

WORLD ANTI-DOPING AGENCY

and

THE ANTI-DOPING ORGANIZATION

[insert name]

**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 [redacted] (date), 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* based in [redacted] whose principal place of business is at [address [redacted]] (“**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 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*.
- B. The *International 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*”) to enable *Anti-Doping Organizations* to collect and *Process Doping Control*-related data pertaining to *Participants* (including *Athletes*) and others, including Whereabouts Information, *Therapeutic Use Exemptions*, information relating to the management of *Doping Control* test planning and results, and anti-doping rule violations, and to fulfil its obligation under the *Code* to serve as a central information clearinghouse for *Doping Control*-related data.
- 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 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* and the *International Standard*, both as amended from time to time. For ease of reference, the version of the *International Standard* currently in effect shall be appended to this Agreement as Appendix A.
- 1.2 Additional definitions created for the purposes of this Agreement shall be underlined and have the following meanings:

<u>“ADAMS Administrator”</u>	means a designated individual within WADA authorized to create <u>ADAMS User</u> accounts for and on behalf of an <u>ADO</u> , an <u>ADO’s Organization Administrator</u> and other relevant <u>ADAMS Users</u> ;
<u>“ADAMS User”</u>	means any party with a right to access <i>ADAMS</i> and that has been issued an <u>ADAMS</u> user account by WADA, <u>ADO</u> or any other <i>Anti-Doping Organization</i> with the appropriate authority to create such an account;
<u>“ADAMS User Agreement”</u>	means an agreement between WADA and another <i>Anti-Doping Organization</i> governing the use of <i>ADAMS</i> , which is substantially similar to this <u>Agreement</u> ;
<u>“ADO”</u>	shall have the meaning ascribed to it in the preamble of this <u>Agreement</u> ;
<u>“Agreement”</u>	means this agreement, dated [●], by and between WADA and <u>ADO</u> governing the collection, use and <i>Processing of Personal Information</i> in <i>ADAMS</i> ;
<u>“Business Day”</u>	means a day (other than a Saturday or Sunday) on which banks are open for business in Montreal, Canada (standard or daylight saving time);
<u>“Custodian”</u>	shall have the meaning ascribed to it in Section 2.3.2;
<u>“Doping Control Officer”</u>	means a person who engages in the <i>Testing of Athletes</i> on behalf of <u>ADO</u> or another <i>Anti-Doping Organization</i> ;
<u>“Doping Control Form”</u>	means the form that a <u>Doping Control Officer</u> completes after <i>Testing Athletes</i> to record the taking of a <u>Sample</u> ;
<u>“Force Majeure Event”</u>	means any exceptional or unpredictable circumstance beyond the reasonable control of either <u>Party</u> , 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 one of the programs that collectively comprise *ADAMS* and that is listed in Section 2.1;

“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 4;

“Sample Collection Authority”

means an *Anti-Doping Organization*, including ADO, which has been instructed by ADO or another *Anti-Doping Organization* to carry out *Testing* of *Athletes* in place of a Doping Control Officer;

“Sensitive TUE-related Information”

shall have the meaning ascribed to it in Schedule 2;

“TUE”

means therapeutic use exemption as defined in Article 4.4 of the *Code*;

“TUE Review Committee”

means the committee that reviews applications for TUEs; and

“Whereabouts Information”

means accurate and current 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 following *ADAMS Modules*:

- (a) Whereabouts Information;
- (b) TUE;
- (c) Doping Control; and
- (d) Results Management.

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.

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

2.3.1 maintain an ADAMS User profile (which may include details of ADO’s organizational structure, address, and 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) 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 national federations to which the *Participant* belongs (including start date and end date (if applicable) when the *Participant* became registered with a particular national federation);
- (h) a list, including names and contact details, of all other national *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 an 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,

with respect to each such *Participant* profile and the associated *Personal Information* and records, ADO shall be denominated the Custodian, reflecting the degree of independent control ADO may exercise over the relevant information in *ADAMS*;

- 2.3.3 transfer custody of a *Participant* profile 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 of the relevant records; and
 - 2.3.4 perform any other task or function required by ADO to comply with specific obligations arising under the *Code* 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, 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*.
- 2.5 Access to *ADAMS* shall be contingent at all times upon ADO complying with its obligations under this Agreement, as well as the *Code*, the *International Standard*, and applicable laws.

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*.
- 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; and
 - 3.2.4 individuals within ADO's own organization who may require access on a need-to-know basis.
- 3.3 Notwithstanding the above, WADA may in its sole discretion modify or restrict an Organisation Administrator's access to *ADAMS* 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 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 to *Personal Information* contained in *ADAMS* only to persons identified in this Agreement, the *Code* or the *International Standard*, 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, where appropriate, implement additional organizational security measures to prevent unauthorized access to *Personal Information* contained in *ADAMS*; and
 - 4.2.6 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.
- 4.3 In the event that another *Anti-Doping Organization* requests access to a *Participant's Personal Information* where ADO is the designated Custodian, ADO may in its discretion use the sample access request form that is provided in Appendix C 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 agents or representatives to maintain the confidentiality of the data contained in *ADAMS* or comply with applicable data protection and privacy laws.

WADA's Obligations as Host of ADAMS

- 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*) solely for and on behalf of ADO (rather than on *WADA's* own behalf as an *Anti-Doping Organization*), it shall only *Process* such *Personal Information*:
- 4.5.1 in accordance with ADO's instructions; and
 - 4.5.2 in order to enable ADO to carry out its obligations and responsibilities under this Agreement, the *Code* and the *International Standard*.
- 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 the *Code*, 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 necessary:

- (a) to ensure that the *Personal Information* contained in *ADAMS* is kept secure;
 - (b) to prevent unauthorized *Processing* of and unauthorized access to any *Personal Information*; and
 - (c) to prevent alteration to or loss of any *Personal Information*;
- 4.6.3 notify ADO within five (5) Business Days of any communication that *WADA* receives from *Participants* (including *Athletes*) or any other individual whose *Personal Information* ADO has entered onto *ADAMS*, regarding rights of access and rectification of *Personal Information* and/or requests of a similar nature, and to comply with all reasonable instructions and directions from ADO in responding to such communications; and
- 4.6.4 co-operate with any reasonable request or instruction from ADO relating to the protection of *Personal Information*.
- 4.7 ADO understands that *ADAMS* is hosted by a service provider on a web-based platform located in Canada. *WADA* shall have the right to select which service provider it shall use for the hosting of *ADAMS*, provided that *WADA* (i) takes 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) furnishes ADO, upon its reasonable request, with information regarding such service provider and the appropriate security measures in place.

Notice to *Participants* about Processing of Personal Information

- 4.8 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 Standard* and, in particular, describe how the *Participant's Personal Information* and *Doping Control*-related data will be *Processed*. This notice may be in the form substantially similar to that provided in Appendix B, 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 the web-based platform that contains *ADAMS* to enable ADO, *Participants* (including *Athletes*), and other persons to whom ADO may have granted access to *ADAMS* under this Agreement, reasonable online access to *ADAMS*.
- 5.2 *WADA* shall endeavour to provide reasonable technical and maintenance services to ADO. 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 use, disclosure, storage, transfer or handling of *Doping Control*-related data, TUE-related data or any other *Participant*-related *Personal Information* acquired or disclosed pursuant to this Agreement, that Party shall inform the other Party of such complaint as soon as practicable.

6.2 Should either Party receive notice or become aware of a breach of any of the provisions under this Agreement or any applicable laws by a third party, that Party shall report such breach to the other Party within three (3) Business Days of first receiving notice or becoming aware of such breach.

7. LIABILITY

7.1 ADO shall be responsible for ensuring the 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 caused by misuse of *ADAMS* by ADO or its agents, representatives 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 agents or representatives (including any *Participants* who have been granted access to ADAMS by ADO) breaches a term of this Agreement in such a manner that it places the security or integrity of any *Personal Information* contained in ADAMS at risk.
- 9.5 Either Party may terminate this Agreement in accordance with Section 11 below.
- 9.6 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; and
- 9.6.2 at the request of ADO and within a reasonably practicable period of time either (i) delete or (ii) return any information and/or records entered onto ADAMS by ADO or any of its agents and/or representatives (including any *Participants*), except such information that WADA is obligated to retain in order to fulfil its responsibilities and obligations under the *Code*, the *International Standard* 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 pre-paid airmail or facsimile transmission addressed as follows:

If to WADA:

ADAMS Team
World Anti-Doping Agency
Suite 1700
800, Place Victoria
Montreal
Quebec, H4Z1B7
Canada

Facsimile: +1 514 904 4447
E-mail: adams@wada-ama.org
Phone: +1 514 904 8800

If to the Anti-Doping Organization:

[insert name of contact person at the Anti-Doping Organization]
Anti-Doping Organization
[Address]

Facsimile: [*insert facsimile number, including country code*]

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; or

10.1.3 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 next 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**. No 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:

.....
David Howman
Director General

.....
Sir Craig Reddie
President

Date:.....

Date:.....

ANTI-DOPING ORGANIZATION

Acting by:

.....
[insert name of representative]
[insert title of representative]

.....
[insert name of representative]
[insert title of representative]

Date:.....

Date:.....

SCHEDULE 1: Whereabouts Information Module

1. GENERAL

- 1.1 The Whereabouts Information Module shall be used for the retention and *Processing* of *Athlete Whereabouts Information* only, including the scheduling of out-of-competition *Tests* and related purposes.
- 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;
 - (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 and in accordance with ADO's own rules and as contemplated by the *Code*.

3. DISCLOSURES OF WHEREABOUTS INFORMATION

- 3.1 ADO acknowledges and agrees that *WADA* will have automatic access to ADO's *Athletes' Whereabouts Information*, and 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*.
- 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*. ADO may use the form set out in Appendix C 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 necessary anti-doping rule violation procedures in accordance with this Agreement, the *Code* and the *International Standard*.

4. **RETENTION**

- 4.1 Whereabouts Information shall be retained in *ADAMS* for eighteen (18) months commencing from the date to which the Whereabouts Information relates. Subject to Section 4.2 and 4.3 below, the Whereabouts Information will be automatically deleted from *ADAMS* after eighteen (18) months unless its longer retention is required by law.
- 4.2 In the case of missed tests, relevant Whereabouts Information may be kept for a longer period of time and at least until it has been clearly established whether an anti-doping rule violation has been committed under the *Code* or any applicable laws.
- 4.3 In the case that the athlete is part of the Athlete Biological Passport program, Whereabouts Information may be retained in *ADAMS* for ten (10) years commencing from the date to which the Whereabouts Information relates.

SCHEDULE 2: TUE Module

1. GENERAL

- 1.1 The TUE Module shall only be used to evaluate, grant, reject, renew or administer TUEs submitted by or on behalf of an *Athlete*.
- 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 and in accordance with ADO's own rules and as contemplated by the *Code*.

3. DISCLOSURE OF TUE INFORMATION

- 3.1 ADO acknowledges and agrees that *WADA* will have automatic access to all TUE-related information contained in *ADAMS*, including Sensitive TUE-related Information, at all times for the purpose of assessing TUEs and, if necessary, altering 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* upon request access 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*. ADO may use the form set out in Appendix C 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 In the event that applicable law obliges one of the Parties to obtain consent from an *Athlete* to release his or her TUE-related information, ADO shall be responsible for obtaining such consent on behalf of *WADA* and other competent *Anti-Doping Organizations*, as the case may be.
- 3.5 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 assessing anti-doping rule violations and/or other necessary related procedures in accordance with this Agreement, the *Code* and the *International Standard*.

4. **RETENTION**

- 4.1 TUE-related information shall be retained in *ADAMS* for either:
- (a) ten (10) years commencing with its entry onto *ADAMS*, representing the period during which disciplinary proceedings can be brought following a violation of an anti-doping rule contained in the *Code*; or
 - (b) in the event an anti-doping investigation or related proceedings are pending upon the expiry of ten (10) years, the TUE-related information shall be retained until the investigation into such anti-doping rule violation or any related proceedings have concluded,

whichever is the longer of the two, whereupon the TUE-related information shall be automatically deleted from *ADAMS* unless its longer retention is required by law.

SCHEDULE 3: Doping Control Module

1. GENERAL

1.1 The *Doping Control Module* shall be used to plan, coordinate, order and monitor *Testing* as well as avoid duplication of *Testing of Athletes*. 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 and in accordance with ADO's own rules and as contemplated by the *Code*.

3. DISCLOSURE OF 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*.

ADO may use the form set out in Appendix C 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 necessary anti-doping rule violation procedures in accordance with this Agreement, the *Code* and the *International Standard*.

4. **DATA RETENTION**

4.1 *Doping Control*-related information shall be retained in *ADAMS* for either:

4.1.1 eighteen (18) months commencing with its entry onto *ADAMS*; or

4.1.2 ten (10) years if there is an indication of a possible anti-doping rule violation, if the Sample is stored for possible re-testing or if it is part of the Athlete Passport program,

whichever is the longer period of the two, whereupon the *Doping Control*-related information shall be automatically deleted from *ADAMS* unless its longer retention is required by law.

SCHEDULE 4: Results Management Module

1. GENERAL

1.1 The Results Management Module shall be used to manage and administer anti-doping programs, it being recognized by the Parties that *WADA* is to act as a central information clearinghouse for certain data, 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 any unnecessary duplication of such information and anti-doping activities (“**Results Management**”) pursuant to Article 14.5 of the *Code*. 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 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.

3. **DISCLOSURE OF 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.
- 3.2 ADO acknowledges and agrees that relevant international federations will have automatic access to Results Management-related information in order to comply with their respective obligations under the *Code*.
- 3.3 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*. ADO may use the form set out in Appendix C 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.
- 3.4 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 necessary anti-doping rule violation procedures in accordance with this Agreement, the *Code* and the *International Standard*.

4. **DATA RETENTION**

- 4.1 Results Management-related information shall be retained in *ADAMS* for either:
- 4.1.1 ten (10) years commencing with its entry onto *ADAMS*; or
- 4.1.2 in the event of a pending anti-doping rule violation investigation, the Results Management-related information shall be retained until an investigation concerning an anti-doping rule violation or related proceedings have concluded,

whichever is the longer period of the two, whereupon Results Management-related information shall be automatically deleted from *ADAMS* unless its longer retention is required by law.

APPENDIX A

[Append the International Standard on Privacy and Data Protection.]

APPENDIX B

SAMPLE ATHLETE'S INFORMATION FORM

Pursuant to this Agreement and the *International Standard*, ADO is obligated to inform *Participants* that it *Processes* their *Personal Information*. To comply with this obligation, the form in this Appendix may be used; however, ADO may need to adapt the form to comply with ADO's obligations under applicable laws. It is important to note, however, that Article 7.1 of the *International Standard* requires ADO to inform *Participants* about the *Processing* of their *Personal Information* at all times, regardless of whether the *Processing* is carried out in *ADAMS*.

Note also that the information can be imparted in different ways taking into account local circumstances and customs – for example, through a website, in a brochure, by letter, etc.

Processing Data in ADAMS

You are being asked to read the following Information Form to ensure that you are aware that some personal information related to you will be used and processed by the Anti-Doping Organization through the anti-doping administration and management system (“ADAMS”), a web-based data management system developed and administered by the World Anti-Doping Agency (“WADA”) in its role as central clearing house for anti-doping information. This Information Form is intended to provide you with more information on ADAMS and how your personal information will be used in connection with ADAMS. For more information on ADAMS, consult the WADA website at www.WADA-ama.org.

Purpose of ADAMS

ADAMS enables Anti-Doping Organizations, such as _____, and WADA to conduct harmonized, coordinated and effective anti-doping programs and to fulfil their respective responsibilities arising under the World Anti-Doping Code (“Code”).

ADAMS may be used for scheduling in and out-of-competition doping tests and managing related information, including Therapeutic Use Exemptions (“TUE”), information related to athlete whereabouts, information about the results of anti-doping tests, and sanctions-related information relevant to individual athletes.

WADA relies upon ADAMS to fulfil its responsibilities under the Code, including the performance of out-of-competition testing, the review of TUEs, and its implication on anti-doping rule violation procedures.

Categories of Data Concerned

ADAMS contains the following categories of data:

- Your unique ADAMS profile consisting of data relating to your identity (name, nationality, date of birth, gender, sport and discipline you compete in, organizations and/or sports federations to which you belong, and indication whether you compete at an international or national level);

- Data relating to your whereabouts (e.g., training, competitions, travel, periods spent at home, on vacation, or other regular or exceptional activities), including, each time you elect to use the “auto-location” reporting button on the ADAMS app, information about your mobile device’s location;
- Data relating to test distribution planning (for the testing pools in which you participate);
- Data relating to your TUE, if any;
- Data relating to doping control (test distribution planning, sample collection and handling, laboratory analysis, results management, hearings and appeals); and
- Data relating to the Athlete Biological Passport.

Some of the above data may constitute protected personal data under national data protection or privacy laws where you reside.

Responsibility

Your Custodian Organization has created your unique ADAMS profile and is responsible for your information appearing in ADAMS. You can identify your Custodian Organization by viewing the “Security” tab of your athlete profile. In addition, WADA will access and process certain of your data in ADAMS (i.e., TUE data, laboratory results, athlete biological passport, sanctions and whereabouts data) to fulfil its responsibilities under the Code. Your Custodian Organization and WADA are responsible for protecting your information in accordance with applicable laws and WADA’s International Standard for the Protection of Privacy and Personal Information. WADA, moreover, has implemented strict contractual controls governing the use of ADAMS by ADOs and others.

You will be responsible for ensuring that all information that you enter into the system or that is entered on your behalf by other parties, such as your agent or coach, is accurate. Where your Custodian Organization uses the ADAMS whereabouts module, you will be responsible for ensuring that the information you provide relating to your whereabouts is accurate and up to date. Please note that failure to provide and/or update accurate whereabouts information is likely to constitute an anti-doping rule violation, whether the failure is intentional or negligent.

You will be provided with a confidential password in order to enter your own data onto ADAMS and you will be responsible for keeping this password confidential at all times. Should you inadvertently disclose your password, you should contact your Custodian Organization immediately and a new password will be assigned to you..

Disclosures

Part of your ADAMS profile, created by your Custodian Organization, may be shown to other ADOs using ADAMS to ensure that only a single athlete profile for you is created.

The Custodian Organization and WADA, where appropriate, may enable other ADOs and service providers to access certain of your information appearing in ADAMS to enable them to administer anti-doping programs. Where this occurs, such ADOs and service providers also must abide by strict contractual controls and will be responsible for protecting your

information in accordance with applicable laws and WADA's International Standard for the Protection of Privacy and Personal Information.

These other ADOs may include, as relevant or appropriate: national Olympic committees, national paralympic committees, major event organizations such as the International Olympic Committee and International Paralympic Committee, international federations and national federations, and national anti-doping organizations. They should only be granted access on a need-to-know basis in accordance with the Code. By viewing the "Security" tab on your ADAMS profile, you can learn which organizations have access to your data.

WADA and the organizations listed above will not disclose any of your data other than to authorized persons within their organizations on a need-to-know basis; each of the organizations accessing and using ADAMS may only do so in order to fulfill their responsibilities and obligations arising under the Code, which primarily involves the establishment of anti-doping programs and ensuring appropriate information sharing as provided for under the Code.

International transfers

Your data may be made available through ADAMS to persons or parties located outside the country where you reside. For example, your information will be shared with WADA, established in Switzerland and Canada, and may be shared with ADOs in countries where you may train or participate in sporting events. The data protection and privacy laws of these countries may not always be equivalent to those in your own country. In any case, ADOs have to comply with WADA's International Standard for the Protection of Privacy and Personal Information.

Rights

You may have certain rights under applicable laws and under WADA's International Standard for the Protection of Privacy and Personal Information, including rights to access and/or correct any inaccurate data and remedies with respect to any unlawful processing of your data.

Security

ADAMS is hosted in data centers located in Canada. Strong technological, organizational and other security measures have been applied to ADAMS to maintain the security of the data entered onto ADAMS. In addition, WADA and ADOs have put in place internal and contractual guarantees to ensure that your data remain confidential and secure.

Data retention

It may be necessary to retain your data in ADAMS for a minimum period of ten years. For instance, if your Custodian Organization uses ADAMS for TUEs and you are granted a TUE, the TUE approval forms will be stored electronically in ADAMS for a minimum period of ten years. The period of ten years represents the time period during which an action may be commenced for an anti-doping violation under the Code. If you are part of the Athlete Biological Passport program, the ten-year retention period also applies to your whereabouts information. Otherwise, whereabouts information is only retained for a period of 18 months.

For more information, please consult the Annex to WADA's International Standard for the Protection of Privacy and Personal Information.

Right to object

You understand that if you object to the processing of your data, it still may be necessary for your Custodian Organization and WADA to continue to process (including retain) certain of your data to fulfill obligations and responsibilities arising under the Code.

You understand that objecting to the processing, including disclosure, of your data may prevent you, your Custodian Organization, WADA or other ADOs from complying with the Code and relevant WADA International Standards, in which case such objection could constitute an anti-doping violation.

APPENDIX C

SAMPLE ADAMS ACCESS REQUEST FORM

This 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.

1. Organization Requesting Access	
1.1. Organization	Name: Address: Tel.: Facsimile: Website:
1.2. Status of organization	ADO, NOC, NADO, IF, NF, MEO, laboratory Other:
1.3. Responsible person	Name: Function: Tel.: Facsimile: E-mail:
2. Access Request	
2.1. Athlete(s)/Participant(s) concerned:	Name: Gender: Nationality: Sports Discipline: ADAMS ID:
2.3. Type of information requested	Brief description:
2.2. Purpose of access	WADA Code Article concerned: Brief description:
2.4. Duration of access	From: To:

2.5. Intended disclosures	Brief description of intended disclosures (organizations/persons to which the information will be disclosed and purpose of disclosures):
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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 on Privacy and Data Protection*.

Date:

Name:

Title:

Organization:

Signature: