

**Délibération n°2014-56 en date du 4 juin 2014  
autorisant le Président de l'Agence à signer, avec l'Union cycliste  
internationale, un accord de collaboration portant sur  
le partage des données relatives au « passeport biologique »**

Les lignes directrices opérationnelles pour le « passeport biologique » de l'athlète, dont la dernière mise à jour a été approuvée par le comité exécutif de l'Agence mondiale antidopage (AMA) en novembre 2013 et sont entrées en vigueur le 1<sup>er</sup> janvier 2014, entendent promouvoir la coopération entre les différentes autorités de contrôle en matière de « passeport biologique », prévoyant notamment une coordination des politiques de contrôle mises en œuvre à cet effet. Elles ont également pour objet de régler la question de l'autorité en charge de la « tutelle » de ce passeport, c'est-à-dire de la gestion des résultats et de l'éventuel engagement d'une procédure disciplinaire sur son fondement. Cette démarche vise à une optimisation des moyens et à une efficacité maximale des actions engagées, sur la base de l'unicité du passeport pour un même sportif.

Le profil biologique – déclinaison française du passeport biologique – s'inscrit dans ces objectifs. En effet, les articles R. 232-41-4 et R. 232-41-7 du code du sport entrés en vigueur le 1<sup>er</sup> janvier dernier prévoient explicitement la possibilité d'échanges de données relatives au profil biologique avec l'AMA ou une fédération internationale, sous réserve que soit assurée la protection des données par le pays hébergeant et de la conclusion d'une convention entre l'Agence et l'organisme concerné.

Lors d'une réunion le 5 février 2014 avec des représentants de l'UCI et de la Fondation en charge de l'antidopage dans le cyclisme (Cycling antidoping Foundation), a été envisagée la conclusion d'une telle convention. Les démarches ainsi engagées ont abouti à l'établissement d'une convention.

Le projet proposé, reprenant pour l'essentiel le modèle de convention élaboré par l'AMA, répond aux objectifs attendus par l'Agence. Toutefois, dans la mesure où le traitement des données personnelles autorisées par le droit français repose sur un intérêt public constaté par décret en Conseil d'Etat pris après avis de la Commission nationale de l'informatique et des libertés, il n'y a pas lieu de prévoir que leur transmission de la part de l'Agence à l'UCI sera subordonnée à l'accord préalable du sportif concerné ainsi que l'envisage l'article 3.13 du projet de convention. Ce dernier se trouve par là même privé d'objet.

Par ailleurs, le Collège a estimé que la clause compromissaire prévue par l'article 12.3 du projet n'entraîne pas en contradiction avec le droit français dès lors qu'on se trouve en présence d'une convention bilatérale internationale pour laquelle ce type de clause est licite en vertu d'un arrêt de principe de la Cour de cassation (Cass.Civ.2 mai 1966 : Trésor Public c/GALAKIS).

**Le Collège de l'Agence française de lutte contre le dopage,**

Vu le code du sport, notamment ses articles L.232-20-1, R. 232-41-4 et R. 232-41-7 ;

Vu le projet d'accord entre l'Agence et l'Union cycliste internationale ;

Considérant l'intérêt présenté par la coopération en matière d'échange de données relatives aussi bien au « passeport biologique de l'athlète » qu'au profil biologique ;

**DÉCIDE :**

Article 1<sup>er</sup> : D'autoriser le Président de l'Agence à signer au nom de celle-ci le projet d'accord de coopération avec l'Union cycliste internationale portant sur le partage des données relatives au passeport/profil biologique, sous réserve de la suppression de l'article 3.1.3.

Article 2 : La présente délibération sera publiée sur le site Internet de l'Agence.

La présente délibération a été adoptée par le Collège de l'Agence française de lutte contre le dopage lors de sa séance du 4 juin 2014.

Le Président de l'Agence française  
de lutte contre le dopage

  
Bruno GENEVOIS

## Collaboration Agreement

Between

**Agence française de lutte contre le dopage**  
229 boulevard Saint Germain  
75007 Paris  
FRANCE

(Hereinafter referred to as "AFLD")

and

**Union Cycliste Internationale**  
Chemin de la Mêlée 12  
CH-1860 Aigle  
Switzerland

(Hereinafter referred to as "UCI")

**WHEREAS** AFLD is the french anti-doping organisation recognized by the *World Anti-Doping Agency (WADA)* and is responsible for *Doping Control* and *Athlete Biological Passport (ABP)* programs for *Athletes* included in its *Registered Testing Pool (RTP)*.

**WHEREAS** UCI is the association of the national cycling federations and the managing body of cycling which: (i) regulates cycling at the international level, (ii) promotes cycling in all countries around the world and at all levels, (iii) promotes sports ethics and fair play, (iv) represents the sport of cycling and defends its interests before the International Olympic Committee and all national and international authorities. Furthermore, UCI is the sole and exclusive entity in charge of the results management according to the UCI Anti-Doping Rules (Part XIV of the UCI Regulations).

**WHEREAS** UCI has established the *Cycling Anti-Doping Foundation (CADF)*, a foundation organized under the laws of Switzerland, for the purpose of managing Anti-Doping activities on behalf of UCI, i.e., in particular: Test Strategy and Planning, RTP, Therapeutic use Exemption, Sample Collection (Urine, Blood, ABP) and Preliminary Results Management.

**WHEREAS** AFLD and UCI wish to collaborate on the ABP programs of the *Athletes* included in their respective RTPs.

## PURPOSE

In furtherance of the ABP principle "One *Passport* per Athlete", the underlying goal of this Agreement is to combine the *Passport* Data collected by AFLD and UCI (each a Party and collectively the Parties) from each *Athlete* to be used jointly for bringing anti-doping rule violation based on *Adverse Passport Finding (APF)* or other procedures related to the *Passport*.

For the sake of clarity, the Agreement encompasses the steroidal module as well as the hematological module of the ABP.

Consequently, this Agreement is to provide a framework for collaboration between the Parties in relation to the collection and exchange of *Athletes Passports* and related results management procedures.

**THEREFORE**, it is agreed upon between the Parties:

### Clause 1 - Definitions

Capitalized and italicized terms used in this Agreement shall have the meanings ascribed to them under the *World Anti-Doping Code (Code)* and the *International Standards*, both as amended from time to time. For ease of reference, relevant definitions have been reproduced in Schedule 1 attached hereto.

Additional definitions created for the purposes of this Agreement shall be underlined and have the following meanings:

- 1.1 "Agreement" means this Collaboration Agreement.
- 1.2 "Custody" means the Anti-Doping Organisation's exclusive authority over an *Athlete's Passport* for the purposes, among others, manage the *Passport* and conduct results management of an apparent *APF* and consequential disciplinary proceedings. For avoidance of doubt, the disciplinary and procedural rules of the custodian Party shall govern the entire proceedings regarding an *Athlete's Passport* under its custody.
- 1.3 "Passport Purposes" means the gathering and collation of *Passports* according to the Operating Guidelines and related technical documents.
- 1.4 "Confidential Information" means all information (however recorded or preserved) disclosed by a Party or its Representatives to the other Party and that Party's Representatives after the date of this Agreement concerning:
  - (a) the existence and terms of this Agreement;
  - (b) any information that would be regarded as confidential by a reasonable business person relating to:
    - (i) the business, affairs, customers, clients, suppliers or future plans of the disclosing Party; or
    - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party; and

- (c) any information collected, developed or exchanged by the Parties in the course of carrying out this Agreement, including, but not limited to, Passports and other relevant or potentially relevant doping-related information.
- 1.5 "Operating Guidelines" means the most recent version of the Athlete Biological Passport Operating Guidelines adopted by WADA and available on the WADA website.
- 1.6 "Representative" means an employee, officer, representative, agent or adviser of a Party.

## Clause 2 – ABP Program and Entities

- 2.1 The Parties acknowledge that parts or the entirety of the management of their ABP programs may be delegated to other suitable entities. It is understood that CADF, at the time of the conclusion of this Agreement, undertakes several aspects of the UCI's ABP program.
- 2.2 In accordance with section 2.1, the *Athlete Passport Management Unit* (APMU) of AFLD and respectively UCI's APMU partake to pursue the ABP program of each respective Party in accordance with the Operating Guidelines and the custody attribution as established hereunder.
- 2.3 The Parties have each established an ABP Expert Group working with each APMU in accordance with the Operating Guidelines. Parties shall determine the members of their ABP Expert Panel from time to time.
- 2.4 The Parties shall endeavor to establish a collaborative relationship between their APMUs and other related entities.
- 2.5 The Parties shall keep each other updated on any significant changes with regards to the composition, functioning or any other relevant aspects of their related entities, ABP Expert Panel and APMUs.

## Clause 3 – Information Sharing

### Clause 3.1 - Data Privacy

- 3.1.1 The Parties acknowledge that the sharing of *Personal Information* under this Agreement is necessary to allow each Party to fulfill its obligations under the *Code* and is in accordance with applicable data protection laws.
- 3.1.2 The Parties shall ensure that it is legally enabled to collect, process, store and disclose all *Personal Information* under this Agreement in accordance with an applicable legislation and/or with the Athlete's consent as provided under the *International Standard for the Protection of Privacy and Personal Information (ISPP)*.
- 3.1.3 AFLD shall ensure that the Athletes covered by the Agreement are duly informed of the intended Passport Purposes between the Parties. For such purpose, upon the signature of the Agreement, AFLD shall inform each Athlete by registered letter of: i) the existence of the Agreement; ii) the treatment of the Athlete's data established thereof; iii) the contact details of the World Anti-Doping Agency for any queries on the data exchange in general. AFLD shall keep records of each notification and provide

the UCI with such copies once the letters are initially sent off and later on, upon simple request from the UCI.

- 3.1.4 Each Party shall notify the other Party promptly of any accidental, unauthorized, or unlawful destruction, loss, alteration, or disclosure of, or access to, the *Personal Information* and take immediate steps to rectify any Security Breach.
- 3.1.5 The Parties shall use *Passports* under this Agreement for Passport Purposes exclusively. Accordingly, Parties shall provide each other access to all *Passports* of *Athletes* in the other Party's RTP, regardless whom has custody of such *Passports*. AFLD and UCI shall share intelligence with each other as regards the *Target Testing* of *Athletes* in the Parties' RTPs. Each Party may also share with the other Party Non-ABP Test Results from time to time, upon request.
- 3.1.6 Neither Party shall disclose *Passports* collected under this Agreement to any third party (save as provided under Clause 2), without the express prior consent of the other Party unless such disclosure is required by law or occurs as a result of a dispute under clause 8. For the sake of clarity, all other Anti-Doping Organisations are third parties to the Agreement.

#### Clause 3.2 – Sharing Means

- 3.2.1 Each Party agrees that it shall, at its own cost, exclusively use ADAMS, and ask the relevant *APMU* to use ADAMS, for recording doping control forms and *Passports* relating to any *Athlete* tested for Passport Purposes under this Agreement.
- 3.2.2 In the event that prior to the Agreement, AFLD does not employ ADAMS as its database to manage anti-doping data entries, AFLD shall, at its own cost, enter in ADAMS all the data to be shared between the Parties in the scope of this Agreement within 30 days of the signature of the Agreement. If AFLD unreasonably fails to transfer the data within such deadline, UCI may, at its discretion, delay the sharing of its data.
- 3.2.3 In any case where an *Athlete* has been tested under this Agreement for Passport Purposes, the relevant Party shall record the *Passport* on ADAMS, or ensure that it is being recorded by the relevant *APMU*, as soon as reasonably practical following the test and shall take whatever steps are necessary to ensure that the other Party is able to access the relevant *Passport* through ADAMS. If for whatever reason the *Passport* or elements thereof cannot be accessed by the other Party through ADAMS, the Party shall provide the relevant *Passport* to the other Party in such other form as the other Party may reasonably request.

#### Clause 4 – Passport Testing

- 4.1 AFLD and UCI agree to provide each other with a copy of its updated RTP for Passport Purposes upon request and to discuss the composition of the respective AFLD and UCI RTPs where appropriate, in particular when AFLD and UCI have testing jurisdiction over the same *Athlete*.
- 4.2 AFLD shall conduct *Testing* of the *Athletes* in AFLD's RTP for Passport Purposes and UCI shall conduct *Testing* of *Athletes* in UCI's RTP for Passport Purposes, including by means of *Target Testing*.
- 4.3 AFLD and UCI shall each ensure beforehand that it has *Testing Authority* with regard to the tests conducted under this Agreement.

- 4.4 For the avoidance of doubt, nothing in this Clause 4 shall prevent AFLD or UCI from *Testing* any *Athlete* within its jurisdiction for Passport Purposes at any time, irrespective of the *Athlete's* status in either Parties' RTPs. To ensure efficiency, the Parties will however coordinate test distribution planning to prevent duplication of sample collections with regards to particular *Athletes*.
- 4.5 All *Samples* under this Agreement will be collected in compliance with the *International Standard for Testing*, the *International Standard for Laboratories* and the Operating Guidelines
- 4.6 AFLD and UCI shall each bear its own costs of *Testing* (including the costs of storage, transportation and analysis of *Samples*).

## Clause 5 – Passport Custody Attribution

### Clause 5.1 - Custody Attribution

- 5.1.1 In furtherance of the underlying purpose of this Agreement, the Parties acknowledge that an *Athlete's Passport* will be the sum of sample results and other data as collected, gathered and shared by both Parties over time. Therefore, the Parties recognize the need to establish their authority with regards to the results management and ensuing disciplinary proceedings for the joint *Passports*.
- 5.1.2 The Parties shall hence agree that the custody of the *Passports* will be settled wholly under this Agreement.
- 5.1.3 Passport custody for *Athletes* over which the Parties have jurisdiction shall be allocated on the basis of the RTP inclusion, irrespective whether A or UCI is the *Testing Authority* that conducted the latest or the majority *sample collection* within the *Passport*.
- 5.1.4 AFLD, and respectively UCI, shall have custody of the *Passports* for the *Athletes* included solely in its RTP.
- 5.1.5 UCI has custody of the *Passports* of *Athletes* included **simultaneously** in AFLD and UCI RTPs. UCI maintains custody of such *Passports* throughout the management of an AFP case, irrespective of changes regarding the *Athlete's* RTP status thereafter.
- 5.1.6 UCI has sole discretion to take over the custody of a *Passport* for *Athletes* under AFLD's custody when AFLD's ABP Expert review concludes that the *Passport* indicates the result of the use of a *Prohibited Substance* or *Prohibited Method* in at least one period when the *Athlete* was included in the UCI RTP. In the event that UCI elects not to exert its springing jurisdiction, AFLD has the obligation to pursue the results management and consequential disciplinary proceedings.
- 5.1.7 The Parties shall waive any eventual assertion of the custody allocation, i.e. jurisdiction, contrary to this Agreement, especially regarding the results management and disciplinary proceedings of an anti-doping rule violation based on an AFP or *Passport* procedures.

### Clause 5.2 - Result Management and Disciplinary Proceedings

- 5.2.1. In the event that the *Adaptive Model* identifies an atypical result in *Athlete's Profile* which falls under the custody of either one of the Parties, the *AMPU* of the custodian Party shall submit the *Passport* to review to its ABP Expert and inform the custodian Party.
- 5.2.2. For an *Athlete's Passport* which falls under section 5.1.6, to enable the UCI to exert its springing custody, AFLD shall immediately inform UCI of the ABP Expert's conclusion and in any case, prior to the initial contact with the *Athlete* to obtain his/her explanation as set forth by the Operating Guidelines. AFLD shall not proceed any further with the results management without UCI's express consent or instructions.
- 5.2.3. The Parties shall contemporaneously notify each other of the referral of any *Athlete's* case for review by the custodian Party's ABP Expert Panel in accordance with the Operating Guidelines, as well as the outcome of such review and the appropriate actions to undertake.
- 5.2.4. If upon review the appropriate ABP Expert Panel decides that there is no known reasonable explanation for the profile information contained in the *Passport* other than the use by the *Athlete* of a *Prohibited Substance* or *Prohibited Method*, the Party with custody of the *Athlete's Passport* as set out above under Clause 5 shall assert that an anti-doping rule violation has occurred and proceed with disciplinary proceedings in accordance with its rules. The custodian Party shall notify the other Party and *WADA* contemporaneously.
- 5.2.5. Where the Party with custody of an *Athlete's* case decides not to proceed with an asserted anti-doping rule violation, such decision will not affect the ability of the other Party or *WADA* to appeal such decision.
- 5.2.6. The Parties shall cooperate and assist one another throughout the results management and disciplinary proceedings as deemed appropriate. Accordingly, upon request, the Parties may be obliged to provide to the other Party legal advice or evidence needed to successfully pursue the disciplinary proceedings.
- 5.2.7. Upon request, Parties shall keep each other updated in due time on the progress of the disciplinary proceedings.
- 5.2.8. The Parties, from the inception of the review of an apparent APF throughout the consequential disciplinary proceedings, shall abide to an utmost duty of confidentiality regarding all information about a case, including its existence. That is to say that, among others, the non-custodian Party shall refrain from disclosing or commenting any information regarding the case to any third party, unless expressly allowed by the custodian Party.

#### Clause 6 – Effective date and termination

- 6.1 This Agreement shall become effective on the date of signature and will remain in effect until terminated.
- 6.2 If either Party wishes to terminate this Agreement, it shall give thirty (30) days' written notice to the other Party of its intention to terminate the Agreement. Upon receipt of the written notice of termination, this Agreement will terminate 30 days after such notice is delivered.
- 6.3 Either Party may terminate this Agreement immediately if the other Party commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing of the breach.



- 6.4 The Parties agree that on the termination of this Agreement, each Party shall, upon request, return, destroy, aggregate or anonymize all Passports and Confidential Information in its control or possession provided to it by the other Party, unless such data is needed for the resolution of a case as provided under clause 5.2 or another pending matter or prevented by an applicable law or other regulations.

#### Clause 7 – Authority

- 7.1 The Parties hereby represent that they have the full power and authority to enter into and perform this Agreement, and the Parties know of no agreement, promises, or undertakings that would prevent the full execution and performance of this Agreement.
- 7.2 Notwithstanding the above and for the avoidance of doubt, the Parties acknowledge and agree that nothing in this Agreement affects or modifies their respective rights and obligations, and those of other relevant third parties, under the Agreement Governing the Use and Sharing of Information in WADA's Anti-Doping Administration and Management System ("ADAMS") that the Parties entered into with WADA.

#### Clause 8 – Indemnity

- 8.1 With the exception of wilful misconduct or gross negligence, neither Party shall be liable to the other party for any and all damages caused as a result of its action or omission in relation with this Agreement.
- 8.2 In case of wilful misconduct or gross negligence, each Party (the "Breaching Party") accepts full liability for any and all damages caused as a result of its action or omission in relation with this Agreement and releases the other party (the "Non-Breaching Party") from any responsibility for any and all damages related to any of its obligations, warranties or other provisions as provided under this Agreement.
- 8.3 In case of wilful misconduct or gross negligence, the Breaching Party shall indemnify and hold harmless the Non-Breaching Party against any and all costs, charges, damages, expenses and losses (including costs incurred in recovering same) that are incurred by the Non-Breaching Party as a result of any breach of this Agreement by the Breaching Party.

#### Clause 9 – Confidentiality

- 9.1 The Parties shall at all times keep confidential (and ensure that their Representatives keep confidential) any Confidential Information which they may acquire in accordance with this Agreement and shall not disclose or use such Confidential Information other than in fulfillment of the Agreement except:
- (i) with the consent of the other Party; or
  - (ii) if such information has come into the public domain otherwise than by breach by that Party of this clause; or
  - (iii) as required by law or other applicable regulations.

For the sake of clarity, as other Anti-Doping Organisations are Third Parties to the Agreement, no Confidential Information shall be shared by the Parties with other Anti-Doping Organisations, except as provided under i) to (iii) above.

- 9.2 The duties of the Parties in this Clause 8 shall survive the expiration or earlier termination of this Agreement.
- 9.3 The receiving Party agrees that it will only disclose the disclosing Party's Confidential Information to its directors, employees, consultants, professional advisors or entities as defined under Clause 2 on a strictly need to know basis in connection with Passport Purposes and then only after such person has been advised of the requirements of this Agreement.

#### Clause 10 – Miscellaneous

- 10.1 This Agreement is intended to be the sole and complete statement of obligation of the Parties as to the subject matter hereof and supersedes all previous agreements, understandings, negotiations and proposals as to such subject matter.
- 10.2 The failure of either Party at any time to demand strict performance of the terms of the Agreement shall not be construed as a waiver of the right to demand or receive complete performance of all rights, promises, and covenants in this Agreement.
- 10.3 This Agreement does not establish either Party to be the agent of the other Party or create a joint venture or similar relationship between the Parties or no Party shall have the power to obligate or bind the other Party in any manner whatsoever. The Parties hereto shall act in all respects as independent contractors.
- 10.4 Neither Party may assign, directly or indirectly, by operation of law, change of control or otherwise, this Agreement or any of its rights and obligations hereunder, without the prior written consent of the other Party, which shall not be unreasonably withheld.
- 10.5 The Parties agree that any and all amendments to this Agreement must be made in writing to be signed by the Parties; no amendment can be made by electronic means.
- 10.6 If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, such provision shall be enforced to the fullest extent permitted by applicable law and the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 10.7 Section and other headings in this Agreement are for convenience of reference only and shall not constitute a part of or otherwise affect the meaning or interpretation of this Agreement.

#### Clause 11 - Notices

- 11.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, sent by fax or sent by commercial courier, to the other party required to receive the notice at its address as set out below:

- (i) AFLD :  
Address: [•]  
For the attention of: [•]

Fax number: [•]

- (ii) [B]:  
Address: [•]  
For the attention of: [•]  
Fax number: [•]

or at such other address as the relevant Party may specify by notice in writing to the other Party.

- 11.2 Any notice shall be deemed to have been duly given:
- (a) if delivered personally, at the time of delivery at the address referred to in Clause 12.1;
  - (b) if delivered by commercial courier, at the time of signature of the courier's receipt; or
  - (c) if sent by fax, at the time of transmission.

#### **Clause 12 – Applicable law and jurisdiction**

- 12.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of Switzerland.
- 12.2 Both Parties accept and agree to comply with any relevant and applicable laws and regulations.
- 12.3 The Parties agree that any dispute, arguments or claims arising with respect to or in connection with the execution of this Agreement (as well as any subsequent amendment hereof, including, for example, its structure, validity, effectiveness, interpretation, execution, infringement or termination, and also any non-contractual claim relating hereto) shall be the object of an amicable resolution. In the absence of amicable resolution, the dispute shall be submitted to the exclusive jurisdiction of the Court of Arbitration for Sport in Lausanne, Switzerland, and settled definitively in accordance with the Code of Sports-related Arbitration. The panel will consist of one arbitrator. The language of the arbitration will be English or French.

#### **Clause 13 - Signatories**

The signatories to this Agreement hereby warrant that they have read and agree to the terms, conditions and provisions of this Agreement, including any Appendices, and have full power and authority to sign for and bind their respective organizations.

#### **Clause 14 - Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

**In the name and on behalf of  
AFLD**

\_\_\_\_\_

Bruno GENEVOIS, President.....[Name, Position]

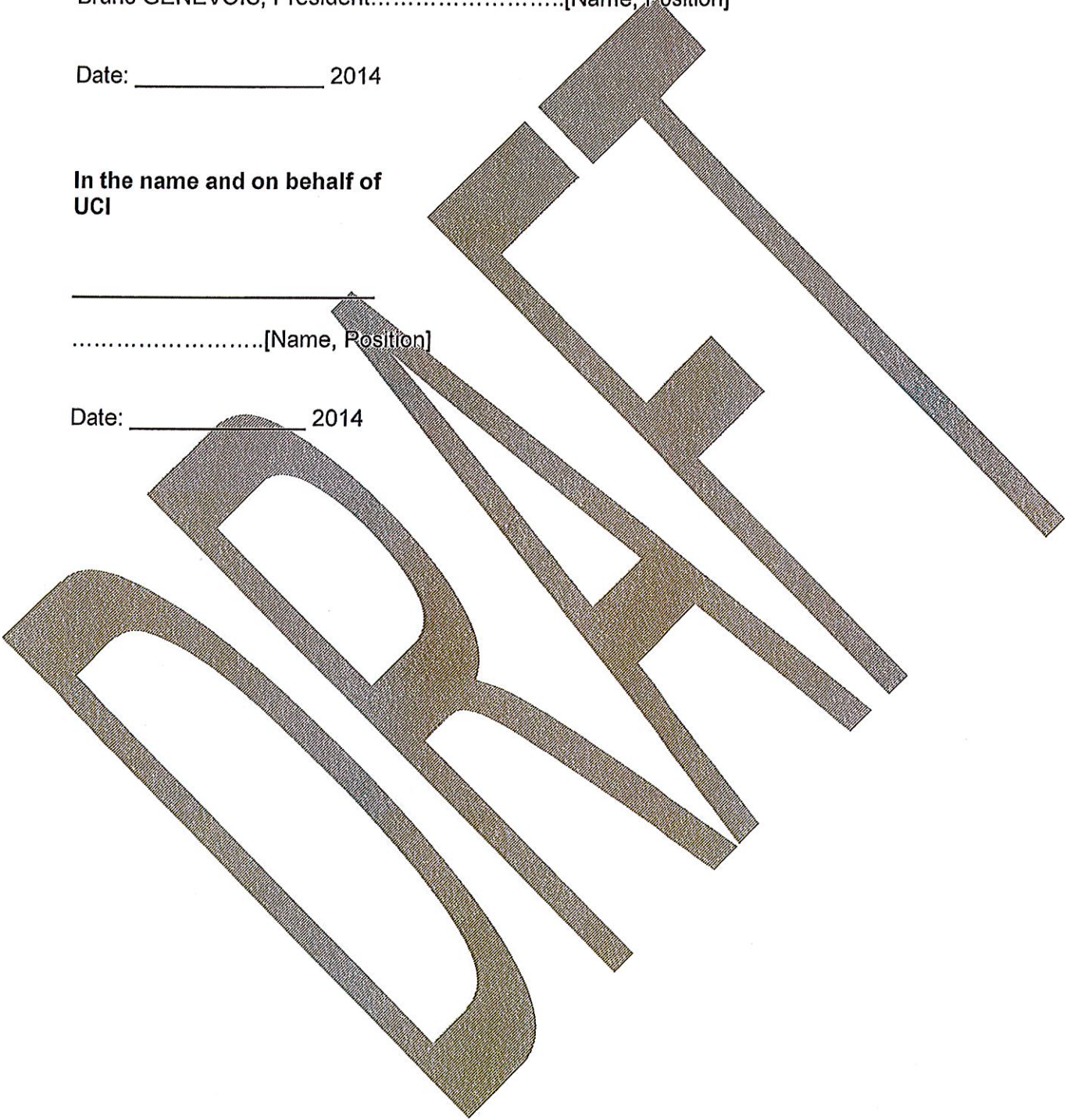
Date: \_\_\_\_\_ 2014

**In the name and on behalf of  
UCI**

\_\_\_\_\_

.....[Name, Position]

Date: \_\_\_\_\_ 2014



## SCHEDULE 1

### Definitions

#### **1. Definitions from the 2009 World Anti-Doping Code**

*ADAMS:* The Anti-Doping Administration and Management System is a Web-based database management tool for data entry, storage, sharing, and reporting designed to assist stakeholders and WADA in their anti-doping operations in conjunction with data protection legislation.

*Athlete:* Any Person who participates in sport at the international level (as defined by each International Federation), the national level (as defined by each National Anti-Doping Organization, including but not limited to those Persons in its Registered Testing Pool), and any other competitor in sport who is otherwise subject to the jurisdiction of any Signatory or other sports organization accepting the Code. All provisions of the Code, including, for example, Testing and therapeutic use exemptions, must be applied to international- and national-level competitors. Some National Anti-Doping Organizations may elect to test and apply anti-doping rules to recreational level or masters competitors who are not current or potential national caliber competitors. National Anti-Doping Organizations are not required, however, to apply all aspects of the Code to such Persons. Specific national rules may be established for Doping Control for non-international-level or non-national-level competitors without being in conflict with the Code. Thus, a country could elect to test recreational-level competitors but not require therapeutic use exemptions or whereabouts information. In the same manner, a Major Event Organization holding an Event only for masters-level competitors could elect to test the competitors but not require advance therapeutic use exemptions or whereabouts information. For purposes of Article 2.8 (Administration or Attempted Administration) and for purposes of anti-doping information and education, any Person who participates in sport under the authority of any Signatory, government, or other sports organization accepting the Code is an Athlete.

*Anti-Doping Organisation (ADO):* A Signatory that is responsible for adopting rules for initiating, implementing or enforcing any part of the Doping Control process. This includes, for example, the International Olympic Committee, the International Paralympic Committee, other Major Event Organizations that conduct Testing at their Events, WADA, International Federations, and National Anti-Doping Organizations.

*Doping Control:* All steps and processes from test distribution planning through to ultimate disposition of any appeal including all steps and processes in between such as provision of whereabouts information, sample collection and handling, laboratory analysis, therapeutic use exemptions, results management and hearings.

*Registered Testing Pool:* The pool of top-level Athletes established separately by each International Federation and National Anti-Doping Organization who are subject to both In-Competition and Out-of-Competition Testing as part of that International Federation's or National Anti-Doping Organization's test distribution plan. Each International Federation shall publish a list which identifies those Athletes included in its Registered Testing Pool either by name or by clearly defined, specific criteria.

*International Standard:* A standard adopted by WADA in support of the Code. Compliance with an International Standard (as opposed to another alternative standard, practice or procedure) shall be sufficient to conclude that the procedures addressed by the International Standard

were performed properly. International Standards shall include any Technical Documents issued pursuant to the International Standard.

*Target Testing:* Selection of Athletes for Testing where specific Athletes or groups of Athletes are selected on a non-random basis for Testing at a specified time.

## **2. Definitions from the International Standard for the Protection of Data and Privacy**

*Personal Information:* Information, including without limitation Sensitive Personal Information, relating to an identified or identifiable Participant or relating to other persons whose information is processed solely in the context of an Anti-Doping Organization's Anti-Doping Activities.

## **3. Definitions from the International Standard for Laboratories**

*Adverse Passport Finding:* A report from an Athlete Passport Management Unit (APMU) that is the end result of the evaluation of the longitudinal profile of Markers, other Passport information (such as training and competition schedules), and expert review that is inconsistent with a normal physiological condition or known pathology and compatible with the use of a Prohibited Substance or Prohibited Method.

*Athlete Biological Passport:* The program and methods of gathering and collating passports as described in this document which includes the Operating Guidelines and the Technical Documents (Appendices).

*Athlete Passport Management Unit (APMU):* A unit composed of a person or persons designated by the Anti-Doping Organisation to administer an Athlete Biological Passport. The unit is responsible for the administrative management of the Passports, advising the Anti-Doping Organisation for intelligent, targeted Testing, liaising with the Expert Panel, compiling and authorizing an Athlete Biological Passport Documentation Package and reporting Adverse Passport Findings.

*Passport:* A collation of all relevant data unique to an individual Athlete that may include longitudinal profiles of Markers, heterogeneous factors unique to that particular Athlete and other relevant information that may help in the evaluation of Markers.

*Prohibited Method:* Any method so described on the Prohibited List.

*Prohibited Substance:* Any substance so described on the Prohibited List.

*Testing Authority(ies):* The Anti-Doping Organisation that has authorized a particular test. For example, the International Olympic Committee, World Anti-Doping Agency, International Federation, National Sport Organisation, National Anti-Doping Organisation, National Olympic Committee, Major Event Organisation, or other authority defined by the Code responsible for authorizing Sample Testing either In-Competition or Out-of-Competition.