it will automatically recognize; and (b) which Therapeutic Use Exemption decisions will have to be submitted to it by the Athlete for evaluation. The BIU's evaluation of an Athlete's Therapeutic Use Exemption for the purpose of recognition shall be in accordance with Article 7.0 of the International Standard for Therapeutic Use Exemptions.

If the BIU chooses to test an Athlete who is not an International-Level Athlete, the BIU will recognise a TUE Therapeutic Use Exemption granted to that Athlete by their National Anti-Doping Organisation.

[Comment to Article 4.4.3: If the BIU refuses to recognise a TUE Therapeutic Use Exemption granted by a National Anti-Doping Organisation only because medical records or other information are missing that are needed to demonstrate satisfaction with the criteria in the International Standard for Therapeutic Use Exemptions, the matter should not be referred to WADA. Instead, the file should be completed and re-submitted to the BIU. The BIU may agree with a National Anti-Doping Organisation that the National Anti-Doping Organisation will consider TUE Therapeutic Use Exemption applications on behalf of the BIU.]

4.4.3.3 If the BIU chooses to test an Athlete who is not an *International-Level Athlete*, the BIU shall recognize a *Therapeutic Use Exemption* granted to that Athlete by their *National Anti-Doping Organization* unless the Athlete is required to apply for recognition of the *Therapeutic Use Exemption* pursuant to Articles 6.16 and 7.0 of the *International Standard for Therapeutic Use Exemptions*.

4.4.4 TUE Therapeutic Use Exemption application process

4.4.4.1 If the Athlete does not already have a TUE Therapeutic Use Exemption granted by their *National Anti-Doping Organisation* for the substance or method in question, *or requires their Therapeutic Use Exemption to be recognized by the BIU in accordance with Article 4.4.3.2*, the Athlete *shall must* apply directly to the BIU for a TUE Therapeutic Use Exemption in accordance with the process set out in the *International Standard for Therapeutic Use Exemptions* using the form posted on the BIU website and/or the IBU's website (www.biathlonintegrity.com / www.biathlonworld.com).

4.4.4.2 An application to the BIU for grant or recognition of a TUE Therapeutic Use Exemption *must shall* be made as soon as possible (save where Articles 4.3 or 4.3 of the *International Standard for Therapeutic Use Exemptions* applies) and in any *Event* at least 30 days before the Athlete's next *Competition*.

4.4.4.3 The BIU will appoint a panel to consider applications for the grant or recognition of TUE Therapeutic Use Exemptions (the TUE Therapeutic Use Exemption Committee).

4.4.4.4 The TUE Therapeutic Use Exemption Committee will *promptly* evaluate and decide upon the *Therapeutic Use Exemption* application in accordance with the relevant provisions of the *International Standard for Therapeutic Use Exemptions* and any specific BIU protocols posted on the BIU and/or IBU website, and *usually (i.e., unless exceptional circumstances apply) within as soon as possible, and usually within* no more than 21 days of receipt of a complete application. Where the *Therapeutic Use Exemption* application is made in a reasonable time prior to a *Competition*, the TUE Therapeutic Use Exemption Committee will use its best endeavours to issue its decision before the start of the *Competition*.

4.4.4.5 The decision of the TUE Therapeutic Use Exemption Committee will be the final decision of the BIU and may be appealed in accordance with Article 4.4.7. The TUE Therapeutic Use Exemption Committee decision will be notified in writing to the Athlete, and to WADA and other relevant Anti-Doping Organisations, including the Athlete's *National Anti-Doping Organisation* in accordance with the *International Standard for Therapeutic Use Exemptions*, *the BIU will also ensure that all decisions are also promptly be reported entered into ADAMS and, in any event, no later than twenty-one (21) days from the date of receipt of the decision*.

4.4.4.6 If the BIU *(or the National Anti-Doping Organisation, where it has agreed to consider the application on behalf of the BIU)* denies the Athlete's application, it *shall must* notify the Athlete promptly, with reasons. If the BIU grants the Athlete's application, it *shall must* notify not only the Athlete but also their *National Anti-Doping Organisation*. If the *National Anti-Doping Organisation* considers that the TUE Therapeutic Use Exemption granted by the BIU does not meet the criteria set out in the *International Standard for Therapeutic Use Exemptions*, it has 21 days from such notification to refer the matter to WADA for review in accordance with Article 4.4.7.1.

4.4.4.7 If the *National Anti-Doping Organisation* refers the matter to WADA for review, the TUE Therapeutic Use Exemption granted by the BIU remains valid for international-level *Competition* and *Out-of-Competition Testing* but is not valid for national-level *Competition Testing* pending WADA's decision. If the *National Anti-Doping Organisation* does not refer the matter to WADA for review, the TUE Therapeutic Use Exemption granted by the BIU becomes valid for national-level *Competition Testing* as well when the 21-day review deadline expires.

[Comment to Article 4.4.4: Submitting to the TUE Therapeutic Use Exemption Committee or BIU falsified documents or false or misleadingly incomplete information in support of a TUE Therapeutic Use Exemption application (including but not limited to the failure to advise of the unsuccessful outcome of a prior application to another Anti-Doping Organisation for such a TUE Therapeutic Use Exemption), offering or accepting a bribe to/from a Person to perform or fail to perform an act, procuring false testimony from any witness, or committing any other fraudulent act or any other similar intentional interference or Attempted interference with any aspect of the TUE Therapeutic Use Exemption process will result in a charge of Tampering or Attempted Tampering under Article 2.5.

An Athlete should not assume that their application for grant or recognition of a TUE Therapeutic Use Exemption (or for renewal of a TUE Therapeutic Use Exemption) will be granted. Any Use or Possession or Administration of a *Prohibited Substance* or *Prohibited Method* before an application has been granted is entirely at the Athlete's own risk.]

4.4.5 Retroactive TUE Therapeutic Use Exemption applications

4.4.5.1 Subject to Article 4.4.5.2, an Athlete may apply for a retroactive TUE Therapeutic Use Exemption on the grounds set out in Articles 4.1 and 4.3 of the *International Standard for Therapeutic Use Exemptions*.

4.4.5.2 If the BIU chooses to test an *is Using for therapeutic reasons* Retroactive Therapeutic Use Exemptions *may be granted under the conditions described in the International Standard for Therapeutic Use Exemptions*.

[Comment to Article 4.4.5.2: If an Athlete is not granted a retroactive Therapeutic Use Exemption in the context of proceedings for an anti-doping rule violation, Article 10.2.4 should also be considered in relation to any period of ineligibility to be imposed.]

4.4.6 Expiration, *cancellation*, withdrawal or reversal of a TUE Therapeutic Use Exemption

4.4.6.1 A TUE Therapeutic Use Exemption granted pursuant to these IBU Anti-Doping Rules *and the International Standard for Therapeutic Use Exemptions*:

- (a) will expire automatically at the end of any period for which it was granted, without the need for any further notice or other formality;
- (b) will be *canceled withdrawn by the Therapeutic Use Exemption Committee* if the Athlete does not promptly comply with any requirements or conditions imposed by the TUE Therapeutic Use Exemption Committee upon grant of the TUE Therapeutic Use Exemption *and/or due to a change in circumstances the Therapeutic Use Exemption criteria are no longer met; or*

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~~(e) may be withdrawn by the TUE Therapeutic Use Exemption Committee if it is subsequently determined that the criteria for grant of a TUE Therapeutic Use Exemption are not in fact met; or~~
~~(cd)~~

may be reversed on review by WADA or on appeal.

4.4.6.2 The Athlete will not be subject to any Consequences based on their Use or Possession or Administration of the Prohibited Substance or Prohibited Method in question in accordance with the TUE Therapeutic Use Exemption prior to the effective date of expiry, ~~cancellation~~, withdrawal or reversal of the TUE Therapeutic Use Exemption. The review pursuant to Article 5.1.1.1 of the International Standard for Results Management of an Adverse Analytical Finding, reported shortly after the TUE Therapeutic Use Exemption expiry, ~~cancellation~~, withdrawal or reversal, will include consideration of whether such finding is consistent with Use of the Prohibited Substance or Prohibited Method prior to that date, in which ~~event~~ no anti-doping rule violation will be asserted.

4.4.7 Reviews and appeals of TUE Therapeutic Use Exemption decisions

4.4.7.1 WADA ~~shall~~**must** review any decision by the BIU not to recognise a TUE Therapeutic Use Exemption granted by the National Anti-Doping Organisation that is referred to WADA by the Athlete or the Athlete's National Anti-Doping Organisation. In addition, WADA ~~must~~**shall** review any decision by the BIU to grant a TUE Therapeutic Use Exemption that is referred to WADA by the Athlete's National Anti-Doping Organisation. WADA may review any other TUE Therapeutic Use Exemption decisions at any time, whether upon request by those affected or on its own initiative. If the TUE Therapeutic Use Exemption decision being reviewed meets the criteria set out in the International Standard for Therapeutic Use Exemptions, WADA will not interfere with it. If the TUE Therapeutic Use Exemption decision does not meet those criteria, WADA will reverse it.

[Comment to Article 4.4.7.1: WADA may charge a fee to cover the costs of: (a) any review it is required to conduct in accordance with Article 4.4.7; and (b) any review it chooses to conduct, where the decision being reviewed is reversed.]

4.4.7.2 ~~Unless provided otherwise in the International Standard for Therapeutic Use Exemption, a~~ TUE Therapeutic Use Exemption decision by the BIU ~~(or by a National Anti-Doping Organisation where it has agreed to consider the application on behalf of the IBU/BIU)~~ that is not reviewed by WADA, or that is reviewed by WADA but is not reversed upon review, may be appealed by the Athlete and/or the Athlete's National Anti-Doping Organisation, exclusively to CAS.

[Comment to Article 4.4.7.2: In such cases, the decision being appealed is the decision of the TUE Therapeutic Use Exemption Committee, not WADA's decision not to review the TUE Therapeutic Use Exemption Committee decision or (having reviewed it) not to reverse the TUE Therapeutic Use Exemption Committee decision. However, the deadline to appeal the TUE Therapeutic Use Exemption Committee decision does not begin to run until the date that WADA communicates its decision. In any ~~event~~, whether the decision has been reviewed by WADA or not, WADA ~~must~~**shall** be given notice of the appeal so that it may participate if it sees fit.]

4.4.7.3 A decision by WADA to reverse a TUE Therapeutic Use Exemption decision may be appealed by the Athlete, the National Anti-Doping Organisation and/or the BIU on behalf of the IBU exclusively to CAS.

4.4.7.4 A failure to render a decision within a reasonable time on a properly submitted application for grant or recognition of a TUE Therapeutic Use Exemption or for review of a TUE Therapeutic Use Exemption decision will be considered a denial of the application thus triggering the applicable rights of review/appeal.

4.4.7.5 Until such time as a TUE Therapeutic Use Exemption decision pursuant to these IBU Anti-Doping Rules has been reversed upon review by WADA or upon appeal, that TUE Therapeutic Use Exemption decision will remain in full force and effect.

5. Testing and Investigations

5.1 Purpose of Testing and Investigations

5.1.1 ~~and investigations~~ Testing may be undertaken under these IBU Anti-Doping Rules for any anti-doping purpose. ~~They~~**it** will be conducted in conformity with the provisions of the International Standard ~~for~~ Testing and any specific protocols of the BIU supplementing that International Standard.

5.1.2 Testing will be undertaken to obtain analytical evidence as to whether the Athlete has violated Article 2.1 (Presence of a Prohibited Substance or its Metabolites or Markers in an Athlete's Sample) or Article 2.2 (Use or Attempted Use by an Athlete of a Prohibited Substance or a Prohibited Method), ~~and for the purposes described in Article 6.2 of the World Anti-Doping Code.~~

5.2 Authority to test

5.2.1 Subject to the limitations for Event Testing set out in Article 5.3, the BIU on behalf of the IBU will have In-Competition and Out-of-Competition Testing authority over all of the Athletes specified in Article 1.2 of these IBU Anti-Doping Rules.

5.2.2 The BIU may require any Athlete over whom it has Testing authority ~~who has not retired~~ (including any Athlete serving a period of Ineligibility) to provide a Sample at any time and at any place.

[Comment to Article 5.2.2: The BIU may obtain additional authority to conduct Testing by means of bilateral or multilateral agreements with Code Signatories. Unless the Athlete has identified a 60-minute Testing window between the hours of 11:00 p.m. and 6:00 a.m., or has otherwise consented to Testing during that period, the BIU should have serious and specific suspicion that the Athlete may be engaged in doping before Testing an Athlete during that period. A challenge to whether the BIU had sufficient suspicion for Testing during this time period shall not be a defence to an anti-doping rule violation based on such test or Attempted test.]

5.2.3 WADA will have In-Competition and Out-of-Competition Testing authority as set out in Article 20.8.117-19 of the World Anti-Doping Code.

5.2.4 If the BIU delegates or contracts any part of Testing to a National Anti-Doping Organisation ~~directly or through an NF Member~~, that National Anti-Doping Organisation may collect additional Samples or direct the laboratory to perform additional types of analysis at the National Anti-Doping Organisation's expense. If additional Samples are collected or additional types of analyses are performed, the BIU ~~must~~**shall** be notified.

5.2.5 ~~Except where expressly allowed by the Code or an International Standard, the BIU shall not take any action that unduly impedes or interferes with the ability of any other Anti-Doping Organization to conduct Testing, whether performed directly or through delegation, that is authorized by this Article 5 of the World Anti-Doping Code or any other Code Article or the International Standard for Testing.~~

5.3 Event Testing

5.3.1 Except as otherwise provided below, only a single organisation will have authority to conduct Testing at Event Venues during an Event Period. At International Events, the BIU (or other international organisation that is the ruling body for the Event, if not the IBU) will have authority to conduct Testing. At National Events, the National Anti-Doping Organisation of the country in which the Event is staged will have authority to conduct Testing. At the request of the BIU on behalf of the IBU (or other international organisation that

is the ruling body for an Event), any Testing during the Event Period outside of the Event Venues ~~must~~**shall** be coordinated with the BIU on behalf of the IBU (or the ~~relevant~~ ruling body of the Event).

[Comment to Article 5.3.1: Some ruling bodies for International Events may be doing their own Testing outside of the Event Venues during the Event Period and thus want to coordinate that Testing with National Anti-Doping Organization Testing.]

5.3.2 If an Anti-Doping Organisation that would otherwise have Testing authority but is not responsible for initiating and directing Testing at an Event desires to conduct Testing of Athletes at the Event Venue(s) during the Event Period, the Anti-Doping Organisation ~~must~~**shall** first confer with the BIU on behalf of the IBU (or other international organisation that is the ruling body of the Event) to obtain permission to conduct and coordinate such Testing. If the Anti-Doping Organisation is not satisfied with the response from the BIU (or other international organisation that is the ruling body of the Event), in accordance with the procedures described in the International Standard ~~for~~ Testing the Anti-Doping Organisation may ask WADA for permission to conduct Testing and to determine how to coordinate such Testing. WADA will not grant approval for such Testing before consulting with and informing the BIU on behalf of the IBU (or other international organisation that is the ruling body for the Event). WADA's decision will be final and not subject to appeal. Unless otherwise provided in the authorisation to conduct Testing, such tests will be considered Out-of-Competition tests. Results Management for any such test ~~will be the responsibility~~**shall be under the authority** of the Anti-Doping Organisation initiating the test unless provided otherwise in the rules of the ruling body of the Event.

[Comment to Article 5.3.2: Before giving approval to a National Anti-Doping Organization to initiate and conduct Testing at an International Event, WADA shall consult with the international organization which is the ruling body for the Event. Before giving approval to an International Federation to initiate and conduct Testing at a National Event, WADA shall consult with the National Anti-Doping Organization of the country where the Event takes place. The Anti-Doping Organization "initiating and directing Testing" may, if it chooses, enter into agreements with a Delegated Third Party to which it delegates responsibility for Sample collection or other aspects of the Doping Control process.]

5.4 Testing requirements

5.4.1 The BIU will conduct test distribution planning and Testing as required by the International Standard ~~for~~ Testing ~~and~~ use ADAMS to coordinate Testing

5.4.2 ~~Where reasonably feasible~~, in order to maximise the effectiveness of the combined Testing effort and to avoid unnecessary repetitive Testing.

5.5 Athlete whereabouts requirements

5.5.1 IBU Registered Testing Pool

~~A minimum of 30 male and 30 female Athletes designated by the BIU will comprise the IBU Registered Testing Pool (IBU RTP). Athletes in the IBU RTP are required to comply with the whereabouts requirements specified in the International Standard for Testing, including:~~

5.5.1.1 advising the BIU of their whereabouts on a quarterly basis by 15 December, March, June, and September, respectively ~~or in exceptional cases where an Athlete is included into the IBU RTP during the quarter by the deadline set by the IBU up to a maximum of 15 days;~~

5.5.1.2 updating that information as necessary, so that it remains accurate and complete at all times; and

5.5.1.3 making themselves available for Testing at such whereabouts.

5.5.2 For purposes of Article 2.4, failure by an Athlete in the IBU RTP to comply with the requirements of the International Standard ~~for~~ Testing will be deemed a filing failure or a missed test where the conditions set out in Annex B of the International Standard for Results Management for declaring a filing failure or missed test are met.

5.5.3 Without prejudice to Article 5.5.2 and pursuing the matter as a potential anti-doping rule violation under Article 2.4, to ensure that Athletes take their whereabouts responsibilities seriously, and to limit the burden that non-compliant Athletes place on the BIU's limited anti-doping resources, an Athlete and their National Federation will be jointly and severally liable to pay the BIU €500.00 for each Whereabouts Failure recorded by the BIU against that Athlete as a contribution towards the costs incurred by the BIU in processing that Whereabouts Failure. As the only exception to this rule, no contribution payment will be made for a Filing Failure or Missed Test if it is the first time the BIU has recorded a Whereabouts Failure against the Athlete.

5.5.4 The BIU will make available through ADAMS a list that identifies by name those Athletes included in the IBU RTP. The BIU will review and update as necessary its criteria for including Athletes in the IBU RTP, and will revise the membership of the IBU RTP from time to time as appropriate in accordance with the set criteria. In particular, Athletes may be added to the IBU RTP in the following circumstances:

5.5.4.1 by virtue of their placing in the top 20 of any IBU World Cup ranking Competition;

5.5.4.2 when they have a significant change in performance or haematological and/or steroidal profile;

5.5.4.3 when they are serving a period of Ineligibility;

5.5.4.4 if they are transferring into Biathlon from other sports; and/or

5.5.4.5 for any other valid reason.

5.5.5 Athletes will be notified before they are included in the IBU RTP and when they are removed from that pool. The notification will contain the information set out in the International Standard ~~for~~ Testing.

5.5.6 An Athlete in the IBU RTP will continue to be subject to the obligation to comply with the whereabouts requirements set out in the International Standard ~~for~~ Testing unless and until (a) the Athlete gives written notice to the IBU/BIU of their retirement, ~~in which case the BIU shall confirm in writing the Athlete's retirement and removal from the IBU RTP;~~ or (b) the BIU has informed the Athlete that they are no longer ~~included~~ in the IBU RTP.

5.5.7 The BIU will coordinate with National Anti-Doping Organisations to identify the Athletes in the IBU RTP and to collect their whereabouts information. Where an Athlete is included in the IBU RTP and in a national Registered Testing Pool by their National Anti-Doping Organisation, the National Anti-Doping Organisation and the BIU will agree which of them ~~will accept that Athlete's whereabouts filings~~**shall be the whereabouts custodian**. In no case will an Athlete be required to make whereabouts filings to more than one of them.

5.5.8 Whereabouts information relating to an Athlete will be shared (through ADAMS) with WADA and other Anti-Doping Organisations having authority to test that Athlete, will be maintained in strict confidence at all times, will be Used exclusively for the purposes set out in Article 5.5 of the World Anti-Doping Code, and will be destroyed in accordance with the International Standard ~~for~~ Data Protection once it is no longer relevant for these purposes.



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5.5.9 *To facilitate effective Out-of-Competition Testing, the BIU may require NF Members to provide information reasonably necessary to locate national teams and Athletes for Testing, including team rosters, training-camp dates and locations, regular team training schedules and Competition schedules. The collection of such information does not establish an individual Testing Pool or Team Sport Testing Pool and does not impose individual whereabouts filing requirements on Athletes who are not included in the IBU RTP.* The BIU may, in accordance with the International Standard for Testing, collect whereabouts information from Athletes who are not included in the IBU RTP. If it chooses to do so, an Athlete's failure to provide complete and accurate whereabouts information on or before the date required by the BIU may result in the BIU elevating the Athlete to the IBU RTP.

5.6 Retired Athletes returning to Competition

5.6.1 *An International-Level Athlete or National-Level Athlete* in the IBU RTP who have given notice of retirement to the IBU/BIU may not resume competing in International Events or National Events until they have given the IBU/BIU and their National Anti-Doping Organisation written notice of their intent to resume competing and have ~~made themselves agreed to be bound by applicable anti-doping rules and have~~ made themselves available for Testing for a period of six months before returning to Competition, including (if requested) complying with the whereabouts requirements of Annex 1 to the International Standard for Testing. WADA, in consultation with the BIU and the Athlete's National Anti-Doping Organisation, may grant an exemption to the six-month written notice rule where the strict application of that rule would be unfair to an Athlete. *The exemption may be subject to one or more conditions that WADA and the relevant Anti-Doping Organizations may impose at their discretion including, without limitation, a minimum number of tests before participation in International Events or National Events or a restriction of the participation (during the exemption period) to specific International Events or National Events.* WADA's decision ~~to grant or~~ not to grant such exemption may be appealed under Article 13.2. Any competitive results obtained in violation of this Article 5.6.1 will be Disqualified, unless the Athlete can establish that they could not have reasonably known that they participated in an International Event or a National Event. *[Comment to Article 5.6.1: Where the Athlete wishes to return to active participation in a sport different than the sport from which the Athlete retired, the relevant International Federation shall be the International Federation for the sport to which the Athlete wishes to return.]*

5.6.2 If an Athlete retires from sport while subject to a period of Ineligibility, the Athlete ~~shall~~*must* notify the IBU/BIU (and, if the period of Ineligibility was not imposed under the IBU Anti-Doping Rules, the Anti-Doping Organisation that imposed the period of Ineligibility) in writing of such retirement. The Athlete may not resume competing in International Events or National Events until the Athlete has ~~agreed to be bound by applicable anti-doping rules and has made themselves available for Testing by giving~~ *given* ~~six months~~ prior written notice ~~(or notice equivalent to the period of remaining as of + retired, if that period was longer than six months)~~ to the IBU/BIU and to the Athlete's National Anti-Doping Organisation *for a period of time equal to the greater of (i) the period of Ineligibility not yet served as of the date of retirement or (ii) six (6) months, of their intent to resume competing and has made themselves agreed to be bound by applicable anti-doping rules and has made themselves available for Testing for that notice period, including (if requested) complying with the whereabouts requirements of Annex 1 to the International Standard for Testing.*

[Comment to Article 5.6.2: Nothing in the Code precludes an Anti-Doping Organization or other sport organization from adopting and enforcing eligibility rules that allow the organization to deny or revoke the membership of an Athlete who engaged in conduct, during a period of retirement when the Athlete was not subject to the Code, where such conduct would have constituted an anti-doping rule violation had it occurred while the Person was bound by rules adopted pursuant to the Code.]

5.6.3 An Athlete who is not in the IBU RTP who has given notice of retirement to the IBU/BIU may not resume competing unless they notify the IBU/BIU and their National Anti-Doping Organisation at least six months before they wish to return to Competition and make themselves available for unannounced Out-of-Competition Testing, including (if requested) complying with the whereabouts requirements of Annex 1 to the International Standard for Testing, during the period before actual return to Competition.

5.7 Independent Observer Program

The IBU and the organising committees for International Events, as well as the NF Members and the organising committees for National Events, will authorise and facilitate the Independent Observer Program at such Events where so requested by WADA.

5.8 Investigations and intelligence gathering

The BIU will conduct investigations and gather intelligence *for any anti-doping purpose including, but not limited to, the purposes described in the World Anti-Doping Code and as required by the International Standard for Intelligence and Investigations.*

6. Analysis of Samples

Samples will be analysed in accordance with the following principles:

6.1 Use of accredited/approved laboratories and other laboratories

6.1.1 For purposes of directly establishing an Adverse Analytical Finding under Article 2.1, Samples will be analysed only in WADA-accredited laboratories or laboratories otherwise approved by WADA. The choice of the WADA-accredited laboratory or WADA-approved laboratory used for the Sample analysis will be determined exclusively by the BIU.

[Comment to Article 6.1: For cost and geographic access reasons, WADA may approve laboratories which are not WADA-accredited to perform particular analyses, for example, analysis of blood which should be delivered from the collection site to the laboratory within a set deadline. Before approving any such laboratory, WADA will ensure it meets the high analytical and custodial standards required by WADA. Violations of Article 2.1 may be established only by Sample analysis performed by a WADA-accredited laboratory or another laboratory approved by WADA. Violations of other Articles may be established using analytical results from other laboratories so long as the results are reliable.]

6.1.2 As provided in Article 3.2, facts related to anti-doping rule violations, *or violations of Article 10.14.1,* may be established by any reliable means. This would include, for example, reliable laboratory or other forensic Testing conducted outside of WADA-accredited or approved laboratories.

6.1.3 Any Adverse Analytical Finding, Atypical Finding, or Adverse Passport Finding reported by the laboratory in respect of a Sample collected under these IBU Anti-Doping Rules will be dealt with in accordance with the International Standard for Laboratories, International Standard for Results Management, and Article 7.

[Comment to Article 6.1: Violations of Article 2.1 may be established only by Sample analysis performed by a laboratory accredited or otherwise approved by WADA. Violations of other Articles may be established using analytical results from other laboratories so long as the results are reliable.]

6.2 ~~A~~Purpose of analysis of Samples and ~~data~~assessment of Analytical Data for Anti-Doping Purposes

Samples and related analytical data or Doping Control information will be analysed to detect Prohibited Substances and Prohibited Methods identified on the Prohibited List and other substances as may be directed by WADA pursuant to the Monitoring Program described in Article 4.5 of the World Anti-Doping Code, or to assist the BIU in profiling relevant parameters in an Athlete's urine, blood or other matrix, including for DNA or genomic profiling or for any other *legitimate* anti-doping purposes.

In principle, all Samples collected shall be promptly analyzed. However, the International Standard for Laboratories or the International Standard for Testing may identify specific conditions under which Samples may be collected and stored for possible future analysis. [Comment to Article 6.2: Other anti-doping purposes would also include, and Athlete consent would not be required for, the following, without limitation, a) using Testing information to support an anti-doping rule violation proceeding under Article 2.2; b) Testing for non-Prohibited Substances or Methods that are included in the WADA Monitoring Program (see Code Article 4.5); c) Testing for non-Prohibited Substances for results interpretation purposes (e.g., confounding factors of the "steroid profile", non-Prohibited Substances that share Metabolite(s) or degradation products with Prohibited Substances); d) Testing for non-Prohibited Substances or Methods (including analyzing Samples collected Out-of-Competition for substances prohibited In-Competition only) requested as part of a Results Management process by an Anti-Doping Organization with Results Management authority, a hearing body or WADA; e) the use of information to direct Target Testing; f) the use of analytical data; and g) additional analysis for research or Quality Assurance processes as permitted by the International Standard for Laboratories, including without limitation: i) improvement of existing analytical methods; ii) development of new analytical methods for detection of presence or Use of substances or methods already prohibited at the time of Sample collection, or for substances included in the WADA Monitoring Program or targeted for results interpretation purposes; iii) application of methods for detection of presence or Use of substances or methods already prohibited at the time of Sample collection to new biological matrices (e.g., blood, DBS, hair, saliva); iv) use of Samples as reference collections/quality control Samples; v) establishing reference population ranges or new/revised thresholds/Decision Limits for substances or methods already prohibited at the time of Sample collection or for other statistical purposes. For example, relevant Doping Control related information could be used to direct Target Testing or to support an anti-doping rule violation proceeding under Article 2.2 (Use of a Prohibited Substance), or both.]

6.3 Research on Samples and related data

6.3.1 Samples, related analytical data, and Doping Control information may be used for anti-doping research purposes, although no Sample may be used for such purposes without the Athlete's written consent *where it involves re-analysis of the Athlete's Sample(s) for a purpose beyond Article 6.2.* Samples and related analytical data or Doping Control information used for research purposes ~~must~~*shall* first be processed in such a manner as to prevent Samples and related analytical data or Doping Control information being traced back to a particular Athlete. Any research involving Samples and related analytical data or Doping Control information ~~must~~*shall* adhere to the principles set out in Article 19 of the World Anti-Doping Code.

[Comment to Article 6.3: As is the case in most medical or scientific contexts, use of Samples and related information for Quality Assurance, quality improvement, method improvement and development or to establish reference populations is not considered research. Samples and related information used for such permitted non-research purposes shall also first be processed in such a manner as to prevent them from being traced back to the particular Athlete, having due regard to the principles set out in Article 19, as well as the requirements of the International Standard for Laboratories and International Standard for Data Protection.]

6.3.2 Samples, related analytical data, and Doping Control information may also be used for non-research purposes, such as method development or to establish reference populations, provided that they are first processed in such a manner as to prevent them being traced back to the Athlete, having due regard to the principles set out in Article 19 of the World Anti-Doping Code, as well as the requirements of the International Standard for Laboratories and International Standard for Data Protection.

6.4 Standards for Sample analysis and reporting

6.4.1 ~~The BIU shall ask it~~ laboratories ~~will~~*to* analyse Samples in conformity with the International Standard for Laboratories and Article 4.8.2 of the International Standard for Testing.

6.4.2 Laboratories at their own initiative and expense may analyse Samples for Prohibited Substances or Prohibited Methods not included on the standard Sample analysis menu, or as requested by the BIU. Results from any such analyses will be reported to the BIU and have the same validity and Consequences as any other analytical result.

[Comment to Article 6.4: The objective of this Article is to extend the principle of "Intelligent Testing" to the Sample analysis menu so as to most effectively and efficiently detect doping. It is recognized that the resources available to fight doping are limited and that increasing the Sample analysis menu may, in some sports and countries, reduce the number of Samples which can be analyzed.]

[Comment to Article 6.4: The objective of this Article is to extend the principle of "Intelligent Testing" to the Sample analysis menu so as to most effectively and efficiently detect doping. It is recognised that the resources available to fight doping are limited and that increasing the Sample analysis menu may, in some sports and countries, reduce the number of Samples that can be analysed.]

6.5 ~~Additional~~ Further analysis of a Sample prior to or during Results Management

There ~~is~~*shall be* no limitation on the authority of a laboratory to conduct repeat or additional analysis on a Sample prior to the time the BIU notifies an Athlete that the Sample is the basis of an Article 2.1 anti-doping rule violation charge *or after that case has been finally resolved.* If after such notification and before the case *is finally resolved,* the BIU wishes to conduct additional analyses on that Sample, it may do so with the consent of the Athlete or else with the approval of the panel hearing the case against the Athlete.

6.6 Further analysis of a Sample after it has been reported as negative or has otherwise not resulted in an anti-doping rule violation charge

After a laboratory has reported a Sample as negative, or the Sample has not otherwise resulted in an anti-doping rule violation charge, it may be stored and subjected to further analyses for the purpose of Article 6.2 at any time exclusively at the direction of the BIU (if it initiated and directed Sample collection), the Anti-Doping Organisation that initiated and directed Sample collection (if not the BIU) or WADA. Any other Anti-Doping Organisation with authority to test the Athlete that wishes to conduct further analyses on a stored Sample may do so with the permission of the BIU (if it initiated and directed Sample collection), the Anti-Doping Organisation that initiated and directed Sample collection (if not the BIU) or WADA, and will be responsible for any follow-up Results Management. Any Sample storage or further analysis initiated by WADA, the BIU or another Anti-Doping Organisation will be at (respectively) WADA's, the BIU's or other organisation's expense. Further analysis of Samples ~~must~~*shall* comply with the requirements of the International Standard for Laboratories.

6.7 Split of A or B Sample



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Where WADA, the BIU or other Anti-Doping Organisation with *Results Management* authority, and/or a WADA-accredited laboratory (with approval from WADA or the BIU or other Anti-Doping Organisation with *Results Management* authority) wishes to split an A or B Sample for the purpose of using the first part of the split Sample for an A Sample analysis and the second part of the split Sample for confirmation, then the procedures set forth in the *International Standard* for Laboratories ~~must~~shall be followed.

6.8 WADA's right to take Possession of Samples and data

6.8.1 ~~Notwithstanding Article 6.5~~, WADA may, in its sole discretion at any time, with or without prior notice, take physical Possession of any Sample and related analytical data or information in the Possession of a laboratory or Anti-Doping Organisation. Upon request by WADA, the laboratory or Anti-Doping Organisation in Possession of the Sample or data will immediately grant access to and enable WADA to take physical Possession of the Sample or data. If WADA has not provided prior notice to the laboratory or Anti-Doping Organisation before taking Possession of a Sample or data, it will provide such notice to the laboratory and each Anti-Doping Organisation whose Samples or data have been taken by WADA within a reasonable time after taking Possession.

6.8.2 After analysis and any investigation of a seized Sample or data, WADA may direct another Anti-Doping Organisation with authority to test the Athlete to assume *Results Management responsibility authority* for the Sample or data if a potential anti-doping rule violation is discovered.

[Comment to Article 6.8: Resistance or refusal to WADA taking physical Possession of Samples may constitute Tampering, Complicity or an act of non-compliance as provided in the *International Standard* for Code Compliance by Signatories, and may also constitute a violation of the *International Standard* for Laboratories. Where necessary, the laboratory and/or the Anti-Doping Organisation ~~must~~shall assist WADA in ensuring that the seized Sample and related data are not delayed in exiting the applicable country. WADA would not, of course, unilaterally take Possession of Samples or analytical data without good ~~cause~~usecase related to a potential anti-doping rule violation, non-compliance by a Signatory or doping activities by another Person. However, the decision as to whether good ~~cause~~usecase exists is for WADA to make in its discretion and is not subject to challenge. In particular, whether there is good ~~cause~~usecase or not shall not be a defence against an anti-doping rule violation or its Consequences.]

7. Results Management: responsibility authority, initial review, notice, and Provisional Suspensions

7.1 Results Management rules and authority responsibility

7.1.1 These IBU Anti-Doping Rules incorporate the *International Standard* for *Results Management*, as amended from time to time. The *International Standard* for *Results Management* is therefore binding on all Athletes and other Persons in the same way these IBU Anti-Doping Rules are binding on them.

7.1.2 The circumstances in which the BIU will ~~have~~take ~~authority~~responsibility for conducting *Results Management* in respect of anti-doping rule violations involving Athletes and other Persons will be determined by reference to and in accordance with Article 7 of the World Anti-Doping Code.

~~7.1.3 Where an NF Member is delegated authority responsibility for Results Management, it must~~shall ensure that such *Results Management* is conducted in accordance with 7.1.3 Articles 1.3.5.5 and 1.3.5.7 and the *International Standard* for *Results Management*. The results of all *Testing* ~~must~~shall be reported to the BIU and to WADA within 14 days of the conclusion of the NF Member's process. Any apparent anti-doping rule violation by an Athlete who is affiliated to that NF Member ~~must~~shall be promptly referred to an appropriate hearing panel established pursuant to the rules of the NF Member and in accordance with Article 20.3.2 of the World Anti-Doping Code.

7.2 Review and notification regarding potential anti-doping rule violations or violations of Article 10.14.1

7.2.1 The BIU will carry out the review and notification of any potential anti-doping rule violation ~~or violation of Article 10.14.1~~ in accordance with the *International Standard* for *Results Management*.

7.2.2 Before giving an Athlete or other Person notice of a potential anti-doping rule violation, the BIU will refer to ADAMS and contact WADA and other relevant Anti-Doping Organisations to determine whether any prior anti-doping rule violation exists.

7.3 Provisional Suspensions

7.3.1 Mandatory Provisional Suspension after an Adverse Analytical Finding or Adverse Passport Finding

If the BIU receives an *Adverse Analytical Finding* or an *Adverse Passport Finding* (upon completion of the *Adverse Passport Finding* review process) for a *Prohibited Substance* or a *Prohibited Method* that is not a *Specified Substance* or a *Specified Method* ~~or Substance of Abuse~~Abuse, it ~~shall~~will impose a *Provisional Suspension* on the Athlete (i) ~~with respect to an~~ *Adverse Analytical Finding*, ~~promptly upon or after sending the review and~~ notification required by Article 7.2, and (ii) ~~with respect to an~~ *Adverse Passport Finding*, ~~upon sending the notification of charge (after completion of the~~ *Adverse Passport Finding* ~~review process)~~. ~~The~~ *Provisional Suspension* ~~will come into effect automatically on the date specified by the BIU in the initial notice of a potential anti-doping rule violation or in further correspondence up to and including the Notice of Charge. A mandatory Provisional Suspension may be lifted if it is demonstrated to the BIU or on appeal that adjudication of the alleged violation is likely to result in a finding of no anti-doping rule violation. No Fault or Negligence under Article 10.5, a reprimand with no period of Ineligibility under Article 10.6.1.2 (Contaminated Source), or the time already served by the Athlete under the Provisional Suspension would exceed the period of Ineligibility asserted in the charging letter for the anti-doping rule violation.~~

~~[Comment to Article 7.3.1: For the avoidance of doubt, nothing prevents the BIU from imposing an optional Provisional Suspension before the completion of the review process of the Adverse Passport Finding.]~~

~~As used in this Article "likely" means a well-founded assertion. This standard is somewhat less than balance of probability but substantially more than mere possibility or plausibility; the assertion shall be supported by a good evidentiary foundation, including concrete evidentiary elements]~~

7.3.1.1 Application to Lift Mandatory Provisional Suspension

~~As a prerequisite to filing an appeal to CAS against a mandatory Provisional Suspension imposed by BIU, an Athlete must follow the procedures detailed in this Article 7.3.1.1.2.~~

~~[Comment to Article 7.3.1.1: For the avoidance of doubt, the Athlete or other Person's further challenge of an optional Provisional Suspension before the Arbitral Tribunal, is not considered an "appeal" for the purposes of Articles 7.3.3 or 13, and any party with the right to appeal a decision to lift an optional mandatory Provisional Suspension under Article 13.2.3 shall not be required to exhaust~~

~~internal remedies, including without limitation requesting relief from the Arbitral Tribunal, before filing an appeal with CAS under Article 7.3.3.]~~

~~If the BIU imposes a Provisional Suspension against an Athlete pursuant to Article 7.3.1, the Athlete may apply to lift the Provisional Suspension to the BIU in writing within 147 days of receipt of the decision. Such application will be decided in accordance with an internal review process established by the BIU by one or more Persons not previously involved in the decision to impose the Provisional Suspension. The BIU shall render a decision on the Athlete's application promptly, and no later than 7 days after receipt of the application.~~

~~If the BIU denies the Athlete's application, its decision may be appealed by the Athlete to CAS in accordance with Article 7.3.3 or challenged before CAS Anti-Doping Division the Arbitral Tribunal in accordance with the process set out at Article 8, mutatis mutandis, and at Article 8, mutatis mutandis in the IBU Procedural Rules. Challenges before CAS Anti-Doping Division the Arbitral Tribunal shall be conducted under an expedited procedure and a decision shall be rendered promptly. If CAS Anti-Doping Division the Arbitral Tribunal denies the Athlete's application, that decision may be appealed by the Athlete to CAS pursuant to Article 7.3.3. If CAS Anti-Doping Division the Arbitral Tribunal lifts the Athlete's Provisional Suspension, that decision may be appealed by the BIU to CAS in accordance with Article 7.3.3.~~

7.3.2 _Optional Provisional Suspension Based on an Adverse Analytical Finding for Specified Substances, Specified Methods, or Other Anti-Doping Rule Violations or Violations of Article 10.14.1

~~7.3.2.1 The BIU may impose a Provisional Suspension on an Athlete or other Person for any asserted anti-doping rule violations not covered by Article 7.3.1 at any time prior to the analysis of the Athlete's B Sample or final hearing as described in Article 8, for violations of Article 10.14.1 or anti-doping rule violations where a mandatory Provisional Suspension is not required by Article 7.3.1. The Provisional Suspension will come into effect automatically on the date specified by the BIU in the initial notice of a potential anti-doping rule violation or in further correspondence up to and including the Notice of Charge.~~

~~An optional Provisional Suspension may be lifted at the discretion of the BIU at any time prior to CAS Anti-Doping Division's decision under Article 8, unless provided otherwise in the International Standard for Results Management.~~

7.3.2.1~~2~~ Application to Lift Optional Provisional Suspension

~~As a prerequisite to filing an appeal to CAS against an optional Provisional Suspension imposed by BIU, an Athlete or other Person must follow the procedures detailed in this Article 7.3.2.1.~~

~~[Comment to Article 7.43.2.1: For the avoidance of doubt, the Athlete or other Person's further challenge of an optional Provisional Suspension before an Article 8 hearing panel the Arbitral Tribunal, where contemplated by an Anti-Doping Organization's anti-doping rules, is not considered an "appeal" for the purposes of Articles 7.3.3 or 13, and any party with the right to appeal a decision to lift an optional Provisional Suspension under Article 13.2.3 shall not be required to exhaust internal remedies, including without limitation requesting relief from the Article 8 hearing panel the Arbitral Tribunal, before filing an appeal with CAS under Article 7.3.3.]~~

~~If the BIU imposes a Provisional Suspension against an Athlete or other Person pursuant to Article 7.3.2, the Athlete or other Person may apply to lift the Provisional Suspension to the BIU in writing within 147 days of receipt of the decision. Such application will be decided in accordance with an internal review process established by the BIU by one or more Persons not previously involved in the decision to impose the Provisional Suspension. The ~~the~~ BIU shall render a decision on the Athlete or other Person's application promptly, and no later than 7 days after receipt of the application.~~

~~If the BIU denies the Athlete or other Person's application, its decision may be appealed by the Athlete or other Person to CAS in accordance with Article 7.3.3 or challenged before CAS Anti-Doping Division the Arbitral Tribunal in accordance with the process set out at Article 8, mutatis mutandis, and in the process set out at Article 8, mutatis mutandis IBU Procedural Rules. Challenges before CAS Anti-Doping Division the Arbitral Tribunal shall be conducted under an expedited procedure and a decision shall be rendered promptly. If CAS Anti-Doping Division the Arbitral Tribunal denies the Athlete or other Person's application, that decision may be appealed by the Athlete or other Person to CAS pursuant to Article 7.3.3. If CAS Anti-Doping Division lifts the Athlete or other Person's Provisional Suspension, that decision may be appealed by the BIU to CAS in accordance with Article 7.3.3.~~

~~If the BIU does not impose a Provisional Suspension further to Article 7.3.2.1, no Provisional Suspension will come into effect prior to determination of the case. CAS unless (i) it is voluntarily accepted by the Athlete or other Person in accordance with Article 7.3.4; or (ii) it is so ordered by the Disciplinary Arbitral Tribunal on application by the BIU, which application must shall be based on evidence that was not available to the BIU at the time the Notice of Charge was sent.~~

~~[Comment to Articles 7.3.1 and 7.3.2: Before a Provisional Suspension may be unilaterally imposed by the BIU, the internal review specified in these IBU Anti-Doping Rules and the International Standard for Results Management must shall first be completed.]~~

7.3.3 Opportunity for hearing or appeal, and lifting of a Provisional Suspension Appeals to CAS from Decisions regarding Provisional Suspensions

~~7.3.3.1 Where a Provisional Suspension is imposed, whether pursuant to Article 7.3.1 or Article 7.3.2, in addition as a prerequisite to having a right of appeal against the Provisional Suspension in accordance with Article 13.2 (but subject to Article 7.3.3.2(a)), the Athlete or other Person will be given either:~~

~~(a) an opportunity to apply for a Provisional Hearing to the Arbitral Tribunal either before or on a timely basis after imposition of the Provisional Suspension, in accordance with the IBU Procedural Rules; and~~

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(b) ~~if the application for a Provisional Hearing is denied, an opportunity for an expedited final hearing in accordance with Article 8 on a timely basis after imposition of a Provisional Suspension.~~

~~7.3.3.2 Any appeal taken by any Person entitled to appeal under Article 13.2.3 from a decision by the BIU from a decision under Article 7.3.1 or 7.3.2, the Arbitral Tribunal (or Article 8 hearing panel) not to impose a Provisional Suspension, or to lift or not lift a Provisional Suspension shall be made exclusively to CAS to be decided by a sole arbitrator. WADA shall receive notice of the appeal from all parties to the appeal and CAS. WADA shall have the right to file an intervention request in any appeal filed by an Athlete or other Person under this Article within ten (10) days after it has received notification of the answer as further provided in the International Standard for Results Management.~~

~~Appeals challenging Provisional Suspension decisions under this Article shall not justify any delay in the underlying case on the merits.~~

~~[Comment to Article 7.3.3.2: As provided in Article 13.2.3.3, notice of the appeal to WADA is a condition to the admissibility of the appeal.]~~

~~7.3.3.32 The Provisional Suspension may be lifted if the Athlete or other Person demonstrates to the satisfaction of the hearing panel that:~~

~~(a) the violation asserted is likely to have involved a Contaminated Source Product. A hearing panel's decision not to lift a mandatory Provisional Suspension on account of the Athlete's assertion regarding a Contaminated Source Product will not be appealable;~~

~~(b) the violation asserted involves a Substance of Abuse and the Athlete establishes entitlement to a reduced period of Ineligibility under Article 10.2.4.1;~~

~~(c) the assertion of an anti-doping rule violation has no reasonable prospect of being upheld, e.g., because of a patent flaw in the case against the Athlete or other Person;~~

~~(d) any period of Ineligibility that might otherwise be imposed for the violation(s) asserted is likely to be completely eliminated by application of Article 10.5 (No Fault or Negligence); and/or~~

~~(e) other facts exist that make it clearly unfair, in all of the circumstances, for the Athlete or other Person to be subject to a Provisional Suspension prior to the final first instance decision on the merits (this ground is to be construed narrowly, and applied only in truly exceptional circumstances, e.g., the fact that the Provisional Suspension would prevent the Athlete or other Person participating in a particular Competition or Event will not qualify as exceptional circumstances for these purposes).~~

~~7.3.3.143 If the application to have a Provisional Suspension lifted is not granted (including after any appeal in accordance with Article 13.2), a further application may not be made to lift the Provisional Suspension unless (i) it is based on material new evidence that the Athlete or other Person was not aware of and could not reasonably have been aware of at the time they made the original application; or (ii) there has been some other significant and material change in circumstances since the original application was decided. If an Athlete or other Person makes a further application that does not meet either of these requirements, costs may be awarded against them.~~

~~7.3.3.254 If a Provisional Suspension is imposed based on an A Sample Adverse Analytical Finding and subsequent B Sample analysis (if requested by the Athlete or the BIU) does not confirm the A Sample analysis, then the Provisional Suspension will be lifted with immediate effect. In circumstances where the Athlete (or the Athlete's team) has been removed from a Competition based on a violation of Article 2.1 and subsequent B Sample analysis does not confirm the A Sample finding, then if it is still possible for the Athlete or team to be reinserted, without otherwise affecting the Event, the Athlete or team may continue to take part in the Event.~~

~~7.3.4 Voluntary acceptance of Provisional Suspension~~

~~7.3.4.1 An Athlete may voluntarily accept a Provisional Suspension, provided that they do so no later than the latest of the following dates: (i) ten days after waiver of the B Sample analysis or receipt of the results of the analysis of the B Sample (as applicable); (ii) ten days after receipt of an initial notice of a potential anti-doping rule violation other than under Article 2.1; or (iii) the date on which the Athlete would otherwise have first competed after such report or notice.~~

~~7.3.4.2 Other Persons may voluntarily accept a Provisional Suspension within ten days from receipt of the initial notice of a potential anti-doping rule violation.~~

~~7.3.4.3 A Provisional Suspension that is voluntarily accepted by the applicable deadline will have full effect and be treated in the same manner as if the Provisional Suspension had been imposed under Article 7.3.1 or 7.3.2.~~

~~7.3.4.4 The Athlete or other Person may withdraw their acceptance of a voluntary Provisional Suspension at any time, but in that event they will not receive any credit for the Provisional Suspension served.~~

~~7.3.5 During any period of Provisional Suspension (whether imposed or voluntarily accepted), the Athlete or other Person may not participate in any capacity (or, in the case of an Athlete Support Person or other Person, assist an Athlete who is participating in any capacity) in a Competition or activity (other than authorised anti-doping Education or rehabilitation programs) authorised or organised by any Signatory, Signatory's member organisation, or a club or other member organisation of a Signatory's member organisation, or in Competitions authorised or organised by any professional league or any international-level or national-level Event organisation or any elite or national-level sporting activity funded by a governmental agency.~~

~~7.4 Charge~~

~~Where after receipt of the Athlete's or other Person's response to the BIU's initial notice of a potential anti-doping rule violation, or expiry of the deadline to receive such response, and after conducting such further investigation as it sees fit (if any), the BIU considers that the Athlete or other Person has committed one or more anti-doping rule violations, the BIU will promptly charge the Athlete or other Person with the relevant anti-doping rule violation(s) in accordance with the International Standard for Results Management Article 7.1 and Article 5 of Chapter E of this Integrity Code.~~

~~7.5 Results Management decisions~~

~~Results Management decisions or adjudications under these IBU Anti-Doping Rules (including Provisional Suspensions) must shall not purport to be limited to a particular geographic area or to Biathlon and will address and determine without limitation the following issues: (i) whether an anti-doping rule violation or violation of Article 10.14.1 was committed or a Provisional Suspension should be imposed, the factual basis for such determination, and the specific Articles that have been violated, and (ii) all Consequences flowing~~

from the anti-doping rule violation(s) or violations of Article 10.14.1, including applicable Disqualifications under Articles 9 and 10.10, any forfeiture of medals, titles, points, prize money, or prizes, any period of Ineligibility (and the date it begins to run), and any Financial Consequences.

[Comment to Article 7.5: Results Management decisions include Provisional Suspensions. Each decision by the BIU should address whether an anti-doping rule violation was committed and all Consequences flowing from the violation, including any Disqualifications other than Disqualification under Article 10.1 (which is left to the ruling body for an Event). Pursuant to Article 15, such decision and its imposition of Consequences will have automatic effect in every sport in every country. For example, for a determination that an Athlete committed an anti-doping rule violation based on an Adverse Analytical Finding for a Sample taken In-Competition, the Athlete's results obtained in the Competition would be Disqualified under Article 9 and all other competitive results obtained by the Athlete from the date the Sample was collected through the duration of the period of Ineligibility are also Disqualified under Article 10.10; if the Adverse Analytical Finding resulted from Testing at an Event, it would be the Major Event Organisation's responsibility to decide whether the Athlete's other individual results in the Event prior to Sample collection are also Disqualified under Article 10.1.]

7.6 Notification of Results Management decisions

The BIU will notify Athletes, other Persons, Signatories and WADA of Results Management decisions as provided in Article 14 and in the International Standard for Results Management.

7.7 Retirement from sport

If an Athlete or other Person retires while the BIU's Results Management process is underway, the BIU retains authority to complete its Results Management process. If an Athlete or other Person retires before any Results Management process has begun, and the BIU would have had Results Management authority over the Athlete or other Person at the time the Athlete or other Person committed an anti-doping rule violation or violation of Article 10.14.1, the BIU has authority to conduct Results Management. Any retired Athlete or other Person who during retirement tampers with the ongoing Results Management of an anti-doping rule violation or violation of Article 10.14.1 for which they have been charged, shall remain subject to the authority of all relevant Signatories for the violation of Tampering under Article 2.5.

[Comment to Article 7.7: Conduct by an Athlete or other Person before the Athlete or other Person was subject to the authority of any Anti-Doping Organisation would not constitute an anti-doping rule violation but could be a legitimate basis for denying the Athlete or other Person membership in a sports organisation.]

7.8 Cases subject to Review by Independent Review Expert

7.8.1 This Article 7.8 applies to rare cases where the BIU is considering closing a case or not proceeding with normal Results Management processes after the BIU has received notice of an Adverse Analytical Finding and has completed the initial review required under Article 7.2 (i.e., the BIU has determined no Therapeutic Use Exemption has been granted, there is no apparent departure from the International Standard for Testing or International Standard for Laboratories, and it is not apparent that the Adverse Analytical Finding was caused by ingestion of a Prohibited Substance through a permitted route). In such cases, the BIU shall: **7.8.1.1** provide notice of the Adverse Analytical Finding to the Athlete in accordance with Articles 7.2, 7.34.1 and 7.34.2. [Comment to Article 7.8.1.1: For the avoidance of doubt, the notice shall include the imposition of a mandatory Provisional Suspension where required by Article 7.34.1 or an optional Provisional Suspension if the BIU determines an optional Provisional Suspension is merited.]

7.8.1.2 promptly submit a request for an opinion from the Independent Review Expert as to whether public policy or other compelling reasons, taking into account the rights of and impact on clean Athletes, justify the departure from the normal Results Management process for addressing Adverse Analytical Findings. A copy of the request shall be provided simultaneously to WADA and to each other party entitled to appeal the decision under Article 13. The BIU shall provide its full file to, and fully cooperate with, the Independent Review Expert.

[Comment to Article 7.8.1.2: For the avoidance of doubt, the Independent Review Expert process is intended to be reserved for exceptional cases where proceeding with the normal Results Management processes would be considered an unjustified and unconscionable result by most stakeholders. One example of such a case would be where the BIU determines it is likely that Adverse Analytical Findings for multiple Athletes resulted from a Contaminated Source and that the Athletes have a reasonable likelihood of establishing No Fault or Negligence. For the avoidance of doubt, Article 7.8 does not apply to cases concluded by the BIU in accordance with Article 10.8.]

7.8.2 After reviewing the file, and obtaining any other information deemed necessary from the BIU, WADA or third parties, the Independent Review Expert shall issue a written opinion and recommendation to the BIU, with a copy to WADA, advising whether a departure from the normal Results Management process is justified in the particular circumstances of the case.

7.8.3 Upon receiving the Independent Review Expert's opinion and recommendation, the BIU shall issue a written decision on whether it will proceed with normal Results Management processes or not move forward with the Adverse Analytical Findings. This decision shall be provided to WADA, and the decision along with the Independent Review Expert's opinion and recommendation shall be provided to each other party entitled to appeal the decision under Article 13. The decision is subject to appeal directly to CAS in accordance with the applicable provisions in Article 13. If a decision by the BIU to not move forward with the Adverse Analytical Findings is set aside or reversed on appeal, CAS may maintain jurisdiction to rule on the merits of any alleged anti-doping rule violation related to the Adverse Analytical Findings or may direct the Anti-Doping Organization to proceed with the normal Results Management process.

7.8.4 Where the BIU fails to go forward with the normal Results Management processes without seeking and obtaining an opinion and recommendation from the Independent Review Expert, or fails to go forward with the normal Results Management processes in contravention of the Independent Review Expert's opinion and recommendation, and it is ultimately determined on appeal that an anti-doping rule violation occurred, the BIU may be subject to non-compliance proceedings under Article 24 and the International Standard for Code Compliance by Signatories and shall be required to reimburse the appealing party(ies) for costs and reasonable legal fees incurred in connection with each level of the appellate process.

7.8.5 The process to be followed for cases CAS under this Article 7.8 shall be described in greater detail in the International Standard for Results Management.

8. Results Management: hearing and notice of hearing decision

8.1 Fair hearing

8.1.1 Fair, impartial and Operationally Independent hearing panel

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The BIU has delegated its Article 8 responsibilities for first instance hearings and decisions to: (i) the Arbitral Tribunal (in respect of appeals/challenges against decisions of the BIU not to lift an Athlete's Provisional Suspension in accordance with Articles 7.3.1.1 or 7.3.2.1); or (ii) the CAS Anti-Doping Division (in respect of all other matters). The IBU Procedural Rules shall apply to all matters referred to the Arbitral Tribunal in accordance with Articles 7.3.1.1 or 7.3.2.1. The procedural rules of the CAS Anti-Doping Division pertaining to first instance hearings shall apply to all other matters. The Arbitral Tribunal or the CAS Anti-Doping Division (as relevant) must/shall ensure that the Athlete or other Person is provided with a fair hearing within a reasonable time by a fair, impartial and Operationally Independent hearing panel, in compliance with the World Anti-Doping Code and the International Standard for Results Management.

8.1.2 Hearing process

8.1.2.1 Where the BIU charges an Athlete or other Person with an anti-doping rule violation or violation of Article 10.14.1, and the Athlete or other Person does not waive a hearing and agree with the Consequences proposed by the BIU, where the BIU charges an Athlete or other Person under Article 10.14.3 for violating the prohibition against participation during Ineligibility or Provisional Suspension and/or a proposed new period of Ineligibility or Provisional Suspension based on that violation, where there is an application to lift a Provisional Suspension, or where any other matter arises under these IBU Anti-Doping Rules that the BIU considers should be determined by the CAS Anti-Doping Division, the BIU will refer the case to the CAS Anti-Doping Division, which will appoint one or more CAS arbitrators to sit as the hearing Disciplinary Tribunal panel that will hear and determine the case in accordance with these IBU Anti-Doping Rules, the International Standard for Results Management, the CAS Code of Sports-related Arbitration, and the Arbitration Rules for the CAS Anti-Doping Division.

8.1.2.2 Each of WADA, the National Anti-Doping Organisation of the Athlete or other Person, and the NF Member of the Athlete or other Person may send a representative to attend the hearing before the Arbitral Tribunal or CAS Anti-Doping Division (as relevant) as an observer. In any event, the BIU will keep WADA fully apprised as to the status of pending cases and the result of all hearings before the Arbitral Tribunal or CAS Anti-Doping Division (as relevant).

8.2 Notice of decisions

8.2.1 At the end of the hearing, or on a timely basis thereafter, the Arbitral Tribunal or CAS panel (as relevant) will issue a written decision that complies with Article 9 of the International Standard for Results Management and that includes the full reasons for the decision, the period of Ineligibility imposed, if (and to what extent) any period of Provisional Suspension is credited against the period of Ineligibility imposed, the Disqualification of results under Article 10.10, any forfeiture of medals or prizes, any other relevant Consequences, including Financial Consequences, appeal routes and deadline to appeal, and, if applicable, a justification for why the greatest potential Consequences were not imposed.

8.2.2 The BIU will notify that decision to the Athlete or other Person concerned and to other Anti-Doping Organisations with a right to appeal under Article 13, and will promptly report it in ADAMS. The decision may be appealed as provided in Article 13.

8.3 Waiver of hearing

8.3.1 An Athlete or other Person against whom an anti-doping rule violation or violation of Article 10.14.1 is asserted may waive a hearing expressly and agree with the Consequences proposed by the BIU.

8.3.2 If the Athlete or other Person against whom an anti-doping rule violation or violation of Article 10.14.1 is asserted fails to dispute that assertion by the deadline specified in the notice sent by the BIU asserting the violation, then they shall be deemed to have waived a hearing, to have admitted the violation, and to have accepted the proposed Consequences.

8.3.3 In cases where Article 8.3.1 or 8.3.2 applies, a hearing before the CAS Anti-Doping Division will not be required. Instead the BIU will promptly issue a written decision that complies with Article 9 of the International Standard for Results Management and that includes the full reasons for the decision, the period of Ineligibility imposed, if (and to what extent) any period of Provisional Suspension is credited against the period of Ineligibility imposed, the Disqualification of results under Article 10.10, any forfeiture of medals or prizes, any other relevant Consequences, including Financial Consequences, appeal routes and deadline to appeal, and, if applicable, a justification for why the greatest potential Consequences were not imposed.

8.3.4 The BIU will notify that decision to the Athlete or other Person concerned and simultaneously to other Anti-Doping Organisations with a right to appeal under Article 13.2.3, and will promptly report it in ADAMS. The BIU will Publicly Disclose that decision in accordance with Article 14.3.2.

8.4 Single hearing before CAS

Anti-doping rule violations or violations of Article 10.14.1 asserted against International-Level Athletes, National-Level Athletes or other Persons may, with the consent of the Athlete or other Person concerned, the BIU (where it has Results Management authority/responsibility in accordance with Article 7), and WADA, be heard in a single hearing (i.e., without any appeal from the resulting decision) by the CAS Anti-Doping Division.

[Comment to Article 8.4: In some cases, the combined cost of holding a hearing in the first instance at the international or national level, then rehearing the case de novo before the CAS can be very substantial. Where all of the parties identified in this Article are satisfied that their interests will be adequately protected in a single hearing, there is no need for the Athlete or Anti-Doping Organisations to incur the extra expense of two hearings. An Anti-Doping Organisation may participate in the CAS hearing as an observer. Nothing set out in Article 8.4 precludes the Athlete or other Person and the BIU (where it has Results Management responsibility) agreeing to waive their respective rights to appeal. Such waiver, however, only binds the parties to such agreement and not any other entity with a right of appeal under the World Anti-Doping Code.]

9. Automatic Disqualification of individual results

An anti-doping rule violation in connection with In-Competition test or violation of Article 10.14.1 by participation in a Biathlon Competition automatically leads to Disqualification of the result obtained in that Competition with all resulting Consequences, including forfeiture of any medals, titles, points, prize money, and prizes.

10. Further sanctions on individuals

10.1 Disqualification of results in the Event during or in connection with which an anti-doping rule violation occurs

10.1.1 An anti-doping rule violation occurring during or in connection with an Event may, upon the decision of the BIU (or other international organisation that is the ruling body of the Event, if not the IBU), lead to Disqualification of all of the Athlete's individual results obtained in that Event with any benefits awarded or advantages afforded based on those results to be vacated, including forfeiture of all medals, titles, points, prize money, and prizes awarded to the Athlete (whether individually or to a team of which the

Athlete was a part) based on those results, except as provided in Article 10.1.2. Factors to be included in considering whether to Disqualify other results in the Event might include, for example, the seriousness of the Athlete's anti-doping rule violation and whether the Athlete tested negative in the other Competitions.

[Comment to Article 10.1.1: Whereas Article 9 disqualifies the result in a single Competition in which the Athlete tested positive, this Article may lead to Disqualification of all results in all Competitions during the Event.]

10.1.2 If the Athlete establishes that they bear No Fault or Negligence for the violation, the Athlete's individual results in the other Competitions will not be Disqualified, unless the Athlete's results in the Competition other than the Competition in which the anti-doping rule violation occurred were likely to have been affected by the Athlete's anti-doping rule violation.

10.2 Ineligibility for presence, Use or Attempted Use, or Possession of a Prohibited Substance or Prohibited Method

Article 10.2 provides the framework for determining the period of Ineligibility for violations of Articles 2.1 (Presence), 2.2 (Use or Attempted Use) or 2.6 (Possession). This determination is based on several variables such as: the substance or method involved (i.e., non-Specified Substances/non-Specified Methods, Specified Substances/Specified Methods, or Substances of Abuse); whether the Athlete or other Person committed the anti-doping rule violation intentionally; whether the context of the ingestion, Use or Possession was unrelated to sport performance; and whether the Athlete can establish how the Prohibited Substance entered their system.

Article 10.2.1 addresses the period of Ineligibility for violations of Articles 2.1 or 2.2 involving non-Specified Substances and non-Specified Methods. Article 10.2.2 addresses the period of Ineligibility for violations of Articles 2.1 or 2.2 involving Specified Substances or Specified Methods. Article 10.2.3 addresses the period of Ineligibility for violations of Articles 2.1 or 2.2 involving Substances of Abuse. Article 10.2.4 addresses the period of Ineligibility in special circumstances involving criteria for Therapeutic Use Exemptions. Article 10.2.5 addresses the period of Ineligibility for violations of Article 2.6. Article 10.2.6 provides the definition of "intentional" for purposes of Article 10.2.

[Comment to Article 10.2: Before considering whether Article 10.5 or Article 10.6 apply, the Anti-Doping Organization (or hearing panel) shall first determine whether the Athlete has satisfied their burden of establishing that the violation was not intentional. To do that, the Athlete shall, except for the narrowest of corridors described in Article 10.2.1.3, show how the Prohibited Substance entered their system and also that the timing of such ingestion or Use is consistent with the analytical results from their Sample.]

10.2.1 Non-Specified Substances or Non-Specified Methods

For violations of Articles 2.1 or 2.2 that involve a non-Specified Substance or a non-Specified Method, the period of Ineligibility shall, subject to Articles 10.2.3 and 10.2.4, be four (4) years. The four (4) year period of Ineligibility may be reduced as follows:

10.2.1.1 Where the Athlete can establish how the Prohibited Substance entered their system or the Prohibited Method was Used and that the violation was not intentional, the period of Ineligibility shall be two (2) years. This period of Ineligibility is subject to potential elimination or reduction under Articles 10.5, 10.6 or 10.7.1.

10.2.1.2 Where the Athlete cannot establish that the violation was not intentional, but can establish how the Prohibited Substance entered their system or the Prohibited Method was Used and that the context of the ingestion or Use was unrelated to sport performance, the period of Ineligibility shall be three (3) years. This period of Ineligibility is not subject to elimination or reduction under Articles 10.5 or 10.6.

10.2.1.3 Where the Athlete cannot establish how the Prohibited Substance entered their system or the Prohibited Method was Used, but in exceptional cases can establish to the comfortable satisfaction of the decision making body that, based on reliable scientific evidence, the anti-doping rule violation was not compatible with intentional Use of a Prohibited Substance, then the period of Ineligibility may be reduced to two (2) years. This period of Ineligibility is not subject to elimination or reduction under Articles 10.5 or 10.6.

[Comment to Article 10.2.1.3: While it is theoretically possible for an Athlete to establish entitlement to a reduction under this Article without showing how the Prohibited Substance entered their system, this has been described in cases as the "narrowest of corridors." In order to access this exceptionally narrow corridor, an Athlete shall present reliable scientific evidence establishing that the anti-doping rule violation was not compatible with intentional Use of a Prohibited Substance. For example, reliable scientific evidence could include the detection of a non-therapeutic amount of the Prohibited Substance in the Athlete's Sample coupled with a metabolic profile indicating very recent Administration or prior or subsequent Samples from the Athlete which confirm that the Prohibited Substance detected was not the tail end of the excretion curve from a therapeutic dose or other doping regimen. Hair tests are unlikely to serve as reliable evidence to disprove intentional doping. With respect to the results of lie-detector tests, see Comment to Article 3.2. Further, evidence in the form of negative Testing history, change, or lack of change, in body mass or competitive results, lack of motivation to dope and testimony of the Athlete and the Athlete supporters, shall not be sufficient to justify a reduction in the period of Ineligibility. For the avoidance of doubt, the Athlete may submit and the hearing body may consider non-scientific evidence as well, but reliable scientific evidence is a necessary element to establish entitlement to a reduction under this Article. As used in this Article, "exceptional case" is not intended to create an independent element that must be established by the Athlete, but rather indicates the rarity and uniqueness of cases where the required elements of proof will be met.]

10.2.1.4 For violations resulting from an Adverse Analytical Finding for a substance which is only prohibited In-Competition and the Athlete can establish that the Prohibited Substance was ingested or Used Out-of-Competition in a context unrelated to sport performance, the period of Ineligibility shall be two (2) years. This period of Ineligibility is subject to potential elimination or reduction under Articles 10.5, 10.6 or 10.7.1.

10.2.2 Specified Substances or Specified Methods

For violations of Articles 2.1 or 2.2 that involve a Specified Substance or a Specified Method, the period of Ineligibility, subject to Articles 10.2.3 and 10.2.4, shall be two (2) years. This period of Ineligibility is subject to elimination or reduction under Articles 10.5, 10.6 or 10.7.1 and is subject to increase as follows:

10.2.2.1 Subject to Article 10.2.2.2, where the BIU can establish that the violation was intentional, the period of Ineligibility shall be four (4) years; provided, however, if the Athlete can establish that the context of the ingestion or Use was unrelated to sport performance, the period of Ineligibility shall be three (3) years. The period of Ineligibility imposed under this Article 10.2.2.1 is not subject to elimination or reduction under Articles 10.5 or 10.6.

10.2.2.2 Where an anti-doping rule violation results from an Adverse Analytical Finding for a substance which is only prohibited In-Competition and the Athlete can establish that the Prohibited Substance was Used Out-of-Competition, the period of Ineligibility shall be two (2) years. This period of Ineligibility is subject to elimination or reduction under Articles 10.5, 10.6 or 10.7.1.

10.2.3 Substances of Abuse

Notwithstanding any other provision in Article 10.2, where the anti-doping rule violation involves only a Substance of Abuse:

14.1

Motions proposing amendments to the Constitution

14.2

Motions seeking approval of Reserved Rules (ECR)

14.3

Motions seeking amendment or annulment of other Rules

- 14.3.1 Motion from the Executive Board for incorporating the IBU Procedural Rules for the Arbitral Tribunal and renaming Disciplinary Tribunal into Arbitral Tribunal
- 14.3.2 Motion from the Executive Board for establishing an alternative procedure for minor violations
- 14.3.3 Motion from the Executive Board for adopting the 2027 World Anti-Doping Code (the Code)
- 14.3.4 Motion from the Executive Board for determining the consequences of a Vetting process that determine a person to be not eligible
- 14.3.5 Motion from the Executive Board for ensuring Para Biathlon representation during Congress
- 14.3.6 Motion from the Executive Board for defining the roles of the members of the Executive Board not defined by the Constitution
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10.2.3.1 If the Athlete can establish that any ingestion or Use occurred Out-of-Competition and was unrelated to sport performance, then the period of Ineligibility will be two (2) months.

For any subsequent violation involving any Substance of Abuse, the period of Ineligibility calculated under this Article 10.2.3.1 shall be four (4) months which may be reduced to two (2) months if the Athlete enters a Substance of Abuse treatment program approved by the BIU or other Anti-Doping Organisation with Results Management authority.

The period of Ineligibility established in this Article 10.2.3.1 is not subject to any reduction based on any provision in Articles 10.6, 10.7.1 or 10.7.2.

[Comment to Article 10.2.3.1: The determinations as to whether the treatment program is approved and whether the Athlete or other Person has satisfactorily completed the program will be made in the sole discretion of the BIU. This Article is intended to give the BIU the leeway to apply its own judgement to identify and approve legitimate and reputable, as opposed to 'sham', treatment programs. The characteristics of legitimate treatment programs may vary widely and change over time. The BIU may also impose a sanction of two (2) months if, in its sole discretion, it determines that treatment is not necessary, for example the Adverse Analytical Finding resulted from the ingestion of coca tea. This Article also applies to different routes by which a Substance of Abuse may be ingested, e.g., drinking coca tea.]

10.2.3.2 If the ingestion, Use or Possession occurred In-Competition, and the Athlete can establish that the context of the ingestion, Use or Possession was unrelated to sport performance, then the period of Ineligibility shall be between six (6) months and two (2) years, depending on the circumstances of the case. This provision is without prejudice to the potential application of Articles 10.6, 10.6 or 10.7.1.

[Comment to Article 10.2.3.2: The "circumstances of the case" may include, for example, the specific nature of the Use or Possession, the type and quantity of the Prohibited Substance detected, the proximity in time between the ingestion and the Athlete's actually competing, the potential benefit (actual or perceived) to the Athlete of the ingestion in relation to the Athlete's performance in the Competition, the Athlete or other Person's level of anti-doping experience and Education, and other Fault-related considerations that might not otherwise satisfy the requirements for application of Article 10.5.

While it is theoretically possible for the Athlete to establish No Fault or Negligence or No Significant Fault or Negligence with respect to the In-Competition ingestion, Use or Possession of a Substance of Abuse, this would occur only in rare, exceptional cases]

10.2.3.3 Where neither 10.2.3.1 or 10.2.3.2 applies, then the period of Ineligibility shall be determined under the applicable provision in Articles 10.2.1 or 10.2.2.

10.2.4 Therapeutic Use Exemption Criteria

10.2.4.1 Notwithstanding any other provision in Article 10.2, where the Athlete can establish that the presence, Use or Attempted Use or Possession met each of the criteria in Article 4.2 of the International Standard for Therapeutic Use Exemptions (except for the need to show there was no reasonable permitted Therapeutic alternative) at the time the presence, Use or Attempted Use or Possession occurred, then the period of Ineligibility shall be two (2) months. The period of Ineligibility established in this Article 10.2.4.1 is not subject to any reduction based on any provision in Articles 10.6, 10.7.1 or 10.7.2.

[Comment to Article 10.2.4.1: For purposes of this Article, the term "Therapeutic" shall be defined in accordance with the definition contained in the International Standard for Therapeutic Use Exemptions.]

10.2.5 Possession

For violations of Article 2.6, the period of Ineligibility shall subject to Article 10.2.3.2, be as follows:

10.2.5.1 Where the violation involves a non-Specified Substance or non-Specified Method, the period of Ineligibility shall be two (2) years if the Athlete or other Person can establish the violation was not intentional; three (3) years if the Athlete or other Person cannot establish that the violation was not intentional, but can establish the Possession was unrelated to sport performance; and four (4) years if the Athlete or other Person cannot establish the violation was not intentional and cannot establish the Possession was unrelated to sport performance.

10.2.5.2 Where the violation involves a Specified Substance or Specified Method, the period of Ineligibility shall be four (4) years if the BIU can establish the violation was intentional, subject to a reduction to three (3) years if the Athlete or other Person can establish that the context of the Possession was unrelated to sport performance, and two (2) years if the BIU cannot establish the violation was intentional.

10.2.5.3 If the period of Ineligibility imposed under Articles 10.2.5.1 or 10.2.5.2 is two (2) years, the period of Ineligibility is subject to potential elimination or reduction under Articles 10.5, 10.6 or 10.7.1.

10.2.6 As used in Article 10.2, the term "intentional" is meant to identify those Athletes or other Persons who engage in conduct which they knew constituted an anti-doping rule violation or knew that there was a significant risk that the conduct might constitute or result in an anti-doping rule violation and manifestly disregarded that risk.

[Comment to Article 10.2.6: Article 10.2.6 provides a special definition of "intentional" which is to be applied solely for purposes of Article 10.2.]

10.3 Ineligibility for other anti-doping rule violations

The period of Ineligibility for anti-doping rule violations other than as provided in Article 10.2 will be as follows, unless Articles 10.6 or 10.7 are applicable:

10.3.1 For violations of Articles 2.3 or Article 2.5, the period of Ineligibility will be four years except: (i) in a case of failing to submit to Sample collection, if the Athlete can establish that the commission of the anti-doping rule violation was not intentional, the period of Ineligibility will be two years; (ii) in all other cases, if the Athlete or other Person can establish exceptional circumstances that justify a reduction of the period of Ineligibility, the period of Ineligibility will be in a range from two years to four years depending on the Athlete's or other Person's degree of Fault; or (iii) in a case of failing to submit to Sample collection involving a Protected Person or Recreational Athlete, the period of Ineligibility will be in a range between a maximum of two years and, at a minimum, a reprimand and no period of Ineligibility, depending on the Protected Person or Recreational Athlete's degree of Fault.

10.3.2 For violations of Article 2.4, the period of Ineligibility will be two years, subject to reduction down to a minimum of one year, depending on if the Athlete can establish circumstances mitigating the Athlete's degree of Fault; Fault shall be assessed equally against all three whereabouts failures with the expectation that the Athlete should be on heightened alert after the first and second failures. The flexibility between two years and one year of Ineligibility in this Article is not available to Athletes where a pattern of last-minute whereabouts changes or other conduct raises a serious suspicion that the Athlete was trying to avoid being available for Testing.

[Comment to Article 10.3.2: The whereabouts requirements in the Code and International Standard for Testing are a fundamental part of any effective effort to combat doping in sport. In order to deter and detect cheating, the BIU shall be able to conduct no advance notice, Out-of-Competition Testing based upon reliable whereabouts information. The whereabouts requirements in the Code also allow clean Athletes to credibly claim that they are subject to Testing at any time so that the public can have confidence that they are clean. Whereabouts failures are not just "paperwork violations," they directly undermine the ability of Anti-Doping Organizations to catch doped Athletes and the public's confidence in the accountability of clean Athletes.]

10.3.3 For violations of Articles 2.7 or Article 2.8, the period of Ineligibility will be a minimum of four years up to lifetime Ineligibility, depending on the seriousness of the violation. An Article 2.7 or Article 2.8 violation involving a Protected Person or Minor will be considered a particularly serious violation and, if committed by Athlete Support Personnel for violations other than those involving Specified Substances, will result in lifetime Ineligibility for the Athlete Support Personnel. In addition, significant violations of Articles 2.7 or Article 2.8 that may also violate non-sporting laws and regulations will be reported to the competent administrative, professional and/or judicial authorities.

[Comment to Article 10.3.3: Those who are involved in doping Athletes or covering up doping should be subject to sanctions that are more severe than the Athletes who test positive. Since the authority of sport organisations is generally limited to Ineligibility for credentials, membership, and other sport benefits, reporting Athlete Support Personnel to competent authorities is an important step in the deterrence of doping.]

10.3.4 For violations of Article 2.9, the period of Ineligibility imposed will be a minimum of two years, up to lifetime Ineligibility, depending on the seriousness of the violation, where the violation involves a Protected Person or Minor, the period of Ineligibility imposed shall be a minimum of four (4) years, up to a lifetime Ineligibility, depending on the seriousness of the violation.-

10.3.5 For violations of Article 2.10, the period of Ineligibility will be two years, subject to reduction down to a minimum of one year, depending on the Athlete or other Person's degree of Fault and other circumstances of the case.

[Comment to Article 10.3.5: Where the 'other Person' referenced in Article 2.10 is an entity and not an individual, that entity may be disciplined as provided in Article 12.]

10.3.6 For violations of Article 2.11, the period of Ineligibility will be a minimum of two years, up to lifetime Ineligibility, depending on the seriousness of the violation by the Athlete or other Person.

[Comment to Article 10.3.6: Conduct that is found to violate both Article 2.5 (Tampering) and Article 2.11 (Acts by an Athlete or Other Person to Discourage or Retaliate Against Reporting to Authorities) will be sanctioned based on the violation that carries the more severe sanction.]

10.4 Aggravating Circumstances that may increase the period of Ineligibility

If the BIU establishes in an individual case involving an anti-doping rule violation other than violations under Article 2.7 (Trafficking or Attempted Trafficking), 2.8 (Administration or Attempted Administration), 2.9 (Complicity or Attempted Complicity) or 2.11 (Acts by an Athlete or other Person to discourage or retaliate against reporting) that Aggravating Circumstances are present which justify the imposition of a period of Ineligibility greater than the otherwise applicable sanction, then the period of Ineligibility otherwise applicable will be increased by an additional period of Ineligibility of up to two years depending on the seriousness of the violation and the nature of the Aggravating Circumstances, unless the Athlete or other Person can establish that they did not knowingly commit the anti-doping rule violation.

[Comment to Article 10.4: Violations under Articles 2.7, 2.8, 2.9, and 2.11 are not included in the application of Article 10.4 because the sanctions for these violations already build in sufficient discretion up to a lifetime ban to allow consideration of any Aggravating Circumstance.]

10.5 Elimination of the period of Ineligibility where there is No Fault or Negligence

If an Athlete or other Person establishes in an individual case that they bear No Fault or Negligence for the anti-doping rule violation(s) alleged against them, the otherwise applicable period of Ineligibility will be eliminated.

[Comment to Article 10.5: This Article and Article 10.6.2 apply only to the imposition of sanctions; they are not applicable to the determination of whether an anti-doping rule violation has occurred. They will only apply in exceptional circumstances, for example, where an Athlete could prove that, despite all due care, they were sabotaged by a competitor. Conversely, No Fault or Negligence would not apply in the following circumstances: (a) a positive test resulting from a mislabelled or contaminated vitamin or nutritional supplement (Athletes are responsible for what they ingest (Article 2.1) and have been warned against the possibility of supplement contamination); (b) the Administration of a Prohibited Substance by the Athlete's Personal physician or trainer without disclosure to the Athlete (Athletes are responsible for their choice of medical Personnel and for advising medical Personnel that they cannot be given any Prohibited Substance); and (c) sabotage of the Athlete's food or drink by a spouse, coach or other Person within the Athlete's circle of associates (Athletes are responsible for what they ingest and for the conduct of those Persons to whom they entrust access to their food and drink). However, depending on the unique facts of a particular case, any of the referenced illustrations could result in a reduced sanction under Article 10.6 based on No Significant Fault or Negligence.]

10.6 Reduction of the period of Ineligibility based on No Significant Fault or Negligence

10.6.1 Reduction of sanctions in particular circumstances for violations of Articles 2.1, 2.2, or 2.6

All reductions under Article 10.6.1 are mutually exclusive and not cumulative.

10.6.1.1 Specified Substances or Specified Methods

Where the anti-doping rule violation involves a Specified Substance (other than a Substance of Abuse) or Specified Method, and the Athlete or other Person can establish that they bear No Significant Fault or Negligence for the anti-doping rule violation(s) alleged against them, then the period of Ineligibility will be, at a minimum, a reprimand and no period of Ineligibility, and at a maximum, two years of Ineligibility, depending on the Athlete's or other Person's degree of Fault.

10.6.1.2 Contaminated Source

In cases where the Athlete or other Person can establish both No Significant Fault or Negligence for the anti-doping rule violation(s) alleged against them and that the Prohibited Substance came from a Contaminated Source, then the period of Ineligibility will be, at a minimum, a reprimand and no period of Ineligibility, and at a maximum, two years of Ineligibility, depending on the Athlete's or other Person's degree of Fault.

[Comment to Article 10.6.1.2: In order to receive the benefit of this Article, the Athlete or other Person must establish that the detected Prohibited Substance came from a Contaminated Source, that the Athlete ingested, Used or was exposed to, and that the analytical results are consistent with that Use, the Athlete and must also separately establish No Significant Fault or Negligence. It should be further noted that Athletes are on notice that they take nutritional supplements at their own risk. The sanction reduction

14.1 Motions proposing amendments to the Constitution

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14.3 Motions seeking amendment or annulment of other Rules

- **14.3.1** Motion from the Executive Board for incorporating the IBU Procedural Rules for the Arbitral Tribunal and renaming Disciplinary Tribunal into Arbitral Tribunal
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- **14.3.5** Motion from the Executive Board for ensuring Para Biathlon representation during Congress
- **14.3.6** Motion from the Executive Board for defining the roles of the members of the Executive Board not defined by the Constitution
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based on No Significant Fault or Negligence has rarely been applied ~~in Contaminated Product~~nutritional supplement cases unless the Athlete has exercised a high level of caution before taking the ~~Contaminated Product~~nutritional supplement. In assessing whether the Athlete can establish the source of the Prohibited Substance, it would, for example, be significant for purposes of establishing whether the Athlete actually Used the ~~Contaminated Product~~nutritional supplement, whether the Athlete had declared the product that was subsequently determined to be contaminated on the Doping Control form. ~~This Article should not be extended beyond products that have gone through some process of manufacturing. Where the Athlete establishes that an Adverse Analytical Finding results from environment contamination of a "non-product" such as tap water or lake water a Contaminated Source~~ in circumstances where no reasonable Person would expect any risk of an anti-doping rule violation, ~~typically there would be~~ No Fault or Negligence under Article 10.5 may be applicable.]

10.6.1.3 Protected Persons or Recreational Athletes

Where the anti-doping rule violation not involving a Substance of Abuse is committed by a Protected Person or Recreational Athlete, and the Protected Person or Recreational Athlete can establish No Significant Fault or Negligence for the anti-doping rule violation(s) alleged against him or her, then the period of Ineligibility will be, at a minimum, a reprimand and no period of Ineligibility, and at a maximum, two years' Ineligibility, depending on the Protected Person or Recreational Athlete's degree of Fault.

10.6.2 Application of No Significant Fault or Negligence beyond the application of Article 10.6.1

If an Athlete or other Person establishes in an individual case where Article 10.6.1 is not applicable that they bear No Significant Fault or Negligence, then ~~the~~ subject to further reduction or elimination as provided in Article 10.7, the otherwise applicable period of Ineligibility may be reduced based on the Athlete or other Person's degree of Fault, but the reduced period of Ineligibility may not be less than one-half of the period of Ineligibility otherwise applicable. If the otherwise applicable period of Ineligibility is a lifetime, the reduced period under this Article may be no less than eight years.

[Comment to Article 10.6.2: Article 10.6.2 may be applied to any anti-doping rule violation except those Articles where intent is an element of the anti-doping rule violation (e.g., Article 2.5, 2.7, 2.8 or 2.9, or 2.11) or an element of a particular sanction (e.g., Article 10.2.1) or a range of Ineligibility is already provided for in an Article based on the Athlete or other Person's degree of Fault.]

10.7 Elimination, reduction, or suspension of period of Ineligibility or other Consequences for Reasons other than Fault

10.7.1 Admission of an Anti-Doping Rule Violation in the absence of other evidence

Where an Athlete or other Person voluntarily admits the commission of an anti-doping rule violation before having received notice of a Sample collection which could establish an anti-doping rule violation (or, in the case of an anti-doping rule violation other than Article 2.1, before receiving first notice of the admitted violation pursuant to Article 7) and that admission is the only reliable evidence of the violation at the time of admission, then the period of Ineligibility may be reduced, but not below one-half of the period of Ineligibility otherwise applicable.⁸² For purposes of this Article 10.7.1, the "otherwise applicable" period of Ineligibility shall mean the period of Ineligibility determined after application of Articles 10.2, 10.3, 10.4, and 10.6.

[Comment to Article 10.7.1: This Article is intended to apply when an Athlete or other Person comes forward and admits to an anti-doping rule violation in circumstances where no Anti-Doping Organization is aware that an anti-doping rule violation might have been committed. It is not intended to apply to circumstances where the admission occurs after the Athlete or other Person believes they are about to be caught. (e.g. where the Athlete discloses the Use of a Prohibited Substance while knowing or having reason to believe that a pending test will result in an Adverse Analytical Finding). The amount by which Ineligibility is reduced should be based on the likelihood that the Athlete or other Person would have been caught had they not come forward voluntarily.]

10.7.2 Period of Ineligibility reduction for Anti-Doping Rules Violations based on early admission and acceptance of sanction

No later than twenty (20) days after receiving notice of an anti-doping rule violation charge, an Athlete or other Person who accepts that the violation is established and accepts all asserted Consequences (including, for the avoidance of doubt, the start date of any period of Ineligibility) will receive a twenty-five percent (25%) reduction from the period of Ineligibility asserted in the notice of anti-doping rule violation charge. Where the asserted period of Ineligibility is more than four (4) years but less than lifetime, the reduction shall be one (1) year. Where the asserted period of Ineligibility is lifetime, there shall be no reduction under this Article 10.7.2.

Article 10.7.2 shall not be applicable to charged violations under Articles 10.2.3.1 or 10.2.4.1.

Where the Athlete or other Person receives a reduction in the period of Ineligibility under this Article 10.7.2, no further reduction in the asserted period of Ineligibility shall be allowed under any other Article. If the Athlete or other Person does not accept the reduction in the period of Ineligibility within the time period established in this Article, then this Article, including but not limited to, what the reduction under this Article would or should have been, may not be raised in any hearing or appeal.

[Comment to Article 10.7.2: For the avoidance of doubt, the reduction is calculated from the period of Ineligibility asserted in the charging letter rather than the period of Ineligibility stated in the initial notice of potential anti-doping rule violation. However, an Athlete or other Person does not need to wait for the charging letter before accepting the violation in accordance with this Article, where the Athlete or other Person accepts the violation in accordance with this Article prior to issuance of the charging letter, the reduction would be calculated from the period of Ineligibility asserted in the initial notice of potential anti-doping rule violation. In some countries, the imposition of a period of Ineligibility is left entirely to a hearing body. In those countries, the Anti-Doping Organization cannot assert a specific period of Ineligibility in a charging letter for purposes of Article 10.7.2. In these circumstances, the hearing body may consider applying Article 10.7.2 where the Athlete or other Person has met the requirements for the reduction.

For example, if the BIU alleges that an Athlete has violated Article 2.2 for Use of an anabolic steroid and asserts the applicable period of Ineligibility is four (4) years in the charging letter, then the Athlete may unilaterally reduce the period of Ineligibility to three (3) years by admitting the violation and accepting the three-year period of Ineligibility within the time specified in this Article, with no further reduction allowed. This resolves the case without any need for a hearing.

For the avoidance of doubt, this Article does not preclude a suspension of the period of Ineligibility under Article 10.7.3 or 10.7.4.]

10.7.3 Substantial Assistance in discovering or establishing Code violations

10.7.3.1 Prior to an appellate decision under Article 13 or the expiration of the time to appeal, the BIU may suspend a part of the Consequences (other than Disqualification and mandatory Public Disclosure) imposed in an individual case where the Athlete or other Person has provided Substantial Assistance to an Anti-Doping Organisation, criminal authority, professional disciplinary body or sport integrity authority that results in: (i) the Anti-Doping Organisation discovering facts constituting, or bringing forward a case involving, an anti-doping rule violation or violation of Article 10.14.1 by another Person; or (ii) a criminal or disciplinary body discovering facts constituting, or bringing forward a case involving, a criminal offense or breach of professional rules committed by another Person providing Substantial Assistance is made available to the BIU or other Anti-Doping Organisation with Results Management authority; or (iii) WADA discovering facts constituting or bringing forward a case involving non-compliance with the Code, International Standard,

Technical Document or Technical Letter against a Signatory, WADA-accredited laboratory, or Athlete passport management unit (as defined in the International Standard for Laboratories); or (iv) a criminal authority, disciplinary body or sport integrity authority discovering facts constituting or bringing forward a case involving, a criminal offense or the breach of professional or sport rules arising out of a sport integrity violation other than doping (provided that, for this point iv to apply, the BIU ~~must~~shall have first obtained WADA's approval).

After an appellate decision under Article 13 or the expiration of time to appeal, the BIU may only suspend a part of the otherwise applicable Consequences with the approval of WADA.

The extent to which the otherwise applicable period of Ineligibility may be suspended will be based on the ~~seriousness of the anti-doping rule violation committed by the~~ or and the significance ~~value~~ of the Substantial Assistance provided by the Athlete or other Person to the effort to eliminate doping in sport, non-compliance with the World Anti-Doping Code, and/or sport integrity violations. ~~No more than three-quarters of the otherwise applicable~~ Information involving the potential doping of Protected Persons or Minors shall be considered particularly valuable. In determining the length of the period for which the period of Ineligibility ~~is may be~~ suspended, ~~the value of the Substantial Assistance shall be evaluated in terms of months or years rather than as a percentage of the original period of Ineligibility. However, no more than three-quarters of~~ the otherwise applicable period of Ineligibility may be suspended. For purposes of this Article 10.7.3, the "otherwise applicable" period of Ineligibility shall mean the period of Ineligibility determined after application of Articles 10.2, 10.3, 10.4, 10.6, 10.7.1, 10.7.2, 10.9 and 10.14.3. If the otherwise applicable period of Ineligibility ~~is~~ a lifetime, the non-suspended period under this Article ~~must~~shall be no less than eight years. For purposes of this paragraph, the otherwise applicable period of Ineligibility will not include any period of Ineligibility that could be added under Article 10.9.3.2.

The BIU may suspend a smaller portion of the Consequences in an initial decision and, based on reconsideration of the value of the information received, increase the amount of Consequences suspended.

If so requested by an Athlete or other Person seeking to provide Substantial Assistance, the BIU will allow the Athlete or other Person to provide the information to it subject to a Without Prejudice Agreement.

If the Athlete or other Person fails to continue to cooperate and to provide the complete and credible Substantial Assistance upon which a suspension of Consequences was based, the BIU will reinstate the original Consequences. If the BIU decides to reinstate suspended Consequences, or decides not to reinstate suspended Consequences, that decision may be appealed by any Person entitled to appeal under Article 13.

WADA shall be notified of any appeal to CAS involving Article 10.7. If WADA is not already a party, WADA shall have the right to intervene as a party in that proceeding.

[Comment to Article 10.7.3.1: In evaluating the value of the Substantial Assistance provided, priority shall be given to assistance which is important to anti-doping efforts and enforcement of the Code. Most important are situations where: Protected Persons or Minors have been doped by Athlete Support Personnel or other Persons; where a doping scheme involves a public authority, Anti-Doping Organization, WADA accredited or approved laboratory, or other Code Signatories or their members; where the doping scheme involves the Use of a Prohibited Substance or Prohibited Method which is particularly difficult to detect, or where the doping scheme involves multiple Athletes.]

10.7.3.2 To further encourage Athletes and other Persons to provide Substantial Assistance to Anti-Doping Organizations, at the request of the BIU or at the request of the Athlete or other Person who has or has been asserted to have committed an anti-doping rule violation, ~~or other violation of Article 10.14.1 the World Anti-Doping Code~~, WADA may agree at any stage of the Results Management process, including after an appellate decision under Article 13, to what it considers to be an appropriate suspension of the otherwise-applicable period of Ineligibility and other Consequences. In exceptional circumstances, WADA may agree to suspensions of the period of Ineligibility and other Consequences for Substantial Assistance greater than those otherwise provided in this Article, or even no period of Ineligibility, no mandatory Public Disclosure, and/or no return of prize money or payment of fines or costs. WADA's approval will be subject to reinstatement of Consequences, as otherwise provided in this Article. ~~Notwithstanding Article 13, WADA's decisions in the context of this Article 10.7.1-2 may not be appealed.~~

10.7.3.3 If the BIU suspends any part of ~~an~~ otherwise applicable ~~Consequences~~ sanction because of Substantial Assistance, ~~then~~ notice providing justification for the decision will be provided to the other Anti-Doping Organisations with a right to appeal under Article 13.2.3, as provided in Article 14. In unique circumstances where WADA determines that it would be in the best interest of anti-doping, WADA may authorise the IBU/BIU to enter into appropriate confidentiality agreements limiting or delaying the disclosure of the Substantial Assistance agreement or the nature of Substantial Assistance being provided.

[Comment to Article 10.7.3.3: The cooperation of Athletes, Athlete Support Personnel and other Persons who acknowledge their mistakes and are willing to bring other anti-doping rule violations to light is important to clean sport. Where the BIU declines to exercise the discretion conferred on it by Article 10.7.3.3, and the matter comes before a hearing panel under Article 8 or an appeal panel under Article 13, the hearing panel/appeal panel (as applicable) may exercise such discretion if the conditions of Article 10.7.3.4.1 are satisfied and the panel sees fit. Alternatively, the hearing panel/appeal panel may consider a submission that the BIU, in exercising its discretion under Article 10.7.3.3, should have suspended a greater part of the Consequences].

10.7.2 Admission of an anti-doping rule violation in the absence of other evidence agreements

10.7.4.4 Other valuable information and assistance in the effort to eliminate doping in sport

~~One-year reduction for certain anti-doping rule violations based on early admission and acceptance of sanction e without any need for a hearing. The BIU may, prior to an appellate decision under Article 13 or the expiration of the time to appeal, suspend a part of the Consequences (other than Disqualification and mandatory Public Disclosure) imposed in an individual case where the Athlete or other Person has provided other valuable information and assistance which does not meet all of the requirements for Substantial Assistance but is still very valuable to the effort to eliminate doping in sport. Information involving the potential doping of Protected Persons or Minors shall be considered particularly valuable.~~

After an appellate decision relating to an anti-doping rule violation or a violation of Article 10.14.1 under Article 13 or the expiration of time to appeal that decision, the BIU may only suspend a part of the otherwise applicable Consequences with the approval of WADA and the applicable International Federation.

The extent to which the otherwise applicable period of Ineligibility may be suspended shall be based on the value of the information and assistance provided by the Athlete or other Person to the effort to eliminate doping in sport. In determining the length of the period for which the period of Ineligibility is suspended, the value of the information and assistance shall be evaluated in terms of



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- 14.3.1 Motion from the Executive Board for incorporating the IBU Procedural Rules for the Arbitral Tribunal and renaming Disciplinary Tribunal into Arbitral Tribunal
- 14.3.2 Motion from the Executive Board for establishing an alternative procedure for minor violations
- 14.3.3 Motion from the Executive Board for adopting the 2027 World Anti-Doping Code (the Code)
- 14.3.4 Motion from the Executive Board for determining the consequences of a Vetting process that determine a person to be not eligible
- 14.3.5 Motion from the Executive Board for ensuring Para Biathlon representation during Congress
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~~months or years rather than as a percentage of the original period of Ineligibility. However, no more than fifteen percent (15%) of the otherwise applicable period of Ineligibility may be suspended. For purposes of this Article 10.7.4, the "otherwise applicable" period of Ineligibility shall mean the period of Ineligibility determined after application of Articles 10.2, 10.3, 10.4, 10.6, 10.7.1, 10.7.2, 10.9 and 10.14.3. If the otherwise applicable period of Ineligibility is a lifetime, the non-suspended period under this Article shall be no less than sixteen (16) years. For purposes of this paragraph, the otherwise applicable period of Ineligibility shall not include any period of Ineligibility that could be added under Article 10.9.3.2.~~
~~The BIU may suspend a smaller portion of the Consequences in an initial decision and, based on reconsideration of the value of the information and assistance received, increase the amount suspended.~~
~~If so requested by an Athlete or other Person who seeks to provide other valuable information and assistance, the BIU shall allow the Athlete or other Person to provide the information to the BIU subject to a Without Prejudice Agreement.~~
~~If the Athlete or other Person fails to continue to cooperate and to provide the other valuable information and assistance upon which the suspension of Consequences was based, the BIU Anti-Doping Organization that suspended Consequences shall reinstate the original Consequences. If the BIU Anti-Doping Organization decides to reinstate suspended Consequences or decides not to reinstate suspended Consequences, that decision may be appealed by any Person entitled to appeal under Article 13.~~
~~WADA shall be notified of any appeal to CAS involving Article 10.7. If WADA is not already a party, WADA shall have a right to intervene as a party in that proceeding.~~
~~[Comment to Article 10.7.4: Substantial Assistance under Article 10.7.3 requires the disclosure of misconduct by another Person. This Article 10.7.4 does not. The Athlete or other Person is still required to provide full and credible information without holding anything back, including the identity of other involved parties. However, it may simply be the case that they don't have any information regarding the conduct of another Person. For example, if an Athlete discloses their use of an effective doping regimen or new substance in a prohibited class which they learned about from the internet that has allowed their doping to avoid being detected, this type of information and assistance would be highly valuable to the effort to eliminate doping even if the Athlete is not able to provide evidence regarding the involvement of another Person.]~~
~~10.8.2- Case resolution agreements~~
~~10.8.2.1 Where the Athlete or other Person admits an anti-doping rule violation after being confronted with it by the BIU and agrees to Consequences acceptable to the BIU and WADA, at their sole discretion: (a) the Athlete or other Person may receive a reduction in the period of Ineligibility based on an assessment by the BIU and WADA of the application of Articles 10.1 through 10.7 to the asserted anti-doping rule violation, the seriousness of the violation, the Athlete or other Person's degree of Fault, and how promptly the Athlete or other Person admitted the violation; and (b) without prejudice to the Athlete or other Person's right under Article 10.13.1, the period of Ineligibility may start as early as the date of Sample collection or the date on which another anti-doping rule violation last occurred.~~
~~10.8.2.2 In each case, however, where this Article is applied, the Athlete or other Person must shall serve at least one-half of the agreed-upon period of Ineligibility going forward from the earlier of (i) the date the Athlete or other Person accepted the imposition of a period of Ineligibility sanction; and (ii) the effective date the or eof accepted a Provisional Suspension that was subsequently respected by the Athlete or other Person. The decision by WADA and the BIU to enter or not enter into a case resolution agreement, and the amount of the reduction to, and Consequences agreed to by WADA, the BIU and the Athlete or other Person, including the starting date of the period of Ineligibility, are not matters for determination or review by a hearing body and are not subject to appeal under Article 13.~~
~~10.8.2.3 If so requested by an Athlete or other Person seeking to enter into a case resolution agreement under this Article, the BIU will allow the Athlete or other Person to discuss an admission of the anti-doping rule violation with it subject to a Without Prejudice Agreement.~~
~~[Comment to Article 10.8.2: For purposes of calculating the "one half of the period of ineligibility going forward" the agreed upon period of ineligibility shall first be reduced before any period by which the period of ineligibility has been backdated.]~~
~~-Any mitigating or Aggravating Factors set forth in this Article 10 must shall be considered in arriving at the Consequences set forth in the case resolution agreement, and will not be applicable beyond the terms of that agreement.]~~
~~10.9 Multiple Violations~~
~~10.9.1 Second or third anti-doping rule violation:~~
~~10.9.1.1 For an Athlete or other Person's second anti-doping rule violation, the period of Ineligibility will be the greater of:~~
~~(a) a six month period of Ineligibility; or~~
~~(b) a period of Ineligibility in the range between:~~
~~(i) the sum of the period of Ineligibility imposed for the first anti-doping rule violation plus the period of Ineligibility otherwise applicable to the second anti-doping rule violation treated as if it were a first violation; and~~
~~(ii) twice the period of Ineligibility otherwise applicable to the second anti-doping rule violation treated as if it were a first violation.~~
~~The period of Ineligibility within this range will be determined based on the entirety of the circumstances and the Athlete or other Person's degree of Fault with respect to the second violation.~~
~~10.9.1.2 A third anti-doping rule violation will always result in a lifetime period of Ineligibility, except if the third violation fulfils the condition for elimination or reduction of the period of Ineligibility under Articles 10.5 or 10.6, or involves a violation of Article 2.4. In these particular cases, the period of Ineligibility will range from eight years to lifetime Ineligibility.~~
~~10.9.1.3 The period of Ineligibility established in Articles 10.9.1.1 and 10.9.1.2 may then be further suspended/reduced by the application of Articles 10.7.3 or 10.7.4.~~
~~10.9.2 An anti-doping rule violation for which an Athlete or other Person has established No Fault or Negligence will not be considered a violation for purposes of this Article 10.9. In addition, an anti-doping rule violation sanctioned under Articles 10.2.3.1 or 10.2.4.1 will not be considered a violation for purposes of Article 10.9.~~
~~10.9.3 Additional rules for certain potential multiple violations~~
~~10.9.3.1 For purposes of imposing sanctions under Article 10.9, except as provided in Articles 10.9.3.2 and 10.9.3.3, an anti-doping rule violation will only be considered a second (or third, as applicable) violation if the BIU can establish that the Athlete or other Person committed the additional anti-doping rule violation after the Athlete or other Person received initial notification of the pursuant to Article 7 in accordance with the International Standard for Results Management, of the first potential anti-doping rule violation, or~~

after the ~~BIU-relevant Anti-Doping Organization~~ made reasonable efforts to give ~~such~~ notice, ~~of the first anti-doping rule violation~~. If the BIU cannot establish this, the violations will be considered together as one single first violation, and the sanction imposed will be based on the violation that carries the more severe sanction, including the application of *Aggravating Circumstances*. Results in all *Competitions* dating back to the earlier anti-doping rule violation will be Disqualified as provided in Article 10.10.
~~[Comment to Article 10.9.3.1: The same rule applies where, after the imposition of a sanction, the BIU discovers facts involving an anti-doping rule violation that occurred prior to notification for a first anti-doping rule violation – e.g., the BIU will impose a sanction based on the sanction that could have been imposed if the two violations had been adjudicated at the same time, including the application of Aggravating Circumstances.]~~
~~10.9.3.2 If the BIU establishes that an Athlete or other Person committed an additional anti-doping rule violation prior to receiving the first notice of violation notification, and that the additional violation occurred 12 months or more before or after the first-noticed violation, then the period of Ineligibility for the additional violation will be calculated as if the additional violation were a stand-alone first violation and this period of Ineligibility must will be served consecutively (rather than concurrently) with the period of Ineligibility imposed for the first-noticed violation. Where this Article 10.9.3.2 applies, the violations taken together will constitute a single violation for purposes of Article 10.9.1.~~
~~10.9.3.3 If the BIU establishes that an Athlete or other Person committed a violation of Article 2.5 in connection with the Doping Control process for an underlying asserted anti-doping rule violation, the violation of Article 2.5 will be treated as a stand-alone first violation and the period of Ineligibility for such violation must shall be served consecutively (rather than concurrently) with the period of Ineligibility, if any, imposed for the underlying anti-doping rule violation. Where this Article 10.9.3.3 is applied, the violations taken together will constitute a single violation for purposes of Article 10.9.1.~~
~~10.9.3.4 Where an Athlete is charged with a second anti-doping rule violation under Article 2.1, and the Athlete can establish that the Adverse Analytical Finding for the second anti-doping rule violation resulted solely from the residual presence of the Prohibited Substance in their system from the same ingestion or Use that resulted in the first anti-doping rule violation, the Athlete shall be deemed to have established they bear No Fault or Negligence for the second violation, and the second violation shall not be considered a violation for purposes of Article 10.9.~~
~~[Comment to Article 10.9.3.4: For the avoidance of doubt, the second violation would still subject the Athlete to other Consequences including, without limitation, under Articles 7.4, 9, 10.1 and 14.3 where applicable.]~~
~~10.9.3.5 If the BIU establishes that an Athlete or other Person has committed a second or third anti-doping rule violation during a period of Ineligibility, the periods of Ineligibility for the multiple violations will run consecutively (rather than concurrently).~~
~~[Comment to Article 10.9.3: This Article does not address violations of Article 10.14.1, as the Consequences for violations of Article 10.14.1 are addressed separately in Article 10.14.3.]~~
~~10.9.4 Multiple anti-doping rule violations during ten-year period~~
~~For purposes of Article 10.9, each anti-doping rule violation must shall take place within the same ten year period in order to be considered multiple violations.~~
~~10.10 Disqualification of results in Competitions subsequent to Sample collection or commission of an anti-doping rule violation~~
~~In addition to the automatic Disqualification of the results in the Competition that produced the positive Sample under Article 9, all other competitive results obtained by the Athlete from the date a positive Sample was collected (whether In-Competition or Out-of-Competition) or other anti-doping rule violation occurred through the commencement of any Provisional Suspension or Ineligibility period, will, unless fairness requires otherwise, be Disqualified with all of the resulting Consequences including forfeiture of any medals, titles, points, prize money, and prizes.~~
~~[Comment to Article 10.10: Nothing in these IBU Anti-Doping Rules precludes clean Athletes or other Persons who have been damaged by the actions of a Person who has committed an anti-doping rule violation from pursuing any right that they would otherwise have to seek damages from such Person.]~~
~~10.11 Forfeited prize money~~
~~10.11.1 Where an Athlete's results are Disqualified, the Athlete forfeits any prize money that was awarded at the relevant Event based on those results. In addition, where those results have been combined with others to give the Athlete an overall ranking at the end of the season, and the Athlete has received prize money based on that ranking, the Athlete forfeits the portion of the prize money that they only received because of the Disqualified results.~~
~~10.11.2 Where the results of an Athlete in any Competition are Disqualified under these IBU Anti-Doping Rules, the BIU may require that Athlete's NF Member to repay part or all of any contribution payment it received as a result of that Athlete's (Disqualified) results (if such contribution payment is owed, but not yet paid, the BIU may withhold part or all of such payment).~~
~~10.11.3 If the BIU recovers prize money (or NF Member contribution payments) forfeited as a result of an anti-doping rule violation, it will take reasonable measures to allocate and distribute such prize money to the Athletes (or NF Members) that would have been entitled to it had the forfeiting Athlete not competed.~~
~~[Comment to Article 10.11: This Article is not intended to impose an affirmative duty on the BIU to take any action to collect forfeited prize money or contribution payments. If the BIU elects not to take any action to collect forfeited prize money or contribution payments, it may assign its right to recover such money to the Athlete(s) or NF Member(s) who should have otherwise received the money. 'Reasonable measures to allocate and distribute this prize money' could include using collected forfeited prize money as agreed upon by the BIU and Athletes concerned, or using collected contribution payments as agreed upon by the BIU and NF Member(s) concerned.]~~
~~10.12 Financial Consequences~~
~~10.12.1 Where an Athlete or other Person is found to have committed an anti-doping rule violation, the hearing panel (or, in cases where Article 8.3 applies, the BIU), taking into account the proportionality principle, will require the Athlete or other Person to reimburse the BIU for the costs that it has incurred in bringing the case, irrespective of any other Consequences that may or may not be imposed.~~
~~10.12.2 Where an Athlete or other Person is found to have committed an anti-doping rule violation and the maximum period of Ineligibility applicable for that violation under these IBU Anti-Doping Rules has been imposed, the hearing panel (or, in cases where Article 8.3 applies, the BIU) may also fine the Athlete or other Person up to €200,000, where it considers the violation to be serious and to jeopardise or damage the interests or the reputation of the IBU, provided that the principle of proportionality is satisfied. The BIU will apply the fine to fund anti-doping Education activities.~~
~~10.12.3 Any costs order or imposition of a fine pursuant to this Article will not be considered a basis for reducing the Ineligibility or other Consequences that would otherwise be applicable under these IBU Anti-Doping Rules.~~

14.1 Motions proposing amendments to the Constitution

14.2 Motions seeking approval of Reserved Rules (ECR)

14.3 Motions seeking amendment or annulment of other Rules

- **14.3.1** Motion from the Executive Board for incorporating the IBU Procedural Rules for the Arbitral Tribunal and renaming Disciplinary Tribunal into Arbitral Tribunal
- **14.3.2** Motion from the Executive Board for establishing an alternative procedure for minor violations
- **14.3.3** Motion from the Executive Board for adopting the 2027 World Anti-Doping Code (the Code)
- **14.3.4** Motion from the Executive Board for determining the consequences of a Vetting process that determine a person to be not eligible
- **14.3.5** Motion from the Executive Board for ensuring Para Biathlon representation during Congress
- **14.3.6** Motion from the Executive Board for defining the roles of the members of the Executive Board not defined by the Constitution
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10.12.4 Where fairness requires, the hearing panel (or, in cases where Article 8.3 applies, the BIU) may establish an instalment plan for repayment of any prize money forfeited pursuant to Article 9 or 10 and/or for the payment of any costs awarded pursuant to Article 10.12.1 and/or for the payment of any fine imposed pursuant to Article 10.12.2. The schedule of payments pursuant to such plan may extend beyond any period of *Ineligibility* imposed on the *Athlete* or other *Person*.

10.13 Commencement of *Ineligibility* period

Where an *Athlete* is already serving a period of *Ineligibility* for an anti-doping rule violation, any new period of *Ineligibility* will commence on the first day after the current period of *Ineligibility* has been served. Otherwise, except as provided below, the period of *Ineligibility* will start on the date of the decision of the hearing panel providing for *Ineligibility* or, if the hearing is waived or there is no hearing, on the date *Ineligibility* is accepted or otherwise imposed.

10.13.1 Delays not attributable to the *Athlete* or other *Person*

Where there have been substantial delays in the hearing process or other aspects of *Doping Control*, and the *Athlete* or other *Person* can establish that such delays are not attributable to him/her, the period of *Ineligibility* may be deemed to have started at an earlier date, commencing as early as the date of *Sample* collection or the date on which another anti-doping rule violation last occurred. All competitive results achieved during the period of *Ineligibility*, including retroactive *Ineligibility*, will be Disqualified.

[Comment to Article 10.13.1: In cases of anti-doping rule violations other than under Article 2.1, the time required for an Anti-Doping Organisation to discover and develop facts sufficient to establish an anti-doping rule violation may be lengthy, particularly where the *Athlete* or other *Person* has taken affirmative action to avoid detection. In these circumstances, the flexibility provided in this Article to start the sanction at an earlier date should not be used.]

10.13.2 Credit for *Provisional Suspension* or period of *Ineligibility* served:

10.13.2.1 If a *Provisional Suspension* is respected by the *Athlete* or other *Person*, then the *Athlete* or other *Person* will receive a credit for such period of *Provisional Suspension* against any period of *Ineligibility* that may ultimately be imposed. If the *Athlete* or other *Person* does not respect a *Provisional Suspension*, they will receive no credit for any period of *Provisional Suspension* served. If a period of *Ineligibility* is served pursuant to a decision that is subsequently appealed, the *Athlete* or other *Person* will receive a credit for such period of *Ineligibility* served against any period of *Ineligibility* that may ultimately be imposed on appeal.

10.13.2.2 If an *Athlete* or other *Person* voluntarily accepts a *Provisional Suspension* in writing from the BIU and thereafter respects the *Provisional Suspension*, the *Athlete* or other *Person* will receive a credit for such period of voluntary *Provisional Suspension* against any period of *Ineligibility* that may ultimately be imposed. A copy of the *Athlete* or other *Person*'s voluntary acceptance of a *Provisional Suspension* will be provided promptly to each party entitled to receive notice of an asserted anti-doping rule violation under Article 14.1.

[Comment to Article 10.13.2.2: An *Athlete*'s voluntary acceptance of a *Provisional Suspension* is not an admission by the *Athlete* and may not be used in any way as to draw an adverse inference against the *Athlete*.]

10.13.2.3 No credit against a period of *Ineligibility* will be given for any time period before the effective date of the *Provisional Suspension* or voluntary *Provisional Suspension*, regardless of whether the *Athlete* elected not to compete or was suspended by a team.

10.14 Status during *Ineligibility* or *Provisional Suspension*

10.14.1 Prohibition against participation during *Ineligibility* or *Provisional Suspension*:

10.14.1.1 No *Athlete* or other *Person* who has been declared *Ineligible* or is subject to a *Provisional Suspension* may, during a period of *Ineligibility* or *Provisional Suspension*:

(i) ~~compete or~~ participate in any capacity in a *Competition* or activity (other than authorised anti-doping *Education* or rehabilitation programs) authorised ~~or~~ organised or funded by any *Signatory*, *Signatory's* member organisation, or a club or other member organisation of a *Signatory's* member organisation;

(ii) compete or participate in any capacity in Competitions or training activities authorised or organised by any professional league, any professional Event organisation or any international or national level Event organisation ~~or any elite or national level sporting activity funded by a governmental agency where not already covered by Article 10.14.1 (i)~~;

(iii) compete or participate in any capacity in Competitions or training activities funded by a government agency;

(iv) ~~provide any sport-related services, including without limitation serving as a coach or other *Athlete* Support Personnel, to any *Athlete* or other *Person* bound by rules adopted pursuant to the World Anti-Doping Code (and doing so could also result in a violation of Article 2.10 by such *Athlete(s)*);~~

(v) ~~serve as a board member, officer, director, official or senior executive, or in any position involving *Doping Control* or involving direct contact with *Athletes* or *Athlete* Support Personnel, of any *Signatory*, *Signatory's* member organization, or a club or other member organization of a *Signatory's* member organization, or~~

(vi) ~~receive compensation from any *Signatory*, *Signatory's* member organization, or a club or other member organization of a *Signatory's* member organization, except for compensation for employment for services not prohibited as described in Article 10.14.1 (v) above.~~

[Comment to Article 10.14.1.1: With respect to the terms "professional league" and "professional Event", further guidance may be provided in the International Standard for Results Management or guidelines.

The term "activity" as used in this Article includes all competitive, training and administrative functions, as well as social functions where the *Person* has a formal or official role or receives recognition, authorized or organized by the referenced organizations.

By way of example, this Article does not prohibit an *Ineligible Person* from engaging in the following activities so long as the *Ineligible Person* is not acting as an *Athlete* Support Personnel, the activity is not funded by a government and is not authorized, organized or funded by any *Signatory*, *Signatory's* member organization, or a club or other member organization of a *Signatory's* member organization:

(1) an *Ineligible* basketball player could participate in a pick-up basketball game with former teammates;

(2) an *Ineligible* distance runner could go for a run with friends or other elite *Athletes*;

(3) an *Ineligible* swimmer could swim in a separate lane in the same pool where a national team trains as long as the swimmer has no involvement with the team training;

(4) an *Ineligible* figure skater could receive coaching or athletic training services from *Athlete* Support Personnel who also work for a referenced organization as long as the services provided to the figure skater are not performed as part of the *Athlete* Support Personnel's job duties for the referenced organization; and

(5) an *Ineligible* gymnast could receive payments from an individual sponsor as long as the payments are not connected to or arranged by a referenced organization.

Ineligibility imposed in one sport shall be recognized by other sports (see Article 15.1, Automatic Binding Effect of Decisions). Any performance standard accomplished during a period of *Ineligibility* shall not be recognized by a *Signatory* or its National Federations for any purpose.

Without prejudice to Article 5.6.2 and for the avoidance of doubt, the prohibition against participating in any capacity in the activities identified in this Article shall continue to apply to retired *Persons* through the duration of their period of *Ineligibility*.

For the avoidance of doubt, where the *Ineligible Person* is an *Athlete* under a club contract of employment for athletic services, Article 10.14.1 (vi) does not prohibit the club from continuing to make contractual payments to the *Athlete* during the period of *Ineligibility* or *Provisional Suspension* so long as the *Athlete* does not engage in any activities prohibited in Article 10.14.1 (v).

For the avoidance of doubt, the prohibition against participation in any capacity in the activities identified in this

Article shall continue to apply to retired *Persons* through the duration of their period of *Ineligibility*.] Comment to Article 10.14.1.1: For example, subject to Article 10.14.2 below, *Ineligible*

10.14.1.2 An *Athlete* or other *Person* subject to a period of *Ineligibility* longer than four years may, after serving four years of the period of *Ineligibility*, participate as an *Athlete* in local sport events not sanctioned or otherwise under authority of a *Code Signatory* or member of a *Code Signatory*, but only so long as the local sport event is not at a level that could otherwise qualify such *Athlete* or other *Person* directly or indirectly to compete in (or accumulate points toward) a national championship or International Event, and does not involve the *Athlete* or other *Person* working in any capacity with *Protected Persons* or *Minors*.

10.14.1.3 While serving a period of *Ineligibility* or *Provisional Suspension*, an *Athlete* or other *Person* who has not retired will remain subject to Testing and any requirement by the BIU to provide whereabouts information.

10.14.2 Return to training

As an exception to Article 10.14.1, an *Athlete* may return to train with a team or to use the facilities of a club or other member organisation of an NF Member or other *Signatory's* member organisation during the shorter of (i) the last two months, and (ii) the last quarter of the period of *Ineligibility* imposed. The permitted training window for *Athletes* that were *Protected Persons* at the time of the anti-doping rules violation shall be the last one-half of the period of *Ineligibility* imposed.

[Comment to Article 10.14.2: During the training period described in this Article, an *Ineligible Athlete* may not compete or engage in any activity described in Article 10.14.1 other than training.]

10.14.3 Violation of the prohibition of participation during *Ineligibility* or *Provisional Suspension*

Where an *Athlete* or other *Person* who has been declared *Ineligible* violates the prohibition against participation during *Ineligibility* described in Article 10.14.1, the results of such participation will be Disqualified and a new period of *Ineligibility* equal in length to the original period of *Ineligibility* will be added to the end of the original period of *Ineligibility*. The new period of *Ineligibility* may be adjusted down to, including a reprimand and no period of *Ineligibility*, may be adjusted based on the *Athlete* or other *Person*'s degree of Fault and other circumstances of the case. Subject to Article 7.1.4 of the World Anti-Doping Code, the determination of whether an *Athlete* or other *Person* has violated the prohibition against participation, and whether an adjustment is appropriate, ~~will~~ shall be made by the BIU or the Anti-Doping Organisation whose Results Management led to the imposition of the initial period of *Ineligibility*, if not the BIU. This decision may be appealed under Article 13.

An *Athlete* or other *Person* who violates the prohibition against participation during a *Provisional Suspension* described in Article 10.14.1 will receive no credit for any period of *Provisional Suspension* served and the results of such participation will be Disqualified, with all resulting Consequences, including forfeiture of all medals, titles, points, prize money, and prizes.

Where an *Athlete* Support *Person* or other *Person* assists a *Person* in violating the prohibition against participation during *Ineligibility* or *Provisional Suspension*, the BIU will pursue the matter as a potential Article 2.9 anti-doping rule violation.

10.14.4 Withholding of financial support during *Ineligibility*

In addition, for any anti-doping rule violation not involving a reduced sanction as described in Articles 10.5 or 10.6, some or all sport-related financial support or other sport-related benefits received by such *Person* will be withheld by the IBU and its NF Members, ~~as well as by other *Signatories* or *Signatories'* member organizations, as applicable.~~

[Comment to Article 10.14.3: If the *Athlete* or other *Person* does not accept the new period of *Ineligibility* (or, if applicable, reprimand) proposed by the BIU (or other Anti-Doping Organisation), the matter will proceed to a hearing in accordance with Article 11.1 of the International Standard for Results Management.]

10.15 Automatic publication of sanction

A mandatory part of each sanction will include automatic publication, as provided in Article 14.3.

11. Consequences to teams

11.1 Testing of teams

Where one member of a relay team has been notified of an anti-doping rule violation under Article 7 in connection with an Event, the BIU (or other international organisation that is the ruling body for the Event, if not the IBU) will conduct appropriate Target Testing of the team during the Event Period.

11.2 Consequences for teams

11.2.1 If a member of a relay team is found to have committed an anti-doping rule violation or violation of Article 10.14.1 during or in connection with a *Competition*, the relay team will be Disqualified from that *Competition* with all Consequences, including forfeiture of all medals, titles, points, prize money, and prizes, in addition to any Consequences imposed upon the individual *Athlete(s)* committing the anti-doping rule violation or violation of Article 10.14.1 ~~(↔)~~.

[Comment to Article 11.2.1: See Comment to Article 9 regarding team Competition in Individual Sports.]

11.2.2 In Team Sports, where a period of *Ineligibility* is imposed upon a team, unless fairness requires otherwise, the period of *Ineligibility* shall start on the date of the final hearing decision providing for *Ineligibility* or, if the hearing is waived, on the date *Ineligibility* is accepted or otherwise imposed. Any period of team *Provisional Suspension* (whether imposed or voluntarily accepted) shall be credited against the total period of *Ineligibility* to be served.

11.2.3 In addition to Article 11.2.1, if a member of a team is found to have committed an anti-doping rule violation during or in connection with an Event, the results obtained by any teams in which that member took part during the Event will be Disqualified, with all Consequences for such team(s) and its/their members, including forfeiture of all medals, titles, points, prize money, and prizes, unless (i) Article 10.1.2 is satisfied, or (ii) the relevant team results were not tainted by the *Athlete's* anti-doping rule violation (for



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example, if the *Athlete* establishes that they ingested a *Prohibited Substance* after the first relay team *Competition*, but before the next relay team *Competition*, then the first relay team *Competition* results would not be Disqualified).

12. Sanctions against NF Members and other sporting bodies

12.1 Where the BIU becomes aware that any NF Member or other sporting body over which it has authority has failed to comply with, implement, uphold, and/or enforce these IBU Anti-Doping Rules within that organisation's or body's area of competence, the BIU has the authority to (and may) take the following additional actions:

12.1.1 exclude all, or some group of, members of that organisation or body from specified future *Events* or all *Events* conducted within a specified period of time;

12.1.2 suspend or withdraw IBU recognition of such organisation or body;

12.1.3 declare the members of such organisation or body ineligible to participate in IBU activities for a specified period of time;

12.1.4 impose a fine;

12.1.5 withhold some or all funding or other financial and non-financial support to that organisation or body; and/or

12.1.6 oblige that organisation or body to reimburse the BIU for all costs incurred in pursuing the matter.

12.2 Without limiting the generality of Article 12.1, in relation to NF Members specifically:

12.2.1 An NF Member ~~must~~shall reimburse the IBU/BIU for all costs (including but not limited to laboratory fees, hearing expenses and travel) related to an anti-doping rule violation committed by an *Athlete* or other *Person* affiliated with that NF Member that the BIU does not recover from the *Athlete* or other *Person* pursuant to Article 10.10.

12.2.2 In the event that an NF Member fails to make diligent efforts to keep the BIU informed about the whereabouts of one or more *Athletes* affiliated to that NF Member for a particular period after receiving a request for that information from the BIU, the BIU may fine the NF Member an amount up to 1,000 euros per *Athlete*. The NF Member will also be required to pay all of the costs incurred by the BIU in *Testing* that NF Member's *Athletes* in that period.

12.2.3 If three or more *International-Level Athletes* affiliated to the same NF Member commit intentional anti-doping rule violations within any rolling four-year period (excluding any violations that are uncovered by *Testing* conducted by the *National Anti-Doping Organisation* on its own behalf of that *Athlete's* Country, unless the *Athlete* is in the IBU RTP):

12.2.3.1 Subject to paragraphs (d) and (e) below, the IBU will reduce the applicable start quota (including wild cards) of that NF Member by the number of such offending *Athletes*, as follows:

(a)

One start quota will be removed for each offending *Athlete* for a period of 12 months, starting from the date of the final decision (i.e., following the expiry or exhaustion of any appeal rights) finding that the *Athlete* committed an intentional anti-doping rule violation, or else starting from such other date as the BIU deems appropriate in order for the reduction to be effective.

(b)

In each case, the start quota removed will match the gender of the offending *Athlete*, and will apply to the highest *Competition* series (World Championships/Olympic Winter Games – World Cup series and Summer Biathlon World Championships; IBU Cup – Open European Championships – Summer Biathlon World Championships series; Junior Cup – Junior Open European Championships – Youth/Junior World Championships/Youth Olympic Games series and Summer Biathlon World Championships) for which that *Athlete* was registered in the season closest to when the violation occurred.

(c)

The start quotas will be removed in the same order as the relevant anti-doping rule violations occurred. Once this Article has been applied once, if further violations during the same rolling four-year period are discovered later, then the corresponding reduction in start quotas will be applied in order of discovery.

[Comment to Article 12.2.3.1(c): For example, if it is determined in June 2023 that three International-Level Athletes affiliated to the same NF Member committed intentional anti-doping rule violations in the period 2019 to 2022, and then it is discovered in June 2026 (whether as result of re-analysis of stored Samples, or receipt of new intelligence, or otherwise) that another International-Level Athlete affiliated to that NF Member committed an intentional anti-doping rule violation in the period 2019 to 2022, this Article 12.2.3.1 will be applied in June 2023 to reduce the NF Member's start quotas as of that date by three (subject to Article 12.2.3.1(d)) and it will be applied again in June 2026 to reduce the NF Member's start quota as of that date by one (again, subject to Article 12.2.3.1(d)).]

(d)

Where the NF Member only has one start quota for a particular *Competition* series (whether as a result of one or more reductions pursuant to this Article or otherwise), then provided the NF Member can establish in respect of at least one of the intentional anti-doping rule violations that it did not know or suspect and could not reasonably have known or suspected even with the exercise of utmost caution that the violation was being committed, that one start quota will not be removed. Instead the (remaining) reduction(s) (or further reduction(s)) will apply to reduce start quotas in the subsequent twelve month period(s).

(e) The start quota reductions do not apply to relay *Competitions*.

12.2.3.2 In addition, depending on its view of the culpability of the NF Member in question, the BIU may fine that NF Member up to €200,000 and/or ban officials from that NF Member from participation in any *International Competitions* or other IBU activities for a period of up to four years. For the avoidance of doubt, this clause does not apply to Executive Board members, who hold such office in their *Personal* capacity and not as representatives of any NF Member.

12.2.4 If six or more *Athletes* and/or other *Persons* affiliated with the same NF Member commit intentional anti-doping rule violations within any rolling four-year period (excluding any violations that are uncovered by *Testing* conducted by the *National Anti-Doping Organisation* of that *Athlete's* Country on its own behalf, unless the *Athlete* is in the IBU RTP), that NF Member's membership of the IBU will be suspended for a period of between two and four years, depending on the BIU's view of the culpability of that NF Member.

12.2.5 On the recommendation of the BIU, the IBU may withhold some or all funding and/or other support to NF Members that do not comply with their obligations under these IBU Anti-Doping Rules.

12.3 When the BIU sends notice that it is applying this Article 12 to an NF Member or other sporting body over which it has authority, if the NF Member or other body disputes its liability under this Article and/or challenges the *Consequences* imposed on it under this Article within any deadline specified in that notice, the BIU will refer the case to the CAS, which will appoint one or more CAS arbitrators to sit as the ~~Disciplinary Tribunal~~Arbitral Tribunal that will hear and determine the case in accordance with these IBU Anti-Doping Rules and the CAS Code of Sports-related Arbitration. In such proceedings, it will be the NF Member's or other body's burden to prove that it is not liable under this Article or that the *Consequences* imposed on it under this Article are unlawful.

12.4 This Article does not limit or prejudice in any way any right arising under the Constitution or this Integrity Code or other Rules to sanction an NF Member or other sporting body for breach of the obligations that it owes to the IBU.

13. Results Management: appeals

13.1 Decisions subject to appeal

Decisions made under these IBU Anti-Doping Rules may be appealed as set out in Articles 13.2 through 13.4~~7~~ or as otherwise provided in these IBU Anti-Doping Rules, the World Anti-Doping Code, or the *International Standards*. Such decisions will remain in effect while under appeal unless the appellate body orders otherwise.

13.1.1 Scope of review not limited

The scope of review on appeal includes all issues relevant to the matter and is expressly not limited to the issues or scope of review before the initial decision maker. Any party to the appeal may submit evidence, legal arguments, and claims that were not raised in the first instance hearing so long as they arise from the same cause of action or same general facts or circumstances raised or addressed in the first instance hearing.

[Comment to Article 13.1.1: The revised language is not intended to make a substantive change to the previous edition of these IBU Anti-Doping Rules, but rather for clarification. For example, where an Athlete was charged in the first instance hearing only with Tampering but the same conduct could also constitute Complicity, an appealing party could pursue both Tampering and Complicity charges against the Athlete in the appeal.]

13.1.2 CAS will not defer to the findings being appealed

Subject to Article 13.1.4, in making its decision, CAS ~~shall~~will not give deference to the discretion exercised by the body whose decision is being appealed. All anti-doping proceedings before CAS involving WADA, an International Federation/IBU/BIU -and/or a Major Event Organization as a party shall be conducted in French or English. Such proceedings may only be conducted in a language other than French or English if WADA, the International Federation/IBU/BIU and/or the Major Event Organization (all) agree with such request at their entire discretion.

[Comment to Article 13.1.2: CAS proceedings are de novo. Prior proceedings do not limit the evidence or carry weight in the hearing before CAS.]

13.1.3 WADA not required to exhaust internal remedies

Where WADA has a right to appeal under this Article 13 and no other party has appealed a final decision within the IBU/BIU process, WADA may appeal such decision directly to CAS without having to exhaust any other remedies within the IBU/BIU process.

[Comment to Article 13.1.3: Where a decision has been rendered before the final stage of the IBU's/BIU's process (for example, a first hearing) and no party elects to appeal that decision to the next level of the IBU's/BIU's process, then WADA may bypass the remaining steps in the Anti-Doping Organisation's internal process and appeal directly to CAS.]

13.1.4 Appeals from decisions made by WADA

Where the Code or International Standards provide a right of appeal against a decision made by WADA, such appeal shall be made exclusively to CAS. Notwithstanding any other provision of Article 13.1, the appellate standard of review for such appealable decisions made by WADA under the Code or International Standards, or made with WADA's approval under Articles 5.3.2, 5.6.1, 7.1.1, 10.7 and 14.1.1 of the World Anti-Doping Code, shall be whether WADA's decision was arbitrary.

13.2 Appeals against decisions regarding anti-doping rule violations, Violations of Article 10.14.1, Consequences, Provisional Suspensions, implementation of decisions, and authority

The following decisions may be appealed exclusively as provided in ~~this Articles~~ 13.2 to 13.7:

- a decision that an anti-doping rule violation or violation of Article 10.14.1 was committed;
- a decision imposing *Consequences* or not imposing *Consequences* for an anti-doping rule violation or violation of Article 10.14.1; or
- a decision that no anti-doping rule violation or violation of Article 10.14.1 was committed;
- a decision that an anti-doping rule violation proceeding cannot go forward for procedural reasons (including, for example, prescription);
- a decision by WADA not to grant an ~~exemption~~exception to the six-months' notice requirement for a retired *Athlete* to return to competition under Article 5.6.1;
- a decision by the BIU to disqualify, or to not disqualify results under Article 5.6.1.4;
- a decision by WADA assigning *Results Management* under Article 7.1 of the World Anti-Doping Code;
- a decision by the BIU not to bring forward an *Adverse Analytical Finding* or an *Atypical Finding* as an anti-doping rule violation, an Adverse Passport Finding or an Atypical Passport Finding after review; or a decision not to go forward with an anti-doping rule violation or violation of Article 10.14.1 or whereabouts failure after an investigation in accordance with the *International Standard for Results Management* or the International Standard for Intelligence and Investigations; - a decision not to impose or a decision not to lift ~~or not to lift~~; a Provisional Suspension as a result of a provisional hearing (with all such appeals made exclusively to CAS as provided in Article 7.34); the BIU's failure to comply with Article 7.3;
- a decision that the IBU/BIU lacks authority to rule on an alleged anti-doping rule violation or violation of Article 10.14.1 or its *Consequences*;
- a decision to suspend (or not suspend) *Consequences* or to reinstate (or not reinstate) *Consequences* under Articles ~~10.7.2-10.7.3~~ and 10.7.4-10.7.4;
- failure to comply with Articles 7.1.4 and 7.1.5 of the World Anti-Doping Code;
- failure to comply with Article 10.8.4;
- a decision under Article 10.14.3;
- a decision by the BIU that the requirements for recording a whereabouts failure are not met;
- a decision by the IBU/BIU not to implement another Anti-Doping Organisation's decision under Article 15; and
- a decision under Article 27.3 of the World Anti-Doping Code.

13.2.1 Appeals involving International-Level Athletes or International Events

In cases arising from participation in an *International Event* or in cases involving *International-Level Athletes*, the decision may be appealed exclusively to CAS.

[Comment to Article 13.2.1: CAS decisions are final and binding, except for any review required by law applicable to the annulment or enforcement of arbitral awards.]

13.2.2 Appeals involving other Athletes or other Persons

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	In cases where Articles 7.34.3 and 13.2.1 are not applicable, the decision may be appealed to an appellate body, in accordance with rules adopted by the <i>National Anti-Doping Organisation</i> having authority over the <i>Athlete</i> or other <i>Person</i>. The rules for such appeal mustshall respect the following principles: a timely hearing; a fair, impartial, Operationally Independent and Institutionally Independent hearing panel; the right to be represented by counsel at the <i>Person's</i> own expense; and a timely, written, reasoned decision. If Also, if no such body is in place and available at the time of the appeal, the <i>Athlete or other Person shall have a right to appeal decision may be appealed</i> to the CAS Anti-Doping Division, which will appoint one or more CAS arbitrators to sit as the Disciplinary TribunalArbitral Tribunal that will hear and determine the case in accordance with the World Anti-Doping Code-compliant anti-doping rules of the <i>National Anti-Doping Organisation</i>, the CAS Code of Sports-related Arbitration, and the Arbitration Rules for the CAS Anti-Doping Division. [Comment to Article 13.2.2: For Therapeutic Use Exemption appeals it is recommended that the appellate body include at least one physician with experience of Therapeutic Use Exemptions.] 13.2.3 Persons entitled to appeal 13.2.3.1 In cases under Article 13.2.1, the following parties will have the right to appeal to CAS: (a) the <i>Athlete</i> or other <i>Person</i> who is the subject of the decision being appealed; (b) the other party to the case in which the decision was rendered; (c) the BIU on behalf of the IBU; (d) the <i>National Anti-Doping Organisation</i> of the <i>Person's</i> country of residence or countries where the <i>Person</i> is a national or license holder; (e) the <i>International Olympic Committee</i> or <i>International Paralympic Committee</i>, as applicable, where the decision may have an effect in relation to the Olympic Games or Paralympic Games, including decisions affecting eligibility for the Olympic Games or Paralympic Games; and (f) WADA. 13.2.3.2 In cases under Article 13.2.2, the parties having the right to appeal will be as provided in the <i>National Anti-Doping Organisation's</i> rules but, at a minimum, will include the following parties: (a) the <i>Athlete</i> or other <i>Person</i> who is the subject of the decision being appealed; (b) the other party to the case in which the decision was rendered; (c) the BIU on behalf of the IBU; (d) the <i>National Anti-Doping Organisation</i> of the <i>Person's</i> country of residence or countries where the <i>Person</i> is a national or license holder; (e) the <i>International Olympic Committee</i> or <i>International Paralympic Committee</i>, as applicable, where the decision may have an effect in relation to the Olympic Games or Paralympic Games, including decisions affecting eligibility for the Olympic Games or Paralympic Games; and (f) WADA. Further, for eedecisions rendered under Article 13.2.2 by a national-level appellate body, the same parties identified in (a) through (f) above shall, and the BIU will also have the right to appeal to the Appeals Division with respect to the decision of the national-level appellate body (or Anti-Doping Division, as applicable) to CAS. In such cases, the respondent(s) shall also have the right to cross-appeal. Any party filing an appeal will be entitled to assistance from CAS to obtain all relevant information from the Anti-Doping Organisation whose decision is being appealed and the information will be provided if CAS so directs. 13.2.3.3 Duty to notify as a condition to admissibility of appeal All parties to anyAs a condition to the admissibility of an appeal to CAS, authorised in this Article 13, an appealing party shall have provided notice of the appeal to WADA and all other parties with a right to appeal. For other appeals authorised in this Article 13, all parties to an appeal mustshall ensure that WADA and all other parties with a right to appeal have been given timely notice of the appeal. 13.2.3.4 Appeal from imposition of <i>Provisional Suspension</i> Notwithstanding any other provision herein, the only <i>Person</i> who may appeal from the imposition of a <i>Provisional Suspension</i> is the <i>Athlete</i> or other <i>Person</i> upon whom the <i>Provisional Suspension</i> is imposed. 13.2.3.5 Appeal against decisions pursuant to Article 12 Decisions rendered pursuant to Article 12 may be appealed exclusively to the CAS Appeals Arbitration Division by the NF Member or other body, or (where the Disciplinary TribunalArbitral Tribunal has made the decision) by the BIU in accordance with Article 32.2 of the Constitution. 13.2.4 Cross-appeals and other subsequent appeals allowed Cross-appeals and other subsequent appeals by any respondent named in cases brought to CAS under these IBU Anti-Doping Rules are specifically permitted. Any party with a right to appeal under this Article 13 mustshall file a cross-appeal or subsequent appeal at the latest with the party's answer to the appeal. [Comment to Article 13.2.4: This provision is necessary because since 2011, CAS rules no longer permit an Athlete the right to cross-appeal when an Anti-Doping Organisation appeals a decision after the Athlete's time for appeal has expired. This provision permits a full hearing for all parties.] 13.2.5 In any case where WADA is provided a right to appeal in this Article 13.2 (subject to the further provisions of Article 7.34.3), WADA may elect, at its sole discretion and within its deadline for filing an appeal, or within ten (10) days of being notified of the appeal if later, to join in the appeal as a party in support or opposition to the appeal or cross-appeal. In such event, WADA shall have the right, but not the obligation, to file pleadings, examine witnesses and present argument. [Comment to Article 13.2.5: For the avoidance of doubt, this provision is not intended to limit any other available right of intervention for any Anti-Doping Organization such as, for example, under the CAS Code.] 13.3 Failure to render a timely decision Where, in a particular case, an appealable decision under these IBU Anti-Doping Rules with respect to whether an anti-doping rule violation or violation of Article 10.14.1 was committed is not rendered within a reasonable deadline set by WADA, WADA may elect to appeal directly to the CAS Appeals Division (subject to CAS Appeal Division Rules by analogy) as if a decision finding no anti-doping rule violation or violation of Article 10.14.1 had been rendered. If the CAS panel determines that an anti-doping rule violation was
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	committed and that WADA acted reasonably in electing to appeal directly to the CAS Appeals Division, then WADA's costs and attorney fees in prosecuting the appeal will be reimbursed to WADA by the IBU. [Comment to Article 13.3: Given the different circumstances of each anti-doping rule violation investigation, Results Management, and hearing process, it is not feasible to establish a fixed time period for a decision to be rendered before WADA may intervene by appealing directly to the CAS Appeals Division. Before taking such action, however, WADA will consult with the BIU and give the BIU an opportunity to explain why it has not yet rendered a decision.] 13.4 Appeals relating to TUETherapeutic Use Exemptions TUETherapeutic Use Exemption decisions may be appealed exclusively as provided in Article 4.4 and the International Standard for Therapeutic Use Exemptions. 13.5 Notification of appeal decisions The BIU mustshall promptly provide the appeal decision to the <i>Athlete</i> or other <i>Person</i> and to the other Anti-Doping Organisations that would have been entitled to appeal under Article 13.2.3 (as provided under Article 14.2). 13.6 Time for filing appeals: 13.6.1 Appeals Deadline for Parties other than WADA to CAS The deadline to file an appeal for parties other than WADA shall be the later of: (a) 21 days after receipt of the decision; or (b) Where the appealing party makes a timely request for the complete file under Article 14.2.2, 21 days after receipt of the complete file relating to the decision. [Comment to Article 13.6.1(a): Where a reasoned decision is required, the 21 day deadline shall begin to run from receipt of the reasoned decision; where a reasoned decision is not required (e.g., imposition of a mandatory Provisional Suspension), the deadline shall run from the receipt of the operative decision.] Whether governed by CAS rules or Article 13.6, a party's deadline to appeal does not begin running until receipt of the decision. For that reason, there can be no expiration of a party's right to appeal if the party has not received the decision.] The time to file an appeal to the CAS will be 21 days from the date of receipt of the reasoned decision by the appealing party. The above notwithstanding, the following will apply in connection with appeals filed by a party that is entitled to appeal but that was not a party to the proceedings that led to the decision being appealed: 13.6.1.1 Within 15 days from the notice of the decision, such party/ies will have the right to request a copy of the full case file from the body that issued the decision. 13.6.1.2 If such a request is made within the 15-day period, then the party making such request will have 21 days from receipt of the file to an appeal to the CAS. 13.6.2 Appeals under Article 13.2.2 The time to file an appeal to an independent and impartial body in accordance with rules established by the <i>National Anti-Doping Organisation</i> will be indicated by the same rules of the <i>National Anti-Doping Organisation</i>. 13.6.3 Appeals by the BIU The above notwithstanding, the filing deadline for an appeal or intervention filed by the BIU will be the later of: 13.6.3.1 21 days after the last day on which any other party having a right to appeal (other than WADA) could have appealed; or 13.6.3.2 21 days after the BIU's receipt of the complete file relating to the decision. 13.6.24 Appeals deadline forby WADA The filing deadline for an appeal filed by WADA shall be the later of: (a) 21 days after the last day on which any other party having a right to appeal could have appealed, or (b) Where WADA makes a timely request for the complete file under Article 14.2.2, 21 days after WADA's receipt of the complete file relating to the decision. [Comment to Article 13.6.2: For purposes of determining whether the complete file has been received, see also Article 14.2.3.] The above notwithstanding, the filing deadline for an appeal filed by WADA will be the later of: 13.6.4.1 21 days after the last day on which any other party having a right to appeal could have appealed; or 13.6.4.2 21 days after WADA's receipt of the complete file relating to the decision. [Comment to Article 13.6: A party's deadline to appeal does not begin running until receipt of the reasoned decision. For that reason, there can be no expiry of a party's right to appeal if the party has not received the reasoned decision.] 14. Confidentiality and reporting The principles of coordination of anti-doping results, public transparency and accountability and respect for the privacy of all <i>Athletes</i> or other <i>Persons</i> are as follows: 14.1 Information concerning Adverse Analytical Findings, Atypical Findings, and other asserted anti-doping rule violations or violations of Article 10.14.1 14.1.1 Notice of anti-doping rule violations to <i>Athletes</i> and other <i>Persons</i> Notice to <i>Athletes</i> or other <i>Persons</i> of anti-doping rule violations asserted against them will occur as provided under Articles 7 and 14: If at any point during <i>Results Management</i> up until the anti-doping rule violation charge, the BIU decides not to move forward with a matter, it must notify the <i>Athlete</i> or other <i>Person</i> (provided that the <i>Athlete</i> or other <i>Person</i> had already been informed of the ongoing <i>Results Management</i>). 14.1.12 Notice of anti-doping rule violations or violations of Article 10.14.1 to the IBU, <i>National Anti-Doping Organisations</i>, and WADA
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14.1 Motions proposing amendments to the Constitution

14.2 Motions seeking approval of Reserved Rules (ECR)

14.3 Motions seeking amendment or annulment of other Rules

- **14.3.1** Motion from the Executive Board for incorporating the IBU Procedural Rules for the Arbitral Tribunal and renaming Disciplinary Tribunal into Arbitral Tribunal
- **14.3.2** Motion from the Executive Board for establishing an alternative procedure for minor violations
- **14.3.3** Motion from the Executive Board for adopting the 2027 World Anti-Doping Code (the Code)
- **14.3.4** Motion from the Executive Board for determining the consequences of a Vetting process that determine a person to be not eligible
- **14.3.5** Motion from the Executive Board for ensuring Para Biathlon representation during Congress
- **14.3.6** Motion from the Executive Board for defining the roles of the members of the Executive Board not defined by the Constitution
- **ANNEX** of the Agenda point 14.3. Chapter D IBU Anti-Doping rules

Notice of the assertion of an anti-doping rule violation or violation of Article 10.14.1 to the IBU, *National Anti-Doping Organisations, any other Anti-Doping Organisation with a right of appeal under Article 13.2.3*, and WADA may occur as provided under Articles 7 and 14, simultaneously with the notice to the *Athlete* or other *Person*; provided, however, the BIU may upon WADA's written approval which it may grant or deny at its discretion, delay or withhold the notice required by this Article 14.1.1.

If at any point during *Results Management* up until the anti-doping rule violation or violation of Article 10.14.1 charge, the BIU decides not to move forward with a matter, it ~~must~~shall give notice (with reasons) to the Anti-Doping Organisations with a right of appeal under Article 13.2.3, at the same time it gives notice to the Athlete or other Person.

[Comment to Article 14.1.1: By way of example, WADA could decide to approve an Anti-Doping Organization's request to delay notice where a highly confidential investigation is ongoing which might implicate a party who would otherwise receive notice of the asserted anti-doping rule violation.]

14.1.23 Content of an anti-doping rule violation notice

Notification of an anti-doping rule violation under Article 2.1 will include: the *Athlete's* or other *Person's* name, country, sport and discipline within the sport, the *Athlete's* competitive level, whether the test was *In-Competition* or *Out-of-Competition*, the date of Sample collection, the analytical result reported by the laboratory, and other information as required by the *International Standard for Testing and Investigations*~~International Standard for Testing and International Standard for Results Management, or for~~

Notification of anti-doping rule violations other than under Article 2.1 or violation of Article 10.14.1, the rule violated and the basis of the asserted violation, will include the Athlete's or other Person's name, country, sport and discipline within the sport, the Athlete's competitive level, the rule violated, and the basis of the asserted violation.

14.1.34 Status reports

Except with respect to investigations that have not resulted in a notice of an anti-doping rule violation pursuant to Article ~~7.214.1.1~~, the Anti-Doping Organisations referenced in Article 14.1.1 will be regularly updated on the status and findings of any review or proceedings conducted by the BIU pursuant to Articles 7, Article 8 or Article 13 and will be provided with a prompt written reasoned explanation or decision explaining the resolution of the matter.

14.1.45 Confidentiality

The recipient organisations shall not disclose information provided to it pursuant to this Article beyond those *Persons* with a need to know (which would include the appropriate *Personnel* at the applicable *National Olympic Committee* and NF Member) until the BIU has made *Public Disclosure* as permitted by Article 14.3.

14.1.56 Protection of confidential information by an employee or agent

The BIU will ensure that information concerning *Adverse Analytical Findings*, *Atypical Findings*, ~~and~~ other asserted anti-doping rule violations or violations of Article 10.14.1, remains confidential until such information is *Publicly Disclosed* in accordance with Article 14.3. The IBU/BIU will ensure that its employees (whether permanent or otherwise), contractors, agents, consultants, and Delegated Third Parties are subject to a fully enforceable contractual duty of confidentiality and to fully enforceable procedures for the investigation and disciplining of improper and/or unauthorised disclosure of such confidential information.

14.2 Notice of anti-doping rule violation or violations ~~decisions~~Article 10.14.1 and request for files:

14.2.1 Decisions that are subject to appeal, (whether under Article 13.2 or otherwise) and including, without limitation any aAnti-doping rule violation decisions, ~~or decisions related to violations of~~ rendered pursuant to Articles 7.6, 8.2, 10.5, 10.6, 10.7, 10.14.3 or 13.5Article 10.14.1 and decisions related to whereabouts failures shall will include the full reasons for the decision, including, if applicable, a justification for why the maximum potential sanction was not imposed. Where the decision is not in English, the BIU will provide an English summary of the decision and the supporting reasons.

14.2.2 An Anti-Doping Organisation having a right to appeal a decision received pursuant to Article 14.2.1 may, within 15 days of receipt, request a copy of the full case file pertaining to the decision. The case file shall be produced in machine readable form and, to the greatest extent practicable, in electronic, digital, and word-searchable format. If the case file contains documents in a language other than English or French, a case file index shall be provided promptly in English or French with a short description of each document in English or French.

14.2.3 For purposes of Articles 13.2.3.4(b) and 13.2.3.5(b)13.6.1 and 13.6.2, the complete file shall not be considered to have been received by WADA or other parties with a right to appeal until the complete file has been produced in accordance with Article 14.2.2.

14.3 Public Disclosure

14.3.1 After notice has been provided to the *Athlete* or other *Person* in accordance with the *International Standard for Results Management*, and to the applicable Anti-Doping Organisations in accordance with Article 14.1.12, the BIU may *Publicly Disclose* the identity of the *Athlete* or other *Person* who is notified of a potential anti-doping rule violation or violation of Article 10.14.1, the nature of the violation involved (including any *Prohibited Substance* or *Prohibited Method* involved), and whether the *Athlete* or other *Person* is subject to a *Provisional Suspension*.

14.3.2 Subject to Article 14.3.3 and applicable laws, noNo later than 20 days after a it has been determined in an appellate decision under Article 13.2.1 or 13.2.2, or such appeal has been waived, or a hearing in accordance with Article 8 has been waived, or the assertion or determination finding of an anti-doping rule violation has not otherwise been timely challenged, or the matter has been resolved under Article 10.9 or otherwise in accordance with the Integrity (e.g. Article 7 of Chapter E), or a new per, or reprimand, has been imposed under Article 10.14.3 or violation of Article 10.14.1 has become final under the applicable laws, the BIU's failure to make the Public Disclosure will not result in a determination of non-compliance with the World Anti-Doping Code as set forth in Article 4.2 of the International Standard for Data Protection, or a reprimand has been imposed under Article 10.14.3, the BIU may make public

14.3.34 In any case where it is determined, after a hearing or appeal, that the *Athlete* or other *Person* did not commit an anti-doping rule violation or violation of Article 10.14.1 or has established that they bear No Fault or Negligence for the anti-doping rule violation, no Public Disclosure shall be made concerning the determination of the case except, or that the prohibition against participation during d except with the consent of the *Athlete* or other *Person* who is the subject of the decision. The BIU will use reasonable efforts

to obtain such consent and if consent is obtained, the BIU will *Publicly Disclose* the decision in its entirety or in such redacted form as the *Athlete* or other *Person* may approve. As exceptions, and subject to applicable laws, if the identity of the Athlete or the other Person is already public or Consequences have been or are being imposed, or there are other compelling circumstances supporting Public Disclosure, then the Anti-Doping Organization with Results Management authorityBIU may, without consent, Publicly Disclose the matter to the extent necessary to explain the outcome of the case.

14.3.45 Publication will be accomplished at a minimum by placing the required information on the IBU's and/or the BIU's website or publishing it through other means and leaving the information up for the longer of one month or the duration of any period of *Ineligibility*.

14.3.56 Except as provided in Articles 14.3.1 and 14.3.3, neither the IBU/BIU, nor any NF Member, nor any Anti-Doping Organisation, nor any WADA-accredited laboratory, nor any official of any such body, will publicly comment on the specific facts of any pending case (as opposed to general description of process and science) except in response to public comments attributed to, or based on information provided by, the *Athlete*, other *Person*, or their entourage or other representatives.

14.3.67 The mandatory *Public Disclosure* required in Article 14.3.2 will not be required where the *Athlete* or other *Person* who has been found to have committed an anti-doping rule violation or violation of Article 10.14.1, or to have violated the prohibition against participation during Ineligibility or Provisional Suspension, is a *Minor, Protected Person* or *Recreational Athlete*.

14.3.7 Any optional Public Disclosure under any provision of Article 14, in a case involving a Minor, Protected Person or Recreational Athlete will be proportionate to the facts and circumstances of the case, and shall take into consideration the best interests of the individual in exceptional cases, the importance of transparency to the credibility to the anti-doping system may also be subsidiarily considered.

14.4 Statistical reporting

The BIU will, at least annually, publish publicly on its website a general statistical report of its *Doping Control* activities, with a copy provided to WADA. The report shall include, without limitation, a separate listing (which shall maintain the anonymity of the Athlete or other Person involved) of each anti-doping decision finding No Fault or Negligence under Article 10.5, and for each such decision, provide: the year the decision was made, the sport involved, the Code article violated, the Prohibited Substance or Prohibited Method involved, and whether the decision has been appealed. The BIU may also publish reports showing the name of each *Athlete* tested and the date of each *Testing*.

14.5 Doping Control information database and monitoring of compliance

14.5.1 To enable WADA to perform its compliance monitoring role and to ensure the effective use of resources and sharing of applicable *Doping Control* information among Anti-Doping Organisations, the BIU will report to WADA through ADAMS *Doping Control*-related information as required under the applicable *International Standard(s)*, including, in particular:

14.5.1.1 *Athlete Biological Passport* data for *International-Level Athletes* and *National-Level Athletes*;

14.5.1.2 whereabouts information for *Athletes including those in an accordance with the International Standard for Testing*;

14.5.1.3 ~~the~~Therapeutic Use Exemption decisions; ~~and~~

14.5.1.4 *Results Management* decisions; ~~and~~

14.5.1.5 any other information as required under the applicable International Standard(s).

14.5.2 To facilitate coordinated test distribution planning, avoid unnecessary duplication in *Testing* by various Anti-Doping Organisations, and to ensure that *Athlete Biological Passport* profiles are updated, the BIU will report all *In-Competition* and *Out-of-Competition* tests to WADA by entering the *Doping Control* forms into ADAMS in accordance with the requirements and timelines contained in the *International Standard for Testing*.

14.5.3 To facilitate WADA's oversight and appeal rights for theTherapeutic Use Exemptions, the BIU will report all theTherapeutic Use Exemption applications, decisions, and supporting documentation using ADAMS in accordance with the requirements and timelines contained in the *International Standard for Therapeutic Use Exemptions*.

14.5.4 To facilitate WADA's oversight and appeal rights for *Results Management*, the BIU will report the following information into ADAMS in accordance with the requirements and timelines outlined in the *International Standard for Results Management*: (a) notifications of anti-doping rule violations and related decisions for *Adverse Analytical Findings*; (b) notifications and related decisions for other anti-doping rule violations that are not *Adverse Analytical Findings*; (c) whereabouts failures; and (d) violations of Article 10.14.1 and (e) any decision imposing, lifting or reimposingreinstating a Provisional Suspension.

14.5.5 The information described in this Article will be made accessible, where appropriate and in accordance with the applicable rules, to the *Athlete*, the *Athlete's National Anti-Doping Organisation*, and any other Anti-Doping Organisations with *Testing* authority over the *Athlete*.

[Comment to Article 14.5: ADAMS is operated, administered and managed by WADA, and is designed to be consistent with data privacy laws and norms applicable to WADA and other organisations using such system. Personal information regarding Athletes or other Persons maintained in ADAMS is and will be treated in strict confidence and in accordance with the International Standard for Data Protection.]

14.6 Data privacy

14.6.1 The IBU/BIU may collect, store, process or disclose *Personal* information relating to *Athletes* and other *Persons* where necessary and appropriate to conduct its *Anti-Doping Activities* under the *World Anti-Doping Code*, the *International Standards* (including specifically the *International Standard for Data Protection*), these IBU Anti-Doping Rules, and in compliance with applicable law.

14.6.2 The BIU shall not use personal information in ADAMS for purposes other than anti-doping.

14.6.32 Without limiting the foregoing, the BIU will:

14.6.32.1 only process *Personal* information in accordance with a valid legal ground;

14.6.32.2 notify any *Athlete* or other *Person* subject to these IBU Anti-Doping Rules, in a manner and form that complies with applicable laws and the *International Standard for Data Protection*, that their personal information may be processed by the IBU/BIU and other *Persons* for the purpose of the implementation of these IBU Anti-Doping Rules;

14.6.32.3 Ensure that any third-party agents (including any Delegated Third Party) with whom the BIU shares the personal information of any *Athlete* or other *Person* ais subject to appropriate technical and contractual controls to protect the confidentiality and privacy of such information.

15. Implementation of decisions

15.1 Automatic binding effect of decisions by Signatories



14.1

Motions proposing amendments to the Constitution

14.2

Motions seeking approval of Reserved Rules (ECR)

14.3

Motions seeking amendment or annulment of other Rules

- 14.3.1 Motion from the Executive Board for incorporating the IBU Procedural Rules for the Arbitral Tribunal and renaming Disciplinary Tribunal into Arbitral Tribunal
- 14.3.2 Motion from the Executive Board for establishing an alternative procedure for minor violations
- 14.3.3 Motion from the Executive Board for adopting the 2027 World Anti-Doping Code (the Code)
- 14.3.4 Motion from the Executive Board for determining the consequences of a Vetting process that determine a person to be not eligible
- 14.3.5 Motion from the Executive Board for ensuring Para Biathlon representation during Congress
- 14.3.6 Motion from the Executive Board for defining the roles of the members of the Executive Board not defined by the Constitution
- ANNEX of the Agenda point 14.3. Chapter D IBU Anti-Doping rules

15.1.1 A decision of an anti-doping rule violation or violation of Article 10.14.1 made by or on behalf of a Signatory *Anti-Doping Organisation*, an appellate body (Article 13.2.2 of the World Anti-Doping Code) or CAS will, after the parties to the proceeding are notified, automatically be binding beyond the parties to the proceeding upon the IBU, BIU, and NF Members, as well as every Signatory in every sport with the effects described below.

15.1.1.1 A decision by any of the above-described bodies imposing a Provisional Suspension ~~(after a Provisional Hearing has occurred or automatically prohibits~~ the Athlete or other Person has either accepted the from participation (as described in Article 10.14.1) in all sports within the authority of any Signatory during the Provisional Suspension.

15.1.1.2 A decision by any of the above-described bodies imposing a period of Ineligibility (after a hearing has occurred or been waived) automatically prohibits the Athlete or other Person from participation (as described in Article 10.14.1) in all sports within the authority of any Signatory for the period of Ineligibility.

15.1.1.3 A decision by any of the above-described bodies accepting an anti-doping rule violation or violation of Article 10.14.1 automatically binds all Signatories.

15.1.1.4 A decision by any of the above-described bodies to Disqualify results under Article 10.10 for a specified period automatically Disqualifies all results obtained within the authority of any Signatory during the specified period.

15.1.2 Each of the IBU, BIU, and NF Members must shall recognise and implement a decision and its effects as required by Article 15.1.1, without any further action required, on the earlier of the date the IBU/BIU receives actual notice of the decision or the date the decision is placed into ADAMS.

[Comment to Article 15.1.2: This may include notifying the decision to Persons with a need to know, in accordance with Article 14.1.5 of the World Anti-Doping Code.]

15.1.3 A decision by an Anti-Doping Organisation, ~~a national~~ appellate body or CAS to suspend (or lift) Consequences will be binding upon the IBU, BIU, and NF Members without any further action required, on the earlier of (i) the date the BIU receives actual notice of the decision or (ii) the date the decision is placed into ADAMS.

15.1.4 Notwithstanding any provision in Article 15.1.1, a decision of an anti-doping rule violation or violation of Article 10.14.1 by a Major Event Organisation made in an expedited process during an Event will not be binding on the IBU, BIU or NF Members unless the rules of the Major Event Organisation provide the Athlete or other Person with an opportunity to appeal under a non-expedited procedure.

[Comment to Article 15.1.4: By way of example, where the rules of the Major Event Organisation give the Athlete or other Person the option of choosing an expedited CAS appeal or a CAS appeal under normal CAS procedure, the final decision or adjudication by the Major Event Organisation is binding on other Signatories regardless of whether the Athlete or other Person chooses the expedited appeal option.]

15.2. Implementation of other decisions by Anti-Doping Organisations

The BIU (on behalf of the IBU) ~~and NF Members~~ may decide to implement other anti-doping decisions rendered by Anti-Doping Organisations not described in Article 15.1.1 above. ~~such as a~~. In such circumstances, such decisions shall be automatically implemented by the NF Members

[Comment to Articles 15.1 and 15.2: Anti-Doping Organisation decisions under Article 15.1 are implemented automatically by other Signatories without the requirement of any decision or further action on the Signatories' part. For example, when a National Anti-Doping Organisation decides to Provisionally Suspend an Athlete, that decision is given automatic effect at the International Federation level. To be clear, the 'decision' is the one made by the National Anti-Doping Organisation, there is not a separate decision to be made by the International Federation. Thus, any claim by the Athlete that the Provisional Suspension was improperly imposed can only be asserted against the National Anti-Doping Organisation. Implementation of Anti-Doping Organisations' decisions under Article 15.2 is subject to each Signatory's discretion. A Signatory's implementation of a decision under Article 15.1 or Article 15.2 is not appealable separately from any appeal of the underlying decision. The extent of recognition of ~~TUE~~Therapeutic Use Exemption decisions of other Anti-Doping Organisations shall be determined by Article 4.4 and the International Standard for Therapeutic Use Exemptions.]

15.3. Implementation of decisions by body that is not a Signatory

An anti-doping decision by a body that is not a Signatory to the World Anti-Doping Code must shall be implemented by the IBU, BIU, ~~and NF Members~~. If the BIU finds that the decision purports to be within the authority of that body and the anti-doping rules of that body are otherwise consistent with the World Anti-Doping Code. In such circumstances, such decisions shall be automatically implemented by the IBU's National Federations.

[Comment to Article 15.3: Where the decision of a body that has not accepted the World Anti-Doping Code is in some respects Code compliant and in other respects not Code compliant, the IBU, BIU, and NF Members should Attempt to apply the decision in harmony with the principles of the World Anti-Doping Code. For example, if in a process consistent with the World Anti-Doping Code a non-Signatory has found an Athlete to have committed an anti-doping rule violation on account of the presence of a Prohibited Substance in the Athlete's body but the period of Ineligibility applied is shorter than the period provided for in the World Anti-Doping Code, then the IBU, BIU, and NF Members should recognise the finding of an anti-doping rule violation and the Athlete's National Anti-Doping Organisation should conduct a hearing consistent with Article 8 to determine whether the longer period of Ineligibility provided in the World Anti-Doping Code should be imposed. The IBU's/BIU's or other Signatory's implementation of a decision, or their decision not to implement a decision under Article 15.3, is appealable under Article 13.]

16. Statute of limitations

No anti-doping rule violation or violation of Article 10.14.1 proceeding may be commenced against an Athlete or other Person unless they have been notified of the anti-doping rule violation as provided in Article 7, or notification has been reasonably attempted, within ten years from the date the violation is asserted to have occurred.

17. Compliance reports

The BIU will report to WADA on the IBU's compliance with the World Anti-Doping Code in accordance with Article 24 of the World Anti-Doping Code and the International Standard for Code Compliance by Signatories.

18. Education

The BIU will plan, implement, monitor and evaluate, ~~and promote an~~ Education program in line with the requirements of Article 18-2 of the World Anti-Doping Code and the International Standard for Education.

The BIU shall ensure that its Education program raises awareness, provides accurate information, enhances decision-making capability, and develops clean sport behaviors in line with the spirit of sport and to be in compliance with the Code.

The BIU shall ensure that its Education program is progressive and in line with the main stages of the Athlete pathway, underpinned by a clear curriculum that includes (at a minimum) all topics as listed in the International Standard for Education. Such topics and content should be adapted in line with the Athlete pathway.

19.

Interpretation of the World Anti-Doping Code

19.1 The official text of the World Anti-Doping Code will be maintained by WADA and published in English and French. In the event of any conflict between the English and French versions, the English version ~~will shall~~ prevail.

19.2 The comments annotating various provisions of the World Anti-Doping Code ~~will shall~~ be used to interpret the World Anti-Doping Code.

19.3 The World Anti-Doping Code ~~must shall~~ be interpreted as an independent and autonomous text and not by reference to the existing law or statutes of the Signatories or governments.

19.4 The headings used for the various Parts and Articles of the World Anti-Doping Code are for convenience only and shall not be deemed part of the substance of the World Anti-Doping Code or to affect in any way the language of the provisions to which they refer.

19.5 Where the term 'days' is used in the World Anti-Doping Code or an International Standard, it means calendar days unless otherwise specified.

19.6 Where the term "shall" is used in the World Anti-Doping Code or an International Standard, it means a mandatory obligation that must be adhered to; where the term "should" is used in the World Anti-Doping Code or an International Standard, it means something is considered a best practice or is encouraged to be followed but is not mandatory.

19.76 The World Anti-Doping Code ~~will shall~~ not apply retroactively to matters pending before the date the World Anti-Doping Code is accepted by a Signatory and implemented in its rules. However, pre-Code anti-doping rule violations would continue to count as 'First violations' or 'Second violations' for purposes of determining sanctions under Article 10 for subsequent post-Code violations.

19.87 The Purpose, Scope and Organisation of the World Anti-Doping Program and the World Anti-Doping Code and Appendix 1, Definitions, shall beare considered integral parts of the World Anti-Doping Code.

20. Definitions

When used in these IBU Anti-Doping Rules, the following words or terms have the following meanings (the defined terms below include their plural and possessive forms, as well as those terms used as other parts of speech):

ADAMS: The Anti-Doping Administration and Management System (ADAMS) 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.

ADR Effective Date: As defined in Article 1.4.

Administration: Providing, supplying, supervising, facilitating, or otherwise participating in the Use or Attempted Use by another Person of a Prohibited Substance or Prohibited Method. However, this definition will not include the actions of bona fide medical personnel involving a Prohibited Substance or Prohibited Method Used for genuine and legal therapeutic purposes or other acceptable justification and will not include actions involving Prohibited Substances that are not prohibited in Out-of-Competition Testing unless the circumstances as a whole demonstrate that such Prohibited Substances are not intended for genuine and legal therapeutic purposes or are intended to enhance sport performance.

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 Circumstances: Circumstances involving, or actions by, an Athlete or other Person that may justify the imposition of a period of Ineligibility greater than the otherwise applicable standard sanction. Such circumstances and actions include, but are not limited to: the Athlete or other Person Used or Possessed multiple Prohibited Substances or Prohibited Methods, Used or Possessed a Prohibited Substance or Prohibited Method on multiple occasions or committed multiple other anti-doping rule violations; a normal individual would be likely to enjoy the performance-enhancing effects of the anti-doping rule violation(s) beyond the otherwise applicable period of Ineligibility; the anti-doping rule violation was committed as part of a sophisticated doping scheme or plan; the Athlete or other Person engaged in deceptive or obstructive conduct to avoid the detection or adjudication of an anti-doping rule violation; ~~or the~~. For the avoidance of doubt, the examples of circumstances and conduct described herein are not exclusive and other similar circumstances or conduct may also justify the imposition of a longer period of Ineligibility.

Anti-Doping Activities: Anti-doping Education and information, test distribution planning, maintenance of a Registered Testing Pool, managing Athlete Biological Passports, conducting Testing, organising analysis of Samples, gathering of intelligence and conduct of investigations, processing of ~~TUE~~Therapeutic Use Exemption applications, Results Management, 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 Organisation, as set out in the World Anti-Doping Code and/or the International Standards.

Anti-Doping Organisation: 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 Organisations that conduct Testing at their Events, the IBU and other international federations, and National Anti-Doping Organisations.

[Comment to Anti-Doping Organisation: Depending on the context, a reference in the IBU Anti-Doping Rules to an Anti-Doping Organisation may also include a Delegated Third Party acting on behalf of that Anti-Doping Organisation.]

Arbtrial Tribunal. has the meaning given to it in the IBU Procedural Rules.

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 Organisation). An Anti-Doping Organisation 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.' In relation to Athletes who are neither International-Level Athletes nor National-Level Athletes, an Anti-Doping Organisation may elect to conduct limited Testing or no Testing at all; analyse Samples for less than the full menu of Prohibited Substances; require limited or no whereabouts information; or not require advance ~~TUE~~Therapeutic Use Exemptions. However, if an Article 2.1, 2.3 or 2.5 anti-doping rule violation is committed by any Athlete over whom an Anti-Doping Organisation has elected to exercise its authority to test and who competes below the international or national level, then the Consequences set forth in these IBU Anti-Doping Rules

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	mustshall be applied. For purposes of Article 2.8 and Article 2.9 and for purposes of anti-doping information and Education, any Person who participates in sport under the authority of any Signatory, government, or other sports organisation accepting the World Anti-Doping Code is an Athlete. [Comment to Athlete: <u>For the avoidance of doubt, the IBU may not adopt different rules for such Athletes (including with respect to Therapeutic Use Exemptions) except with respect to the matters explicitly referenced above or as expressly allowed by an International Standard.</u> 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 Organisation has chosen to exercise authority, 4) Recreational Athlete, and 5) individuals over whom no International Federation or National Anti-Doping Organisation has, or has chosen to, exercise authority. All International- and National-Level Athletes are subject to the anti-doping rules of the World Anti-Doping 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 Organisations.] Athlete Biological Passport: The program and methods of gathering and collating data as described in the International Standard <u>for Testing and International Standard for Laboratories.</u> Athlete Support Personnel/Athlete Support Person: 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. Attempt: Purposely engaging in conduct that constitutes a substantial step in a course of conduct planned to culminate in the commission of an anti-doping rule violation; provided, however, that there will be no anti-doping rule violation based solely on an Attempt to commit a violation if the Person renounces the Attempt prior to it being discovered by a third party not involved in the Attempt. Atypical Finding: A report from a WADA-accredited laboratory or other WADA-approved laboratory that requires further investigation prior to the determination of an Adverse Analytical Finding, as provided in the<u>by the applicable</u> International Standards <u>(including related Technical Documents or Technical Letters), or as directed by WADA, prior to the final determination about the finding (i.e., the establishing, or not, of an anti-doping rule violation).</u> Atypical Passport Finding: A report described as an Atypical Passport Finding as described in the applicable International Standards. BIU: As defined in Article 1.1.5. CAS: The Court of Arbitration for Sport. Competition: A single race, match, game or singular sport contest. For example, a basketball game or the finals of the Olympic 100-meter race in athletics. For stage races and other sport contests where prizes are awarded on a daily or other interim basis the distinction between a Competition and an Event will be as provided in the rules of the applicable international federation. Consequences of anti-doping rule violations ('Consequences'): An Athlete's or other Person's anti-doping rule violation 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, titles, prize money, 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, Event or other activity or funding, as provided in Article 10.14; (c) Provisional Suspension means the Athlete or other Person is barred temporarily from participating in any Competition, Event 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. Contaminated Source/Produet: A product that contains a <u>that is not disclosed on the product label or in information available in a reasonable internet search. An unforeseeable source of a Prohibited Substance such as: using or taking a medication or supplement that contains a Prohibited Substance that is not disclosed on the product label or in information accessible by a reasonable artificial intelligence or comparable search; consumption of a food or drink, such as contaminated meat or liquid, that contains a Prohibited Substance with no advance warning, disclosure or other basis to suspect that it may contain a Prohibited Substance; exposure to a Prohibited Substance through the Athlete's direct physical contact with a third person or physical contact with objects touched or handled by the third person.</u> Decision Limit: The value above which a quantitative analyticalof the result for a Threshold threshold Substance in a Sample shall be reported as a above which an Adverse Analytical Finding will be reported, as defined in the for Laboratories. [Comment to Decision Limit: <u>For more information on Decision Limits and which Threshold Substances they are applied for refer to the ISL TD PL and other applicable Technical Documents (e.g., ISL TD GH, ISL TD CG/LH.)</u> Delegated Third Party: Any Person to whom the IBU, BIU on behalf of the IBU, or any other Anti-Doping Organisation delegates any aspect of Doping Control or anti-doping Education programs including, but not limited to, third parties or other Anti-Doping Organisations that conduct Sample collection or other Doping Control services or anti-doping Educational programs on behalf of the IBU, BIU, or other Anti-Doping Organisation, or individuals serving as independent contractors who perform Doping Control services on behalf of the IBU, BIU, or other Anti-Doping Organisation (e.g., non-employee Doping Control officers or chaperones). This definition does not include CAS. Disqualification: See Consequences of anti-doping rule violations, above. 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, the<u>Therapeutic Use Exemptions</u>, Sample collection and handling, laboratory analysis, Results Management, and investigations or proceedings relating to violations of Article 10.14 (Status during Ineligibility or Provisional Suspension). Education: The process of learning to instil values and develop behaviours 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 or the IBU World Championships). Event Period: The time between the beginning and end of an Event, as established by the ruling body of the Event. Event Venues: Those venues so designated by the ruling body for the Event.
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	Fault: Fault is any breach of duty or any lack of care appropriate to a particular situation. Factors to be taken into consideration in assessing an Athlete's or other Person's degree of Fault include, for example, the Athlete's or other Person's experience, whether the Athlete or other Person is a Protected Person <u>or a</u> Minor, special considerations such as impairment, the degree of risk that should have been perceived by the Athlete and the level of care and investigation exercised by the Athlete in relation to what should have been the perceived level of risk. In assessing the Athlete's or other Person's degree of Fault, the circumstances considered mustshall be specific and relevant to explain the Athlete's or other Person's departure from the expected standard of behaviour. Thus, for example, the fact that an Athlete would lose the opportunity to earn large sums of money during a period of Ineligibility, or the fact that the Athlete only has a short time left in a career, or the timing of the sporting calendar, would not be relevant factors to be considered in reducing the period of Ineligibility under Article 10.6.4 or 10.6.2. [Comment: The criteria for assessing an Athlete's degree of Fault are the same under all Articles where Fault is to be considered. However, under Article 10.6.2, no reduction of sanction is appropriate unless, when the degree of Fault is assessed, the conclusion is that No Significant Fault or Negligence on the part of the Athlete or other Person was involved.] Financial Consequences: See Consequences of anti-doping rule violations, above. IBU RTP: As defined in Article 5.5.1. In-Competition: The period commencing at 11:59 p.m. on the day before a Competition in which the Athlete is scheduled to participate through to the end of such Competition and the Sample collection process related to such Competition. [Comment: Having a universally accepted definition for In-Competition provides greater harmonisation among Athletes across all sports, eliminates or reduces confusion among Athletes about the relevant timeframe for In-Competition Testing, avoids inadvertent Adverse Analytical Findings in between Competitions during an Event, and assists in preventing any potential performance enhancement benefits from substances prohibited Out-of-Competition being carried over to the Competition period.] Independent Observer Program: A team of observers and/or auditors, under the supervision of WADA, who observe and may 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. Independent Review Expert: <u>The role of the Independent Review Expert is to review those rare cases where, as described in Article 7.8.1, an Anti-Doping Organization the IBU has decided not to proceed with the normal Results Management process. Two individuals will be appointed to undertake the Independent Review Expert responsibilities described in Article 7.8 – a Primary Independent Review Expert and a Backup Independent Review Expert who will serve in the event the Primary Independent Review Expert is not available to promptly review a case or has a conflict of interest. The Primary and Backup Independent Review Experts shall be legal experts having extensive experience with anti-doping Results Management and with an established reputation of integrity and fairness. Stakeholders will be invited to submit, or encourage individuals to submit, Independent Review Expert applications to WADA's Independent Nominations Committee. That Committee will nominate at least two individuals which it believes are qualified to serve as the Primary Independent Review Expert or Backup Independent Review Expert. The Primary and Backup Independent Review Experts will then be selected by the WADA Executive Committee to serve under terms of reference which will address compensation, length of service term and other details of the engagement.</u> Individual Sport: Any sport that is not a Team Sport, i.e. individual, pursuit, sprint, super sprint and mass start Competitions. Ineligibility: See Consequences of anti-doping rule violations, above. Institutional Independence: Herein addition to the requirements of Operational Independence,<u>hearing</u> panels on appeal mustshall be fully independent institutionally from the Anti-Doping Organisation responsible for Results Management <u>as well as from any national sports governing body or other national sports organisation.</u> They mustshall therefore not in any way be administered by, connected to or subject to the Anti-Doping Organisation responsible for Results Management <u>or any national sports governing body or other national sports organisation.</u> International Competition: as defined in the IBU Constitution. International Event: An Event where the International Olympic Committee, the International Paralympic Committee, the IBU, a Major Event Organisation, or another international sport organisation is the ruling body for the Event or appoints the technical officials for the Event. In respect of the IBU, an Event is an International Event if it is an International Competition (as that term is defined in the Constitution). International-Level Athlete: Athletes who compete in sport at the international level, as defined by each international federation, consistent with the International Standard <u>for Testing.</u> For the sport of Biathlon, International-Level Athletes are defined as set out in Article 1.2.3. [Comment: Consistent with the International Standard <u>for Testing</u>, the international federation is free to determine the criteria it will use to classify Athletes as International-Level Athletes, e.g., by ranking, by participation in particular International Events, by type of license, etc. However, it mustshall publish those criteria in clear and concise form, so that Athletes are able to ascertain quickly and easily when they will become classified as International-Level Athletes. For example, if the criteria include participation in certain International Events, the international federation mustshall publish a list of those International Events.] International Standard: A standard adopted by WADA in support of the World Anti-Doping Code. International Standards include any Technical Documents <u>and Technical Letters</u> issued pursuant to the International Standard. Major Event Organisations: The continental associations of National Olympic Committees and other international multi-sport organisations that function as the ruling body for any continental, regional or other International Event. Marker: A compound, group of compounds or biological variable(s) that indicates the Use of a Prohibited Substance or Prohibited Method. Metabolite: Any substance produced by a biotransformation process. Minimum Reporting Level: The estimated concentration of a accredited laboratories<u>Value below which an estimated analytical result for some Non-Threshold Substances</u> should not report that be reported as an Adverse Analytical Finding. [Comment to Minimum Reporting Level: <u>For more information on Minimum Reporting Levels and the Non-Threshold Substances to which they shall be applied, refer to the ISL TD MRPL.</u> Minor: A natural Person who has not reached the age of eighteen (18) years<u>18.</u> [Comment to Minor: <u>For context, see Comment to Protected Person. Any circumstance where a Minor is to be treated differently than other Persons or Athletes has been specifically identified in the Code. It should not be assumed that different treatment was intended where it is not specifically expressed.</u>
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Monitoring Program: Laboratory Analytical Testing program including substances or methods that are not in the Prohibited List, but that WADA wishes to monitor in order to detect potential patterns of misuse in sport.

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

National Anti-Doping Organization Operational Independence: This means that (1) a National Anti-Doping Organization shall establish sufficient legal, organizational, procedural, and/or contractual safeguards in order to prevent any undue influence, interference, or involvement in its management or operational activities to ensure the independent implementation of its anti-doping program; and (2) a National Anti-Doping Organization shall ensure that no Person is involved in its management or operational activities if such Person has a real or potential conflict of interest regarding the implementation of its operational activities; without limitation this would occur in circumstances where a Person is concurrently involved in the management or operational activities of the National Anti-Doping Organization and the management or operational activities of a National Federation, other national sports governing body or other national sports organization or government department with responsibility for sport or anti-doping.

[Comment to National Anti-Doping Organization Operational Independence: A National Anti-Doping Organization's operational activities include the implementation of day-to-day administration and decision-making regarding staff and budget allocation, and the Doping Control process.]

The requirement of National Anti-Doping Organization Operational Independence would not prohibit, for example, the collaboration between Signatory staff members at International Events; National Anti-Doping Organization representatives providing expert advice to other Anti-Doping Organizations; the involvement of state-employed doctors or nurses as sample collection personnel; the participation of National Anti-Doping Organization staff in local sports associations or clubs; or the involvement of National Federation staff in anti-doping Education activities.

Where the National Olympic Committee is acting as a National Anti-Doping Organization pursuant to Article 20.4.6, it shall comply with the requirements of National Anti-Doping Organization Operational Independence. If, however, the National Olympic Committee acting as the National Anti-Doping Organization cannot ensure that it fully respects the requirements of National Anti-Doping Organization Operational Independence, it should delegate its Doping Control activities to a Delegated Third Party for independent implementation.]

National Event: A sport Event involving predominately international or National-Level Athletes that is not an International Event.

National-Level Athlete: Athletes who compete in sport at the national level, as defined by each National Anti-Doping Organisation, consistent with the International Standard for Testing.

National Olympic Committee: The organisation recognised by the International Olympic Committee. The term National Olympic Committee will 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.

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

NI Member: as defined in the Constitution.

No Fault or Negligence: The Athlete or other Person's establishing that they did not know or suspect, and could not reasonably have known or suspected even with the exercise of utmost caution, that they had Used or been Administered the Prohibited Substance or Prohibited Method or otherwise violated an anti-doping rule. Except in the case of a Protected Person or Recreational Athlete, for any violation of Article 2.1, the Athlete must also establish how the Prohibited Substance entered their system.

No Significant Fault or Negligence: The Athlete or other Person's establishing that any Fault or negligence, when viewed in the totality of the circumstances and taking into account the criteria for No Fault or Negligence, was not significant in relation to the anti-doping rule violation. Except in the case of a Protected Person or Recreational Athlete, for any violation of Article 2.1, the Athlete must also establish how the Prohibited Substance entered their system.

Operational Independence: This means that (1) board members, staff members, commission members, consultants, and officials of the Anti-Doping Organisation with responsibility for Results Management authority or its affiliates (e.g., member federation or confederation), as well as any Person involved in the investigation and pre-adjudication of the matter cannot be appointed as members and/or clerks (to the extent that such clerk is involved in the deliberation process and/or drafting of any decision) of hearing panels of that Anti-Doping Organisation with responsibility for Results Management authority and (2) hearing panels shall be in a position to conduct the hearing and decision-making process without interference from the Anti-Doping Organisation or any third party. The objective is to ensure that members of the hearing panel or individuals otherwise involved in the decision of the hearing panel, are not involved in the investigation of, or decisions to proceed with, the case. In addition, hearings shall not be conducted (whether by delegation or otherwise) by Persons appointed by, or under the authority of, National Federations or any other national sports governing bodies or other national sports organizations.

[Comment to Operational Independence: Further description of the requirements for service on hearing panels, with examples, may be provided by WADA in the Guidelines for the International Standard for Results Management.]

Out-of-Competition: Any period that is not In-Competition.

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

Possession: The actual, physical Possession, or the constructive Possession (which will be found only if the Person has exclusive control or intends to exercise control over the Prohibited Substance/method-Method or the premises in which a Prohibited Substance/Method exists); provided, however, that if the Person does not have exclusive control over the Prohibited Substance/Method or the premises in which a Prohibited Substance/Method exists, constructive Possession will only be found if the Person knew about the presence of the Prohibited Substance/Method and intended to exercise control over it. Provided, however, there will be no anti-doping rule violation based solely on Possession if, prior to receiving notification of any kind that the Person has committed an anti-doping rule violation, the Person has taken concrete action demonstrating that the Person never intended to have Possession and has renounced Possession by explicitly declaring it to an Anti-Doping Organisation. Notwithstanding anything to the

contrary in this definition, the purchase (including by any electronic or other means) of a Prohibited Substance or Prohibited Method constitutes Possession by the Person who makes the purchase.

[Comment to Possession: Under this definition, anabolic steroids found in an Athlete's car would constitute a violation unless the Athlete establishes that someone else used the car; in that event, the BIU must establish that, even though the Athlete did not have exclusive control over the car, the Athlete knew about the anabolic steroids and intended to have control over them. Similarly, in the example of anabolic steroids found in a home medicine cabinet under the joint control of an Athlete and spouse, the BIU must establish that the Athlete knew the anabolic steroids were in the cabinet and that the Athlete intended to exercise control over them. The act of purchasing a Prohibited Substance alone constitutes Possession, even where, for example, the product does not arrive, is received by someone else, or is sent to a third-party address.]

Prohibited List: The list identifying the Prohibited Substances and Prohibited Methods.

Prohibited Method: Any method so described on the Prohibited List.

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

Protected Person: An Athlete or other natural Person who at the time of the anti-doping rule violation: (i) has not reached the age of 16; (ii) has not reached the age of 18 and is not included in any Registered Testing Pool and has never competed in any International Event in an open category; or (iii) for reasons other than age has been determined to lack legal capacity under applicable national legislation.

[Comment: Not every Minor is a Protected Person. The Code differentiates between different groups of Minors based on two criteria: (i) age and (ii) level of sporting performance. Below the age of 16, Minors always qualify as Protected Persons. It is assumed that they are unable, in principle, to control their behavior in the same way as adults and therefore need to be given special treatment. Where Minors are over 16 (but below 18) years of age, they are assumed to have a higher level of understanding and, depending on their sporting level, better access to anti-doping Education. This justifies treating the age group between 16-18 differently from the age group below 16. The term "open category" is meant to exclude competition that is limited to junior or age group categories.]

Athletes with a documented lack of legal capacity due to an intellectual impairment always qualify as Protected Persons independently of their age.

The purpose of the category of Protected Person is to take into account that an Athlete or other Person may not possess the mental capacity to sufficiently understand and appreciate the prohibitions against conduct contained in the Code. The special treatment of Protected Person flows from the fact that the central criteria to determine the period of Ineligibility is "Fault". Those circumstances where a Protected Person, Minor or Recreational Athlete is to be treated differently than other Persons or Athletes have been specifically identified in the World Anti-Doping Code. It should not be assumed, with respect to Article 7.4 or any other Article in the World Anti-Doping Code, that different treatment was intended where it is not specifically expressed. The World Anti-Doping Code and these IBU Anti-Doping Rules treat Protected Persons differently than other Athletes or Persons in certain circumstances based on the understanding that, below a certain age or intellectual capacity, an Athlete or other Person may not possess the mental capacity to understand and appreciate the prohibitions against conduct contained in the World Anti-Doping Code. This would include, for example, a Paralympic Athlete with a documented lack of legal capacity due to an intellectual impairment. The term "open category" is meant to exclude competition that is limited to junior or age group categories.]

Provisional Suspension: See Consequences of anti-doping rule violations, above.

Public Disclosure (or Public Disclosure): See Consequences of anti-doping rule violations, above.

Quality Assurance: Processes aimed at maintaining and improving the quality of Analytical Testing Procedures (as further defined in the International Standard for Laboratories), i.e. quality control, quality improvement, method development and validation, generation and evaluation of reference population data, analysis of substances included in the WADA Monitoring Program as described in Code Article 4.5, and any other legitimate Quality Assurance process, as determined by WADA, aimed at monitoring the validity of Analytical Testing Procedures applied to the analysis of Prohibited Substances and Prohibited Methods for the purposes established in Code Article 6.2.

Recreational Athlete: A natural Person who is so defined by the relevant National Anti-Doping Organisation; provided, however, the term does not include any Person who, within the five years prior to committing any anti-doping rule violation, has, in the same sport, been an International-Level Athlete (as defined by each International Federation consistent with the International Standard for Testing) or National-Level Athlete (as defined by each National Anti-Doping Organisation consistent with the International Standard for Testing), has participated in the sport in a professional capacity, has competed in an International Event or National Event, represented any country in an International Event in an open category or has been included within any Registered Testing Pool or other whereabouts information pool maintained by any International Federation or National Anti-Doping Organisation.

[Comment: With respect to the term "professional capacity," further guidance may be provided in the International Standard for Results Management or guidelines.]

The term "open category" is meant to exclude Competition that is limited to junior or age group categories.]

Regional Anti-Doping Organisation: A regional entity designated by member countries to coordinate and manage delegated areas of their national anti-doping programs, which may include the adoption and implementation of anti-doping rules, the planning and collection of Samples, the management of results, the review of Therapeutic Use Exemptions, the conduct of hearings, and the conduct of Educational programs at a regional level.

Registered Testing Pool: The pool of highest-priority Athletes established separately at the international level by the BIU, and at the national level by National Anti-Doping Organisations, who are subject to at least a minimum level of Out-of-Competition Testing as part of that international federation's or National Anti-Doping Organisation's test distribution plan and therefore are required to provide whereabouts information as provided in Article 5.5 and the International Standard for Testing. See also definition of IBU RTP.

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: 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.]

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Signatories: Those entities accepting the World Anti-Doping Code and agreeing to implement the World Anti-Doping Code, as provided in Article 23 of the World Anti-Doping Code.

Specified Method: See Article 4.2.2.

Specified Substance: As defined in Article 4.2.2.

Strict Liability: The rule that provides that under Article 2.1 and Article 2.2, it is not necessary that intent, Fault, Negligence, or knowing Use on the Athlete's part be demonstrated by the Anti-Doping Organisation in order to establish an anti-doping rule violation.

Substance of Abuse: See Article 4.2.3.

Substantial Assistance: For purposes of Article 10.7.3.1, a Person providing Substantial Assistance ~~must~~shall: (1) fully disclose in a signed written statement or recorded interview all information they possess in relation to anti-doping rule violations or other proceeding described in Article 10.7.3.1, and (2) fully cooperate with the investigation and adjudication of any case or matter related to that information, including, for example, presenting testimony at a hearing if requested to do so by an Anti-Doping Organisation or hearing panel. Further, the information provided ~~must~~shall ~~remain~~be credible and ~~must~~be ~~valuable throughout any subsequent investigation or proceeding~~comprise an important part of any.

Tampering: Intentional conduct that subverts the Doping Control process ~~but that would not otherwise be included in the definition of s.~~ Tampering shall include, without limitation, offering or accepting a bribe to perform or fail to perform an act, preventing the collection of a Sample, affecting or making impossible the analysis of a Sample, falsifying documents submitted to an Anti-Doping Organisation or ~~TUE~~Therapeutic Use Exemption committee or hearing panel, procuring false testimony from witnesses, committing any other fraudulent act upon the Anti-Doping Organisation or hearing body to affect Results Management or the imposition of Consequences, and any other similar intentional interference or Attempted interference with any aspect of Doping Control.

[Comment to Tampering: For example, this Article would prohibit altering identification numbers on a Doping Control form during Testing, breaking the B bottle at the time of B Sample analysis, altering a Sample by the addition of a foreign substance, or intimidating or Attempting to intimidate a potential witness or a witness who has provided testimony or information in the Doping Control process. Tampering includes misconduct that occurs during the Results Management process. See Article 10.9.3.3. However, actions taken as part of a Person's legitimate defence to an anti-doping rule violation charge shall not be considered Tampering. Sample collection Personnel should be permitted to carry out their duties in a safe environment without interference or harassment. Offensive conduct towards a Doping Control official or other Person involved in Doping Control that does not otherwise constitute Tampering shall be addressed in the disciplinary rules of sport organisations.]

Target Testing: Selection of specific Athletes for Testing based on criteria set out in the International Standard for Testing.

Team Sport: A sport in which the substitution of players is permitted during a Competition, i.e. relay and mixed relay.

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.

Technical Letter: Mandatory technical requirements provided by WADA from time to time to address particular issues relating to the analysis, interpretation and reporting of specific Prohibited Substance(s) and/or Prohibited Method(s) or to the application of specific Laboratory or Athlete Biological Passport Laboratory procedures.

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

Testing Pool: The pool of Athletes that the International Federation or National Anti-Doping Organization considers to be a lesser priority and from sport/disciplines of lesser risk than those Athletes in the Registered Testing Pool and who are subject to at least a minimum level of Out-of-Competition Testing and required to provide whereabouts information as outlined in the International Standard for Testing.

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.

Trafficking: Selling, giving, transporting, sending, delivering or distributing (or Possessing for any such purpose) a Prohibited Substance or Prohibited Method (either physically or by any electronic or other means) by an Athlete, Athlete Support Personnel or any other Person subject to the authority of an Anti-Doping Organisation to any third party; provided, however, this definition ~~shall~~will not include: (1) the actions of 'bona fide' medical personnel involving a Prohibited Substance Used for genuine and legal therapeutic purposes, (2) or other acceptable justification, and will not include actions involving one or more Prohibited Substances that is/are not prohibited in Out-of-Competition Testing unless the circumstances as a whole demonstrate such Prohibited Substance(s) (a) is/are not intended for genuine and legal therapeutic purposes or (b) are intended to enhance sport performance, or (3) other acceptable justification.

[Comment to Trafficking: Acceptable justification would not include, for example, giving, transporting or delivering a Prohibited Substance to a friend or relative, except under justifiable medical circumstances where that Person had a physician's prescription, e.g., transporting and delivering Insulin to a diabetic child.]

TUE Therapeutic Use Exemption Committee: The panel appointed by the BIU to consider applications for the grant or recognition of ~~TUE~~Therapeutic Use Exemptions in accordance with Article 4.4.3. The BIU may appoint individuals to form such a panel, or it may delegate the appointment of the panel to the International Testing Agency (ITA) or other suitably qualified body.

Use: The utilisation, application, ingestion, injection or consumption by any means whatsoever of any Prohibited Substance or Prohibited Method.

WADA: The World Anti-Doping Agency.

Without Prejudice Agreement: For purposes of Articles 10.7.3.1 and 10.8-2, a written agreement between an Anti-Doping Organisation and an Athlete or other Person that allows the Athlete or other Person to provide information to the Anti-Doping Organisation in a defined time-limited setting with the understanding that, if an agreement for Substantial Assistance or a case resolution agreement is not finalised, the information provided by the Athlete or other Person in this particular setting may not be used by the Anti-Doping Organisation against the Athlete or other Person in any Results Management proceeding under the World Anti-Doping Code, and that the information provided by the Anti-Doping Organisation in this particular setting may not be used by the Athlete or other Person against the Anti-Doping Organisation in any Results Management proceeding under the World Anti-Doping Code. Such an agreement will not preclude the Anti-Doping Organisation, Athlete or other Person from using any information or evidence gathered from any source other than during the specific time-limited setting described in the agreement.

15.1 WCH Otepää 2027

15.2 WCH Hochfilzen 2028

15.3 WCH Oslo 2029

15.4 OWG French Alps 2030



15.1 WCH Otepää 2027

15.2 WCH Hochfilzen 2028

15.3 WCH Oslo 2029

15.4 OWG French Alps 2030



15.1 WCH Otepää 2027

15.2 WCH Hochfilzen 2028

15.3 WCH Oslo 2029

15.4 OWG French Alps 2030

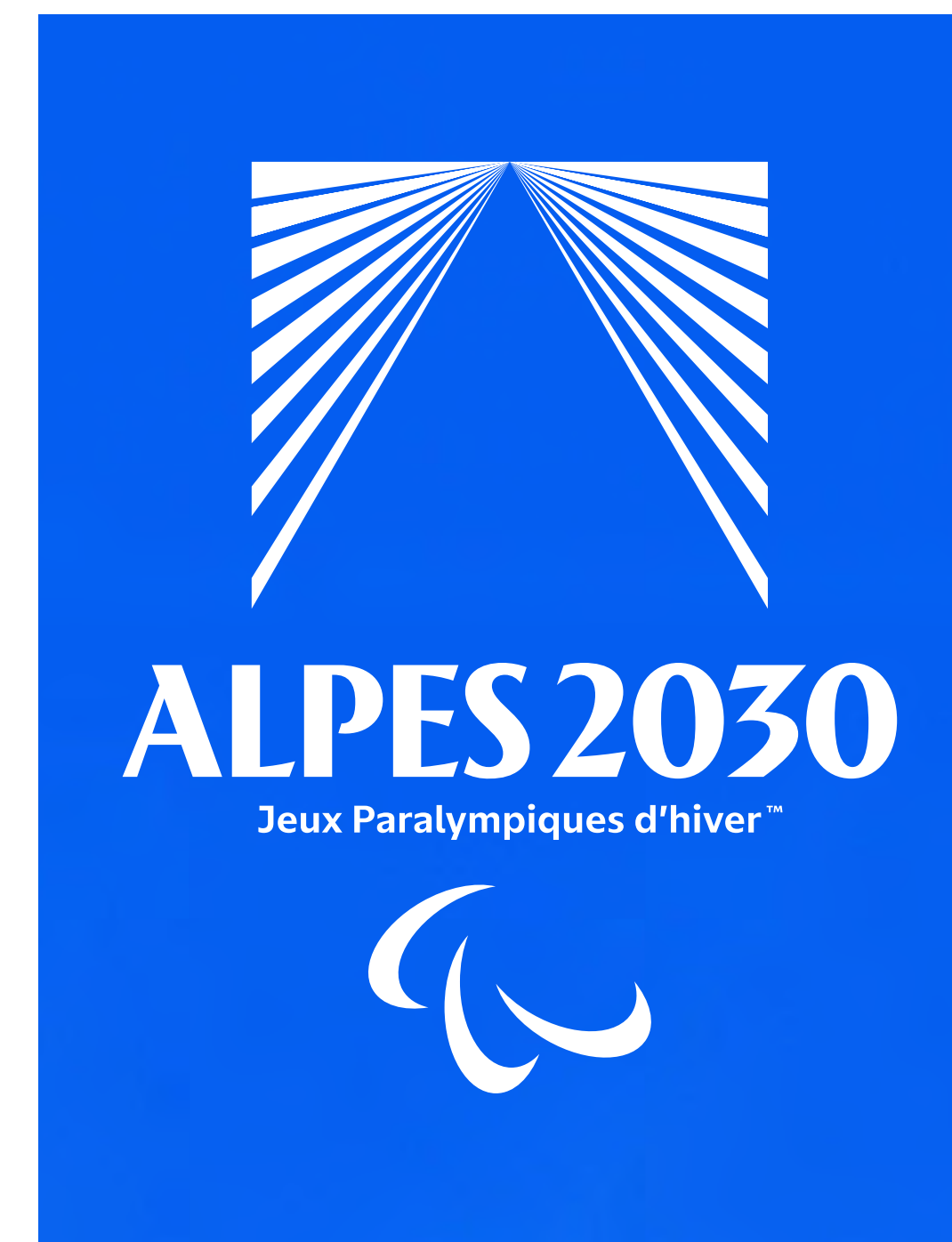


15.1 WCH Otepää 2027

15.2 WCH Hochfilzen 2028

15.3 WCH Oslo 2029

15.4 OWG French Alps 2030



16.1 Presentations of the candidates

- **16.1.1** Kontiolahti, Finland
- **16.1.2** Östersund, Sweden

16.2 Motion for appointing the host of the Biathlon WCHs 2031

16.1 Presentations of the candidates

- **16.1.1** Kontiolahti, Finland
- **16.1.2** Östersund, Sweden

16.2 Motion for appointing the host of the Biathlon WCHs 2031

16.1 Presentations of the candidates**16.2** Motion for appointing the host of the Biathlon WCHs 2031

- According to the Art. 13.2.12 it is within the powers of the Congress to approve the Executive Board's proposal for the award of the right to host the Biathlon World Championships to a full NF Member. The Executive Board will make a proposal during the Congress.

17.1 Presentations of the candidates

- **17.1.1** Great Britain
- **17.1.2** Greece

17.2 Election of the Host

- Name of Congress city: **Windsor, GBR**
Proposed Congress dates: **14-17 September 2028**
Name of Congress hotel: **De Vere Beaumont Estate, Windsor**



17.1 Presentations of the candidates

- **17.1.1** Great Britain
- **17.1.2** Greece

17.2 Election of the Host

- Name of Congress city: **Ancient Olympia, GRE**
Proposed Congress dates: **24-27 September 2028**
Name of Congress hotel: **International Olympic Academy Campus**



17.1 Presentations of the candidates**17.2** Election of the Host

- According to the Art. 13.2.13 it is within the powers of the Congress to elect the host, venue and date of the next Ordinary Congress meeting to be held in a year that is not an Olympic Year.

18.1 Procedure for elections presented by the chair of Election Committee

18.2 Candidate presentation for President

18.3 Election of the President

18.4 Candidate presentation for Vice President

18.5 Election of the Vice President

18.6 Candidate presentation for Treasurer

18.7 Election of the Treasurer

18.8 Candidate presentations for Executive Board

18.9 Election of the other Executive Board Members

18.10 Election of the Members of the Technical Committee

Procedure for Elections

The BIU Board, acting as the Election Committee, will be responsible for the correct conduct of the 2026 IBU elections.

Once Congress reaches the Elections agenda item, the Congress Chair will hand over the conduct of the election session to the Chair of the Election Committee, Dr Tanja Haug.

Each candidate who is present will be given an equal opportunity to make a presentation to Congress. The Chair of the Election Committee will then explain the voting procedure, including the number of selections required and the criteria for a valid vote.

The elections will be conducted by secret electronic vote using Votebox voting software. Paper ballots will be available as a backup if electronic voting cannot be used reliably in the opinion of the Election Committee.

Each full NF Member entitled to vote has one vote, which must be cast by its authorised voting delegate present at Congress. Voting by proxy or letter is not permitted.

For elections involving more than one position, delegates must select the same number of candidates as there are positions to be filled. A vote containing fewer or more selections will be void.

The voting system and the conduct of voting will be checked and monitored by the tellers appointed by Congress. Votes will be counted confidentially by the BIU Board, acting as the Election Committee, together with the tellers.

Acting under the formal authority of the BIU Board for the election session, the Chair of the Election Committee will announce each result and sign the official result sheet. No succeeding ballot will begin until the result of the previous ballot has been announced.

The number of votes received by each candidate will be published on the IBU website following Congress.

Election Sequence

The elections will take place in the following order:

1. President
2. Vice-President
3. Treasurer
4. Six other Executive Board members
5. Ten Technical Committee members

Tied Results

If candidates are tied for the final available place or places, a second ballot will be held among the tied candidates.

If the second ballot remains tied, a third ballot will be held. If the third ballot also remains tied, the result will be decided by lot.

18.1 Procedure for elections presented by the chair of Election Committee

18.2 Candidate presentation for President

18.3 Election of the President

18.4 Candidate presentation for Vice President

18.5 Election of the Vice President

18.6 Candidate presentation for Treasurer

18.7 Election of the Treasurer

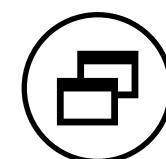
18.8 Candidate presentations for Executive Board

18.9 Election of the other Executive Board Members

18.10 Election of the Members of the Technical Committee

CANDIDATE FOR IBU PRESIDENT

- **Tim FARCNIK** SLO



CLICK HERE TO OPEN THE PROFILES AND CVs OF THE EXECUTIVE BOARD CANDIDATES



BACK TO THE AGENDA

18.1 Procedure for elections presented by the chair of Election Committee

18.2 Candidate presentation for President

18.3 Election of the President

18.4 Candidate presentation for Vice President

18.5 Election of the Vice President

18.6 Candidate presentation for Treasurer

18.7 Election of the Treasurer

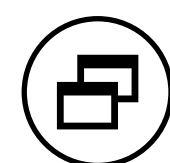
18.8 Candidate presentations for Executive Board

18.9 Election of the other Executive Board Members

18.10 Election of the Members of the Technical Committee

CANDIDATE FOR IBU VICE PRESIDENT

- **Sofia DOMEIJ** SWE



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18.3 Election of the President

18.4 Candidate presentation for Vice President

18.5 Election of the Vice President

18.6 Candidate presentation for Treasurer

18.7 Election of the Treasurer

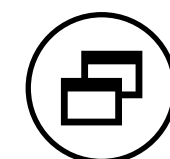
18.8 Candidate presentations for Executive Board

18.9 Election of the other Executive Board Members

18.10 Election of the Members of the Technical Committee

CANDIDATE FOR IBU TREASURER

- **Christian SCHERER** AUT



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18.3 Election of the President

18.4 Candidate presentation for Vice President

18.5 Election of the Vice President

18.6 Candidate presentation for Treasurer

18.7 Election of the Treasurer

18.8 Candidate presentations for Executive Board

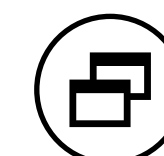
18.9 Election of the other Executive Board Members

18.10 Election of the Members of the Technical Committee

CANDIDATES FOR THE IBU EXECUTIVE BOARD

- **Paulina BATOVSKA-FIALKOVA** SVK
- **Tore BOYGARD** NOR
- **Atanas Ivanov FURNADSHIEV** BUL
- **Tarmo KARSNA** EST
- **Ivan KRULKO** UKR
- **Fabien SAGUEZ** FRA
- **Nathalie SANTER** ITA
- **Stefan SCHWARZBACH** GER
- **Michael WALKER** CAN
- **Elizabeth WINFIELD** GBR
- **Tamara WOLF** SUI

The full composition of the Executive Board must comprise at least three members of the male gender and three of the female gender.



CLICK HERE TO OPEN THE PROFILES AND CVs OF THE EXECUTIVE BOARD CANDIDATES



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18.1 Procedure for elections presented by the chair of Election Committee

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18.7 Election of the Treasurer

18.8 Candidate presentations for Executive Board

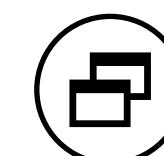
18.9 Election of the other Executive Board Members

18.10 Election of the Members of the Technical Committee

CANDIDATES FOR THE IBU TECHNICAL COMMITTEE

- **Knut Kuvas BREVIK** NOR
- **Fabrizio CURTAZ** ITA
- **Selina GASPARIN** SUI
- **Ludwig GREDLER** AUT
- **Ulrika OEBERG** SWE
- **Janez OZBOLT** SLO
- **Alois REITER** GER
- **Radovan SIMOCKO** SVK
- **Sara STUDEBAKER-HALL** USA
- **Emoke SZOCS** HUN
- **Kimmo TURUNEN** FIN
- **Christophe VASSALLO** FRA
- **Hillar ZAHKNA** EST
- **Michal ZICHACEK** CZE

There must be at least three members of the male gender and at least three members of the female gender among those elected.



CLICK HERE TO OPEN THE PROFILES AND CVs OF THE TECHNICAL COMMITTEE CANDIDATES



BACK TO THE AGENDA

- **IBU CERTIFICATE OF HONOUR FOR INDIVIDUALS**

According to Art. 1 of the IBU Rules for Honours (2026)

- **Márton SIMON** ROU

will be awarded the IBU Certificate of Honour

- **IBU MEDAL OF HONOUR**

According to Art. 4 of the IBU Rules for Honours (2026)

- **Ingemar ARWIDSON** SWE
- **Olle DAHLIN** SWE
- **Kalle LÄHDESMÄKI** FIN
- **Dan Gheorghe MIHOC** ROU
- **Dr Franz STEINLE** GER

will be awarded the IBU Medal of Honour

IBU HONORARY PRESIDENCY

According to Articles 9.4. and 13.2.17, Congress may, following nomination by the Executive Board, grant an Honorary Presidency upon a former President that has rendered outstanding services to the IBU and/or the sport of Biathlon.

The Congress is asked to confer Honorary Presidency on

Olle DAHLIN SWE

IBU President 2018-2026

