AGREEMENT
GOVERNING THE USE
AND
SHARING OF INFORMATION
IN
WADA'S
ANTI-DOPING ADMINISTRATION
AND MANAGEMENT SYSTEM ("ADAMS")

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THIS AGREEMENT, effective as of the date of the latest signature on the signature page below, is made by and between the World Anti-Doping Agency, a Swiss private law foundation with its seat in Lausanne, Switzerland and whose headquarters are at Suite 1700, 800 Place Victoria, Montreal, Quebec H4Z 1B7, Canada (“WADA”) and the Anti-Doping Organization known as ________________________________ whose principal place of business is at ____________________________________________ (“ADO”) (each referred to as a “Party” and jointly as the “Parties”).

WHEREAS:

A. WADA and ADO wish to ensure that the privacy interests of the persons participating in world anti-doping programs premised upon the World Anti-Doping Code (as amended from time to time) (the “Code”) are fully respected, as required by the Code and the International Standard for the Protection of Privacy and Personal Information (the “International Privacy Standard”). The Code provides, in particular, that Anti-Doping Organizations shall comply with applicable data protection and privacy laws with respect to their Processing of Personal Information relating to Participants or other Persons.

B. The International Privacy Standard establishes specific rules and standards relating to privacy and data protection, including the Processing of Personal Information by Anti-Doping Organizations in connection with their anti-doping programs, and requires both WADA and Anti-Doping Organizations to ensure that appropriate, sufficient and effective protections are in place, regardless of whether such protections are required by applicable laws.

C. WADA has developed and maintains a web-based Anti-Doping Administration and Management System (“ADAMS”) designed to enable it to fulfil its independent compliance monitoring role under the Code and to ensure the effective use of resources and sharing of information among Anti-Doping Organizations that collect and Process Doping Control-related data pertaining to Participants (including Athletes) and others, including Whereabouts Information, Therapeutic Use Exemptions, Athlete Biological Passport data, information relating to the management of Doping Control test planning and results, and anti-doping rule violations.

D. The Parties have decided to set out the terms and conditions governing the use of ADAMS to ensure that Personal Information and other information contained in ADAMS are subject to appropriate protections, as required by the Code, the International Privacy Standard and applicable laws.

NOW, THEREFORE, in consideration of the mutual promises and obligations set out below, the Parties, intending to be legally bound, agree and covenant as follows:

1. INTERPRETATION AND DEFINITIONS

1.1 Capitalized and italicized terms used in this Agreement shall have the meanings ascribed to them under the Code or the International Standards, in each case as amended from time to time. For ease of reference, the version of the International Privacy Standard currently in effect shall be made available on WADA’s website (www.wada-ama.org).
1.2 Additional definitions created for the purposes of this Agreement shall be underlined and have the following meanings:

“ADAMS Administrator” means a designated individual within WADA authorized to create ADAMS User accounts for an ADO, an ADO’s Organization Administrator and other relevant ADAMS Users;

“ADAMS User” means any party authorized to access ADAMS and that has been issued an ADAMS user account by WADA, ADO or any other Anti-Doping Organization with the appropriate authority to create such an account;

“ADAMS User Agreement” means an agreement between WADA and another Anti-Doping Organization governing the use of ADAMS, which is substantially similar to this Agreement;

“ADO” shall have the meaning ascribed to it in the preamble of this Agreement;

“Agreement” means this agreement, which is effective as of the date of the latest signature on the signature page below;

“Business Day” means a day (other than a Saturday or Sunday) on which banks are open for business in Montreal, Canada (standard or daylight saving time);

“Custodian” shall have the meaning ascribed to it in Section 2.3.2;

“Doping Control Officer” means a person who engages in the Testing of Athletes on behalf of ADO or another Anti-Doping Organization;

“Doping Control Form” means the form that a Doping Control Officer completes after Testing Athletes to record the taking of a Sample, including, where applicable, supplementary doping control forms completed for the purpose of the Athlete Biological Passport program;

“Force Majeure Event” means any exceptional or unpredictable circumstance beyond the reasonable control of either Party, including but not limited to fire, flood, earthquake, windstorm or other natural disaster; war; threat of or preparation for war,
armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions; terrorist attack, civil war, civil commotion or riots; nuclear, chemical or biological contamination or sonic boom; fire, explosion or accidental damage; extreme adverse weather conditions; collapse of building structures, failure of plant machinery, machinery, computers or vehicles; and interruption or failure of utility service, including but not limited to electric power, gas or water;

“Mission Order” means the instruction to carry out Testing on an Athlete that has been prepared and issued by ADO, WADA or any other Anti-Doping Organization with the appropriate authority to prepare and issue such an instruction sent to a Doping Control Officer, or other Sample Collection Authority, and which is generated in ADAMS;

“Module” means any program, module or feature that is made available in ADAMS;

“Organization Administrator” means a person within ADO who has been granted certain administration rights with respect to ADAMS by the ADAMS Administrator;

“Results Management” shall have the meaning ascribed to it in Schedule 5;

“Sensitive TUE-related Information” shall have the meaning ascribed to it in Schedule 2;

“TUE Review Committee” means the committee that reviews applications for TUEs; and

“Whereabouts Information” means location information of an Athlete, as specified more precisely in the International Standard for Testing and Investigations.

1.3 In this Agreement unless the context otherwise requires:

1.3.1 any reference to “writing” or related expressions includes a reference to cable, facsimile transmission, e-mail or comparable means of communication;

1.3.2 any reference to any provision of a statute, regulation or other legislation shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time;
1.3.3 all Section, Schedule and Appendix headings and titles are for convenience only and do not affect the interpretation of this Agreement;

1.3.4 references to Sections, Schedules and Appendices are to sections of, schedules to, and appendices to this Agreement; and

1.3.5 words in the singular shall include the plural and vice versa.

2. **ADO’S RIGHT TO ACCESS AND USE ADAMS**

2.1 Subject to the terms of this Agreement, ADO may use the *ADAMS* Modules. ADO acknowledges and agrees that WADA will have automatic access to the information submitted by ADO in *ADAMS* for the purpose of fulfilling its independent compliance monitoring role under the *Code* and the *International Standards*.

2.2 ADO’s use of each Module shall be subject to such additional terms as appear in the Schedule corresponding to such Module. The Schedules shall be incorporated into and form an integral part of this Agreement. In the event that there is any inconsistency between any of the provisions of this Agreement and any Schedule(s), the provisions appearing in the relevant Schedule(s) shall prevail. WADA may vary the terms of or add Schedules to the Agreement to reflect modifications to or additional Modules available in *ADAMS* at any time. In such event, WADA shall provide notice to ADO in accordance with this Agreement and shall attach a copy of the revised or new Schedule(s) to such notice. The revised or new Schedule(s) shall be deemed incorporated into this Agreement upon receipt by ADO of the foregoing notice.

2.3 ADO shall have the right to access and use *ADAMS* for the following anti-doping purposes:

2.3.1 maintain an *ADAMS* User profile (which may include details of ADO’s organizational structure, address, as well as names and contact details of persons within ADO);

2.3.2 create and maintain a profile in *ADAMS* for each Participant (including Athletes) that it has the authority under the *Code* to test for anti-doping purposes, such profile to comprise some or all of the following information:

(a) name (including first name and last name);

(b) *Registered Testing Pool*;

(c) date of birth;

(d) gender;

(e) sport nationality(-ies);

(f) a list of sports and disciplines in which an *Athlete* competes in or a *Participant* is involved in;
(g) a list of federations to which the Participant belongs (including start date and end date (if applicable) when the Participant became registered with a particular federation);

(h) a list, including names and contact details, of all other Anti-Doping Organizations to which the Participant belongs;

(i) a list of all other Anti-Doping Organizations that are authorized to and can access the Participant's Doping Control-related data;

(j) for Athletes, an indication of whether the Athlete competes at a national or international level;

(k) contact information, including e-mail, telephone number and address;

(l) a photo; and

(m) for Paralympic Athletes, the disability class in which the Athlete competes in,

2.3.3 manage any Passport for which ADO is the Passport Custodian;

2.3.4 with respect to each such Participant profile or Passport and the associated Personal Information and records (including the information referred to in Section 2.3.6 and the Schedules to this Agreement), ADO is denominated the Custodian or Passport Custodian, respectively, reflecting the degree of independent control ADO may exercise over the relevant information in ADAMS;

2.3.5 transfer custody of a Participant profile or Passport to another Anti-Doping Organization in appropriate circumstances (for instance, if an Athlete moves from a national federation’s Registered Testing Pool to an international federation’s Registered Testing Pool or vice versa), whereupon that Anti-Doping Organization shall become the Custodian or Passport Custodian (as applicable) of the relevant records;

2.3.6 report or cause to be reported the information relevant to each of the ADAMS Modules, as set out in the Schedules to this Agreement and as otherwise required under the Code and the International Standards; and

2.3.7 perform any other task or function required by ADO to comply with specific obligations arising under the Code and the International Standards with respect to such a Participant.

2.4 ADO shall have the authority to allow other Anti-Doping Organizations access to information associated with each Participant for whom it serves as Custodian or Passport Custodian (as applicable), for a limited period of time and upon request, where appropriate and necessary to allow such other Anti-Doping Organizations to comply with their obligations arising under the Code and the International Standards.

2.5 Without limiting the foregoing Section 2.4, where ADO is acting as a Major Event Organizer and is not the Custodian for particular Participant profiles, the Custodian
Anti-Doping Organization may grant ADO temporary access to such Participant profiles and other ADAMS Modules to enable ADO to conduct Anti-Doping Activities during the Event and otherwise fulfil its obligations under the Code and the International Standards.

2.6 Access to ADAMS shall be contingent at all times upon ADO complying with its obligations under this Agreement (including, for clarity, when it is acting as a Major Event Organizer), as well as the Code, the International Standards, and applicable laws.

2.7 WADA shall have the right to inspect, audit or assess ADO’s use of ADAMS to ensure ADO and any other ADAMS User to whom ADO has granted access to ADAMS is using ADAMS in compliance with this Agreement, the Code and the International Privacy Standard, including to ensure appropriate policies, procedures and safeguards are in place to limit access to ADAMS on a need-to-know basis and otherwise meet the requirements set out in the International Privacy Standard and this Agreement.

3. USER ACCOUNTS

3.1 WADA shall undertake to create appropriate Organization Administrator user accounts for ADO to facilitate ADO’s ability to use the ADAMS Modules and fulfil its obligations under the Code and the International Standards.

3.2 ADO shall be entitled to create user accounts and assign usernames and passwords to the following persons as necessary or appropriate:

3.2.1 Participants for whom ADO has created a profile in ADAMS;

3.2.2 Doping Control Officers;

3.2.3 an Athlete’s physician;

3.2.4 individuals within ADO’s own organization who require access on a need-to-know basis; and

3.2.5 in certain circumstances, an Athlete Passport Management Unit.

3.3 Notwithstanding the above, WADA may in its sole discretion modify or restrict an Organization Administrator’s access to ADAMS, and any other ADAMS User account created by ADO, where such action is (i) necessary to protect the integrity of ADAMS and/or protect the Personal Information contained in ADAMS and/or (ii) required by applicable laws.

4. PRIVACY AND DATA PROTECTION

Mutual Obligations

4.1 The Parties agree and acknowledge that insofar as each Processes Personal Information relating to Participants (including Athletes) in ADAMS, they are responsible for complying with their respective data protection and privacy laws and regulations as well as the Code (in particular, Article 14) and the International Privacy Standard. Nothing in this Agreement shall be understood as preventing the Parties from
implementing additional measures or controls where expressly required by applicable law or where appropriate under the circumstances.

4.2 For the avoidance of doubt, each Party shall:

4.2.1 Process Personal Information contained in ADAMS for anti-doping purposes alone;

4.2.2 treat Personal Information contained in ADAMS as confidential information at all times;

4.2.3 grant access and access privileges to Personal Information contained in ADAMS only to persons identified in this Agreement, the Code or the International Privacy Standard in accordance with the need-to-know principle, unless otherwise required by applicable laws;

4.2.4 in the event that Personal Information is disclosed, inform recipients of the confidential nature of such information and the limited purposes for which it can be used, require such recipients to treat the Personal Information confidentially, and, when necessary, enter into agreements in writing with the recipients to preserve the confidential nature of the Personal Information;

4.2.5 respect and observe the technical security measures contained in ADAMS and implement additional organizational and technical security measures as appropriate to prevent a Security Breach;

4.2.6 without limiting the foregoing, develop and implement appropriate policies and procedures to implement the requirements set out in this Agreement, the Code and the International Privacy Standard; and

4.2.7 ensure that all ADAMS Users to whom it has granted access have been informed of and received training in how to use ADAMS in a secure manner, as well as appropriate privacy and information security training.

4.3 In the event that another Anti-Doping Organization requests access to a Participant’s Personal Information where ADO is the designated Custodian and/or Passport Custodian, ADO may in its discretion use the sample access request form that is provided in Appendix A to ensure that the Anti-Doping Organization making the request (i) intends to use the requested Personal Information for anti-doping purposes only and (ii) has appropriate technical and organizational safety measures and controls in place.

Indemnity

4.4 ADO acknowledges and agrees to indemnify WADA against any claims, liabilities or losses it may suffer as a result of any failure by ADO or its service providers, by the respective employees, agents or representatives of ADO or its service providers, or by any other ADAMS User to whom ADO has granted access to maintain the confidentiality of the data contained in ADAMS, comply with the terms of this Agreement, or comply with the International Privacy Standard and applicable data protection and privacy laws.
WADA’s Obligations

4.5 WADA agrees and acknowledges that insofar as its administration of ADAMS requires WADA to maintain and Process Personal Information relating to Participants (including Athletes) collected and provided by or on behalf of ADO, it shall only Process such Personal Information:

4.5.1 in order to enable ADO to carry out its obligations and responsibilities under this Agreement, the Code and the International Standards; and

4.5.2 in order to enable WADA to fulfil its independent compliance monitoring role and other obligations and responsibilities under this Agreement, the Code and the International Standards.

4.6 For the avoidance of doubt, WADA shall:

4.6.1 not disclose any Personal Information to any third party except to:

   (a) service providers that WADA may from time to time engage to assist in the administration and maintenance of ADAMS or to fulfil its own obligations under this Agreement, the Code, or the International Standards; provided that such service providers are subject to appropriate contractual controls that protect Personal Information;

   (b) other Anti-Doping Organizations and ADAMS Users that ADO specifically instructs WADA to disclose Personal Information to; and

   (c) where required by applicable laws;

4.6.2 adopt technical and organizational safety measures and controls as appropriate to prevent a Security Breach;

4.6.3 notify ADO within five (5) Business Days of any communication that WADA receives from Participants (including Athletes) where ADO is the designated Custodian and/or Passport Custodian, regarding rights of access and rectification of Personal Information, rights to object to the Processing of Personal Information, and/or requests of a similar nature under applicable data protection and privacy laws; and

4.6.4 retain data maintained in ADAMS in accordance with the International Privacy Standard.

4.7 ADO understands that ADAMS is hosted by a service provider on a web-based platform located in Canada. WADA shall (i) take all appropriate measures, including contractual measures, to ensure that such service provider offers a high level of technical and organizational security to protect all Personal Information that is contained in ADAMS, and (ii) furnish ADO, upon its reasonable request, with information regarding such service provider and the appropriate security measures in place.
ADO’s Obligations

4.8 In the event that applicable law obliges one of the Parties to obtain consent from a Participant or to have another valid legal authority or basis to create a profile in ADAMS or to otherwise Process the Personal Information of a Participant (including the sharing of Personal Information through ADAMS with WADA, other Anti-Doping Organizations, and third-party services providers in accordance with this Agreement), ADO shall be responsible for obtaining such consent on behalf of WADA and other competent Anti-Doping Organizations or to otherwise ensure that it has the requisite legal authority or basis for such Processing, as the case may be.

4.9 ADO is obligated to furnish notice to any Participant for whom ADO creates a profile in ADAMS. Such notice shall comply with applicable laws and the International Privacy Standard. Such notice may be in the form substantially similar to the Sample Athlete Information Notice available on WADA’s website, as amended from time to time, and, where required by applicable laws, modified and/or supplemented with additional information.

5. ONLINE ACCESS AND TECHNICAL FAULTS

5.1 WADA shall be responsible for hosting ADAMS to enable ADO, Participants (including Athletes), and other persons to whom ADO may have granted access to ADAMS under this Agreement, reasonable online and/or mobile access to ADAMS.

5.2 WADA shall endeavour to provide reasonable technical services and maintenance for ADAMS. ADO recognizes that due to circumstances beyond WADA’s reasonable control, such as unavoidable technical faults, ADO may be temporarily unable to access ADAMS or use certain functionalities. In the event such faults occur, WADA shall use reasonable endeavours to resolve such faults within a reasonably practicable period of time once such faults have been identified and brought to WADA’s attention via the ADAMS online helpdesk at adams@WADA-ama.org.

5.3 The Parties agree that no Participant (including any Athlete) shall be held responsible in the event that a technical fault with ADAMS prevents a Participant authorized to use ADAMS from furnishing information onto ADAMS or updating an Athlete profile.

6. COMPLAINT HANDLING AND REPORTING BREACHES

6.1 Should either Party receive a formal complaint, whether written or verbal, concerning the Processing of Personal Information pursuant to this Agreement, that Party shall inform the other Party of such complaint as soon as practicable and shall cooperate with the other in investigating and responding to the foregoing.

6.2 Should either Party receive notice or become aware of any actual or reasonably suspected Security Breach or any breach of its obligations under this Agreement that is likely to have an adverse effect on the security, integrity or confidentiality of any Personal Information Processed by a Party pursuant to this Agreement, then such Party shall notify the other without undue delay and in any event within forty-eight (48) hours of first receiving notice or becoming aware of such breach. Each Party shall promptly take corrective steps to prevent, mitigate or remediate any such Security Breach and shall cooperate with the other in investigating and responding to the foregoing.
(including by maintaining records of any such Security Breach and providing a copy of such records to the other where required to investigate the breach and/or respond to a supervisory authority having jurisdiction over the other Party).

7. **LIABILITY**

7.1 ADO shall be responsible for ensuring the lawfulness, correctness and accuracy of any data that ADO itself has entered onto ADAMS. ADO acknowledges and agrees that WADA shall have no liability for any incorrect or inaccurate data appearing on ADAMS, unless it can be established that WADA was solely or principally responsible for the error.

7.2 WADA shall have no responsibility for any damaged, corrupted or lost data, or other Security Breach, caused by misuse of ADAMS by ADO or its service providers, the respective employees, agents, or representatives of ADO or its service providers, or any other ADAMS Users who have been granted access by ADO. In the event any data, including Personal Information, are damaged, corrupted or lost while in WADA’s possession, WADA shall use reasonable efforts to restore or regenerate the damaged, corrupted, or lost data.

7.3 The aggregate liability of WADA and its representatives arising under or in connection with this Agreement, regardless of the number of events or occurrences giving rise to liability, shall be limited to one million United States Dollars (US $1,000,000).

7.4 Nothing in this Agreement shall operate to limit either Party’s liability for personal injury or death resulting from negligence or for any damage or liability incurred by either Party as a result of fraud or fraudulent misrepresentation by the other Party.

8. **LIMITATION PERIOD**

No claim or action (regardless of form) relating to this Agreement or ADAMS shall be brought against WADA or its agents or representatives more than one (1) year after the cause of claim or action arises, unless applicable laws permit otherwise.

9. **TERMINATION**

9.1 Either Party may terminate this Agreement at any time and for any reason by giving ninety (90) calendar days’ notice in writing to the other Party.

9.2 The Parties may terminate this Agreement by mutual written consent.

9.3 Either Party may terminate this Agreement if the other Party breaches a material term of this Agreement and fails to remedy such breach within ten (10) Business Days of the injured Party giving notice in writing to the other Party.

9.4 WADA may terminate this Agreement and consequently withdraw ADO’s access to ADAMS immediately if ADO or any of its service providers, or the respective employees, agents or representatives of ADO or its service providers, or any other ADAMS Users who have been granted access to ADAMS by ADO breaches a term of this Agreement in such a manner that it places the security, integrity or confidentiality of any Personal Information contained in ADAMS at risk.
Either Party may terminate this Agreement in accordance with Section 11 below.

Upon termination of this Agreement, WADA shall:

9.6.1 withdraw access to ADAMS and consequently close the accounts of the following ADAMS Users: (i) ADO; and (ii) any Participant, Anti-Doping Organization or other person who has been granted access to ADAMS pursuant to this Agreement by ADO, except such accounts that WADA is obligated to keep open in order to enable it or other Anti-Doping Organizations to fulfil their respective responsibilities and obligations under the Code, the International Standards, and/or applicable laws and regulations; and

9.6.2 at the request of ADO and within a reasonably practicable period of time provide a copy to ADO of any information and/or records entered onto ADAMS by ADO or any of its service providers, or the employees, agents and/or representatives of ADO or its service providers, except such information that WADA is obligated to retain in order to fulfil its responsibilities and obligations under the Code, the International Standards and/or applicable laws and regulations.

10. NOTICES

Any notice, request or other communication to be given under this Agreement shall be delivered personally or sent by email, pre-paid airmail or facsimile transmission addressed as follows:

If to WADA:

Legal Affairs
World Anti-Doping Agency
Suite 1700
800, Place Victoria
Montreal, Quebec,
H4Z1B7
Canada
Facsimile: +1 514 904 8650
E-mail: notices@wada-ama.org
Phone: +1 514 904 9232

If to ADO:

Name of Contact Person:
Address:
Facsimile:
E-mail:
Phone:

10.1 All such notices or other communications shall be deemed to have been served as follows:
10.1.1 if delivered personally, at the time of such delivery;

10.1.2 if sent by pre-paid airmail, seven (7) Business Days after the date postmarked if sent by registered or certified mail;

10.1.3 if sent by email, at the date and time indicated on such email. Where the email indicates that the notice has been sent after 5 pm local time on a Business Day or on any non-Business Day, the notice will be deemed to have been served the following Business Day; or

10.1.4 if sent by facsimile, on the day that the sender receives a transmission report confirming that such notice has been successfully transmitted in its entirety. Where the transmission report indicates that the notice has been transmitted in its entirety after 5 pm local time on a Business Day or on any non-Business Day, the notice will be deemed to have been served the following Business Day.

11. FORCE MAJEURE

In the event of a Force Majeure Event occurring during the term of this Agreement that continues for a period of no less than ninety (90) calendar days, either Party may terminate this Agreement by written notice to the other Party and in such circumstances this Agreement shall be automatically invalid, ineffective and incapable of enforcement and neither Party shall have any claim against the other whatsoever in this regard. Nothing in this Section 11 shall operate to affect the rights of the Parties in respect of any breach of this Agreement occurring prior to such termination.

12. MISCELLANEOUS

12.1 Waiver. No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

12.2 Entire Agreement. This Agreement, including the Schedules, constitutes the whole agreement between the Parties and supersedes all previous agreements between the Parties relating to its subject matter.

12.3 Severance. If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

12.4 Variation. In addition to WADA’s rights to vary the Schedules to this Agreement in accordance with Section 2.2, WADA may notify ADO of other amendments by way of a notice in accordance with this Agreement; following which ADO shall have 30 days to notify WADA of any objections in writing. If WADA does not receive notice of an objection from ADO within 30 days, the amendment shall be deemed accepted and incorporated into this Agreement. No other variation of this Agreement shall be
effective unless it is in writing and signed by the Parties or their duly authorized representatives.

12.5 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each Party has executed at least one counterpart.

13. **GOVERNING LAW**

This Agreement shall be governed by the laws of Switzerland, and all disputes relating to or arising in connection with this Agreement or the subject matter of this Agreement shall be resolved in accordance with Swiss law.

14. **ARBITRATION**

Any dispute or difference arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination or the legal relationships established by this Agreement, shall be finally resolved by the Court of Arbitration for Sport, sitting in Lausanne, Switzerland, according to its rules in force at the date of this Agreement.
IN WITNESS THEREOF, the Parties have executed this Agreement through their duly authorized representatives.

WORLD ANTI-DOPING AGENCY
Acting by:

........................................

Date:

ANTI-DOPING ORGANIZATION
(______________________________)
Acting by:

........................................

Name:
Title:

Date: ........................................
SCHEDULE 1: Whereabouts Information Module

1. GENERAL

1.1 The Whereabouts Information Module shall be used for the Processing of Athlete Whereabouts Information, including the scheduling of out-of-competition Tests and related anti-doping purposes (including the Athlete Biological Passport program and the investigation of anti-doping rule violations).

1.2 Whereabouts Information contained in the Module ordinarily will include:

(a) the Athlete’s place of residence;
(b) a daily one-hour time slot during which the Athlete must be available for Testing;
(c) information regarding an Athlete’s regular activities, such as training and other employment (including location);
(d) competitions in which an Athlete is scheduled to compete; and
(e) the name and contact details of designated individuals who may be contacted in the event an Athlete is unavailable for Testing as indicated in their Whereabouts Information.

2. SUBMITTING WHEREABOUTS INFORMATION

2.1 ADO undertakes to ensure that Participants (including Athletes) authorized by ADO to use ADAMS for the purpose of supplying Whereabouts Information have been furnished with access rights to ADAMS to enable submission of Whereabouts Information in a timely fashion, in accordance with ADO’s own rules, and as contemplated by the Code and the International Standards.

3. SHARING WHEREABOUTS INFORMATION

3.1 ADO acknowledges and agrees that Athletes and their authorized representatives will have automatic access to their own Whereabouts Information. An Athlete’s competent international federation and/or national Anti-Doping Organization also will have access to Whereabouts Information; such Anti-Doping Organizations will be displayed in the security tab in an Athlete’s ADAMS profile.

3.2 Subject to applicable laws, ADO undertakes to grant access to any other Anti-Doping Organization that may require access to a particular Athlete’s Whereabouts Information in order to carry out Testing and to fulfil its respective obligations under the Code and the International Standards.

3.3 In the event that ADO is unable to grant access to other Anti-Doping Organizations, ADO shall use reasonable efforts to facilitate the exchange of Whereabouts Information with other Anti-Doping Organizations to ensure that such other Anti-Doping Organizations are able to carry out their respective obligations under the Code and the International Standards. ADO may use the form set out in Appendix A to evaluate access requests to Whereabouts Information received from other Anti-Doping
Organizations that do not have an automatic right of access to a particular Athlete’s Whereabouts Information.

3.4 Where ADO is granted access on a temporary basis to Whereabouts Information relating to Athletes in another Anti-Doping Organization’s Registered Testing Pool, ADO shall use such information solely for the purposes of Testing and other anti-doping rule violation investigations and procedures in accordance with this Agreement, the Code and the International Standards.
SCHEDULE 2: TUE Module

1. GENERAL

1.1 The TUE Module shall be used to evaluate, grant, reject, renew or administer TUEs submitted by or on behalf of an Athlete and for related anti-doping purposes (including the investigation of anti-doping rule violations).

1.2 The TUE-related information contained in the Module ordinarily will include:

(a) an Athlete’s TUE request(s), including the name and contact details of the Athlete’s physician;

(b) TUE decision(s), including status and scope (such as, product concerned, dosage, and period of validity); and

(c) information, which may include medical records and other information supporting TUE request(s) and relevant to the assessment of such TUE request(s) (“Sensitive TUE-related Information”).

1.3 The Parties undertake to ensure that appropriate measures are in place to safeguard Sensitive TUE-related Information; in particular, the Parties shall designate specific personnel, bound by a duty of confidentiality, to handle Sensitive TUE-related Information.

2. SUBMITTING TUE-RELATED INFORMATION

2.1 ADO undertakes to ensure that Participants (including Athletes) authorized by ADO to use ADAMS for the purpose of requesting TUEs have been furnished with access rights to ADAMS to enable submission of TUE requests in a timely fashion, in accordance with ADO’s own rules, and as contemplated by the Code and the International Standards.

3. SHARING TUE INFORMATION

3.1 ADO acknowledges and agrees that WADA may assess TUEs and, if necessary, alter the status of TUEs. Moreover, ADO acknowledges and agrees that Athletes, or their designated physicians, will have automatic access to their own TUE request(s), related decision(s) and Sensitive TUE-related Information. An Athlete’s competent international federation and/or national Anti-Doping Organization also will have access to TUE decisions; such Anti-Doping Organizations will be displayed in the security tab in a Participant’s ADAMS profile.

3.2 The Parties shall ensure that Sensitive TUE-related Information will be disclosed only to an Athlete, his or her physician, and the competent TUE Review Committee and not to any other Anti-Doping Organizations, unless the Athlete in question has specifically requested the Parties to release such information.

3.3 ADO undertakes to grant other Anti-Doping Organizations access upon request to TUE-decisions in ADAMS, in particular information in relation to ADO’s decision to grant, reject and/or renew an Athlete’s TUE request(s), where such access is necessary to enable such other Anti-Doping Organizations to carry out Testing and to fulfil their
respective obligations under the *Code* and the *International Standards*. ADO may use the form set out in Appendix A to evaluate access requests to TUE-related information received from other *Anti-Doping Organizations* that do not have an automatic right of access to such information.

3.4 Where ADO is granted temporary access to TUE-related information concerning *Athletes* in another *Anti-Doping Organization’s Registered Testing Pool*, ADO shall use such information solely for the purposes of *Testing* and other anti-doping violation investigations and procedures in accordance with this *Agreement*, the *Code* and the *International Standards*. 
SCHEDULE 3: Doping Control Module

1. GENERAL

1.1 The Doping Control Module shall be used to plan, coordinate, order and monitor Testing, avoid duplication of Testing of Athletes and for related anti-doping purposes (including the Athlete Biological Passport program and the investigation of anti-doping rule violations). In particular, ADO shall use the Doping Control Module for the following purposes:

1.1.1 to manage its anti-doping program, which includes, but is not limited to, selecting Athletes for Testing, planning and coordinating in and out of competition Testing, and issuing Mission Orders; and

1.1.2 to ensure that WADA and other Anti-Doping Organizations with a need to access Doping Control-related information are granted access to any relevant information on a need-to-know basis.

1.2 Doping Control-related information ordinarily will include:

(a) information relating to test distribution planning;

(b) Mission Orders;

(c) Sample collection information and handling; and

(d) Doping Control Forms.

2. SUBMITTING DOPING CONTROL-RELATED INFORMATION

2.1 ADO shall enter Doping Control-related information onto ADAMS and undertakes to ensure that Doping Control Officers authorized by ADO to use ADAMS for the purposes of supplying Doping Control Forms have been furnished with all necessary access rights to ADAMS to enable submission of relevant information in a timely fashion, in accordance with ADO’s own rules, and as contemplated by the Code and the International Standards.

3. SHARING DOPING CONTROL-RELATED INFORMATION

3.1 ADO acknowledges and agrees that other Anti-Doping Organizations that include an Athlete in its Registered Testing Pool shall be granted automatic access to a particular Athlete’s Doping Control-related information. Such Anti-Doping Organizations will be displayed in the security tab in an Athlete’s profile in ADAMS.

3.2 ADO acknowledges and agrees that in the event that WADA performs Testing on behalf of ADO, third-party service providers that carry out test planning, Sample collection and other Testing activities on behalf of WADA shall be granted access to such Doping Control-related information as may be necessary to carry out required tasks. Such service providers shall enter into contractual arrangements, including an ADAMS User Agreement, with WADA prior to commencing services to ensure that confidentiality and data protection and privacy laws are complied with.
3.3 **ADO** acknowledges and agrees to grant access to *Doping Control*-related information to other *Anti-Doping Organizations* that may require access to *Doping Control*-related information in order to comply with their respective obligations under the *Code* and the *International Standards*. **ADO** may use the form set out in Appendix A to evaluate access requests to *Doping Control*-related information received from other *Anti-Doping Organizations* that do not have an automatic right of access to such information.

3.4 Where **ADO** is granted access on a temporary basis to *Doping Control*-related information relating to *Athletes* in another *Anti-Doping Organization’s Registered Testing Pool*, **ADO** shall use such information solely for the purposes of *Testing* and other anti-doping rule violation investigations and procedures in accordance with this Agreement, the *Code* and the *International Standards*. 
SCHEDULE 4: Athlete Biological Passport Module

1. GENERAL

1.1 The Athlete Biological Passport Module shall be used by ADO to manage and administer the Athlete Biological Passport program and for related anti-doping purposes (including the Target Testing of Athletes and the investigation of anti-doping rule violations).

1.2 Athlete Biological Passport-related information ordinarily will include:

(a) Longitudinal profiles of biological Markers;
(b) Results of the Adaptive Model on Markers data and other information relevant to the evaluation of Markers; and
(c) Athlete Passport Management Unit (APMU) reports and Expert reviews.

2. SUBMITTING ATHLETE BIOLOGICAL PASSPORT-RELATED INFORMATION

2.1 APMUs will submit, review, and report relevant Athlete Biological Passport-related information as contemplated by the Code and the International Standards.

2.2 Experts will submit, review and report relevant Athlete Biological Passport-related information as instructed by the APMU.

2.3 A WADA-accredited laboratory or Laboratories approved for the ABP will enter biological passport laboratory results.

3. SHARING ATHLETE BIOLOGICAL PASSPORT-RELATED INFORMATION

3.1 Where ADO is the Passport Custodian, ADO acknowledges and agrees to grant access to the Athlete’s Passport to other Anti-Doping Organizations that may require access to the Passport in order to comply with their respective obligations under the Code and the International Standards. ADO may use the form set out in Appendix A to evaluate access requests to Passports received from other Anti-Doping Organizations and/or may choose to enter into information sharing agreements in accordance with the Athlete Biological Passport Operating Guidelines available on WADA’s website. Such Anti-Doping Organizations will be displayed in the security tab in an Athlete’s profile in ADAMS.

3.2 Where ADO is granted access on a temporary basis to Passports relating to Athletes for which another Anti-Doping Organization is the Passport Custodian, ADO shall use such information solely for the purposes of Testing and other anti-doping rule violation investigations and procedures in accordance with this Agreement, any applicable information sharing agreements, the Code and the International Standards.
SCHEDULE 5: Results Management Module

1. GENERAL

1.1 The Results Management Module shall be used to manage and administer anti-doping programs, including but not limited to laboratory analysis and results, TUEs and information relating to anti-doping rule violations, to facilitate coordinated management of positive test results and sanctioning of anti-doping rule violations and to avoid duplication of such information and anti-doping activities ("Results Management"). In particular, ADO shall use the Results Management Module for the following purposes:

1.1.1 to enter and share Results Management-related information;
1.1.2 to view test results and arrange anti-doping rule violation hearings and appeals;
1.1.3 to share information on anti-doping rule violations, TUEs, and other pertinent Results Management-related information with other Anti-Doping Organizations;
1.1.4 to review the status of anti-doping rule violations, related hearings and appeals; and
1.1.5 to review sanctions for anti-doping rule violations.

1.2 The Results Management Module ordinarily comprises the following information:

(a) information regarding Adverse Analytical Findings, including laboratory analysis and results;
(b) information regarding atypical findings, including laboratory analysis and results;
(c) information relating to anti-doping rule violations;
(d) information relating to sanctions (such as suspensions, disqualifications, pending or provisional suspensions and pending disqualifications); and
(e) information relating to missed tests and non-compliance with rules relating to the submission of Whereabouts Information.

2. SUBMITTING RESULTS MANAGEMENT-RELATED INFORMATION

2.1 ADO shall enter information regarding anti-doping rule violations, sanctions and/or information relating to missed Tests and non-compliance with rules relating to the submission of Whereabouts Information.

2.2 A WADA-accredited laboratory will enter an Adverse Analytical Finding or an atypical finding, as well as biological passport laboratory results.
3. Sharing Results Management-Related Information

3.1 ADO acknowledges and agrees that WADA-accredited laboratories have been granted access by WADA to use ADAMS for the purpose of uploading Sample analysis and test results, and that WADA shall have automatic access to such laboratory analysis and results, final results of anti-doping rule violation investigations and any final sanctions that have been issued. Moreover, ADO acknowledges and agrees that the Athlete’s competent international federations and/or national Anti-Doping Organization will have automatic access to Results Management-related information in order to comply with their respective obligations under the Code and the International Standards.

3.2 ADO agrees to grant access to other Anti-Doping Organizations that may require access to Results Management-related information in order to comply with their respective obligations under the Code and the International Standards. ADO may use the form set out in Appendix A to evaluate access requests to Results Management-related information received from other Anti-Doping Organizations that do not have an automatic right of access to such information.

3.3 Where ADO is granted access on a temporary basis to Results Management-related information relating to Athletes in another Anti-Doping Organization’s Registered Testing Pool, ADO shall use such information solely for the purposes of Testing and other anti-doping rule violation investigations or procedures in accordance with this Agreement, the Code and the International Standards.
APPENDIX A

SAMPLE ADAMS ACCESS REQUEST FORM

The form below may be used by ADO to evaluate access requests which it receives from other Anti-Doping Organizations. If ADO wishes to, it may even be used outside the scope of this Agreement. This form allows ADO to collect relevant information in order to assess whether to grant or deny an access request and it may also be used as a record to document ADO’s decision to grant or deny access to the requested information.

<table>
<thead>
<tr>
<th>1. Organization Requesting Access</th>
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<tbody>
<tr>
<td>1.1. Organization Name:</td>
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<td>Address:</td>
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<tr>
<td>Tel.:</td>
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<td>Facsimile:</td>
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<td>Website:</td>
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<td>1.2. Status of organization ADO, NOC, NADO, IF, NF, MEO, laboratory</td>
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<tr>
<td>Other:</td>
<td></td>
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<td>1.3. Responsible person Name:</td>
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<td>Function:</td>
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<td>Tel.:</td>
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<td>Facsimile:</td>
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<td>E-mail:</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Access Request</th>
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</thead>
<tbody>
<tr>
<td>2.1. Athlete(s)/Participant(s) concerned: Name:</td>
<td></td>
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<tr>
<td>Gender:</td>
<td></td>
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<tr>
<td>Nationality:</td>
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<tr>
<td>Sports Discipline:</td>
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<td>ADAMS ID:</td>
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<tr>
<td>2.3. Type of information requested Brief description:</td>
<td></td>
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<td>2.2. Purpose of access WADA Code Article concerned: Brief description:</td>
<td></td>
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<tr>
<td>2.4. Duration of access From: To:</td>
<td></td>
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</tbody>
</table>
2.5. Intended disclosures

<table>
<thead>
<tr>
<th>Brief description of intended disclosures (organizations/persons to which the information will be disclosed and purpose of disclosures):</th>
</tr>
</thead>
</table>

The organization requesting access hereby warrants that any information on *Athletes* or other *Participants* received through *ADAMS* will only be used for anti-doping purposes as described in this form. The requesting organization agrees to use the information in compliance with applicable laws and regulations, the *WADA Code*, and the *WADA* International Standard for the Protection of Privacy and Personal Information.

Date:

Name:

Title:

Organization:

Signature: