

**UNITED STATES ANTI-DOPING
AGENCY**



**PROTOCOL FOR OLYMPIC MOVEMENT
TESTING**

Effective : October 7, 2002

www.usantidoping.org

United States Anti-Doping Agency
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**UNITED STATES ANTI-DOPING AGENCY
 PROTOCOL FOR OLYMPIC MOVEMENT TESTING**
(effective Oct. 7, 2002)

TABLE OF CONTENTS

USADA Protocol	3-10
Annex A—Athlete Location Forms	11-14
Annex B	15
Annex C	16
Annex D—American Arbitration Association Supplementary Procedures for Arbitration	17-30

USADA MISSION STATEMENT

The U.S. Anti-Doping Agency (USADA) is dedicated to eliminating the practice of doping in sport, including U.S. Olympic, Pan American and Paralympic athletes. USADA is the independent anti-doping agency for Olympic sports in the United States, and is responsible for managing the testing and adjudication process for the athletes. USADA is dedicated to preserving the well being of sport, the integrity of competition and ensuring the health of athletes through research initiatives and educational programs.

1. USADA's Relationship with the United States Olympic Committee ("USOC")
 USADA is an independent legal entity not subject to the control of the USOC. The USOC has contracted with USADA to conduct drug testing and results management for participants in the Olympic movement within the United States and to provide educational information to those participants. For purposes of transmittal of information by USADA, the USOC is USADA's client. However, the USOC has authorized USADA to transmit information simultaneously to the relevant National Governing Body ("NGB"), International Federation ("IF") the World Anti-Doping Agency ("WADA") and involved athlete.
2. Athletes Subject to Testing by USADA
 The USOC and NGBs have authorized USADA to test the following athletes:
 - a. Any athlete who is a member of a NGB;
 - b. Any athlete participating at a competition sanctioned by the USOC or a NGB;
 - c. Any foreign athlete who would otherwise be subject to testing by USADA, the USOC or NGB; or
 - d. Any other athlete who has given his/her consent to testing by USADA or who has submitted a USADA or IF out of competition testing location form within the previous twelve months and has not given his or her NGB or USADA written notice of retirement.
 - e. Any athlete who has been named by the USOC or an NGB or is competing in a qualifying event to represent the USOC or NGB in international competition.

USADA will not allow the testing process to be used to harass any athlete. In selecting athletes for testing, USADA will focus primarily on athletes who are participating or have the potential to participate, in international competition.

3. Choice of Rules
 In conducting drug testing and results management under this protocol, USADA will look to the following sources of rules:
 - a. The selection and collection procedures set forth in paragraphs 4, 5 & 6 herein shall apply to all testing done by USADA unless different procedures are agreed to between USADA and the party requesting the test for a particular event.

- b. All tests performed by USADA shall be analyzed by IOC (or WADA) accredited laboratories. In analyzing samples for USADA, those laboratories shall follow the standards established by the IOC (or WADA).
- c. Tests performed by USADA shall be analyzed for the categories of prohibited and restricted substances and methods set forth in the rules of the applicable IF unless agreed otherwise between USADA and the party ordering the test.
- d. USADA shall be responsible for results management of all tests performed by it and all other tests for which the applicable IF rules require the initial adjudication to be done by an NGB, including adjudication of reported positive cases and other potential violations of IF or USOC anti-doping rules, unless otherwise referred by USADA to a foreign sports organization having jurisdiction over the athlete.
- e. Any IF or NGB procedural rule inconsistent with this Protocol shall be superseded by this Protocol.
- f. The USOC may adopt its own Anti-Doping Policies which affect eligibility for USOC teams and benefits.

4. **Selection of Athletes to be Tested In-Competition**
 USADA shall have the authority to determine which athletes will be selected for testing in all competitions tested by USADA. In making this determination, USADA will normally follow NGB or IF selection procedures and will include at a minimum the selection formulas or requests for target selection of particular athletes which are proposed by the USOC or a particular NGB or IF. USADA retains the right to test any athlete that it chooses with or without cause or explanation.

5. **Selection of Athletes to be Tested Out-of-Competition**
 USADA shall have the authority to determine which athletes will be selected for out-of-competition testing by USADA. In making this determination, USADA will carefully consider selection formulas or requests for target selection of particular athletes which are proposed by the USOC or a particular NGB. USADA retains the right to test any athlete that it chooses, with or without cause or explanation.

Each NGB will provide USADA with a regularly updated list of athletes to have included in No Advance Notice or other out-of-competition testing. With respect to each athlete on such list and such additional athletes as may be designated by USADA, the NGB will provide USADA with the information as set forth on the athlete location form attached as Annex A. Thereafter it shall be the responsibility of each individual athlete to provide USADA with updated information as to his or her whereabouts.

6. **Sample Collection**
 Sample collection by USADA, and third parties authorized by USADA to collect samples for USADA including other national anti-doping agencies pursuant to bilateral or multilateral agreements, will substantially conform to the standards set forth by the IOC (or WADA).
7. **Laboratory Analysis**
 All samples collected by USADA will be sent for analysis only to IOC (or WADA)-accredited laboratories.
8. **Notification**
 USADA will provide the following notification with respect to each specimen collected or attempted to be collected by USADA:
 - a. Upon receipt of a negative laboratory report, USADA will promptly forward that result to the athlete, the USOC and the applicable NGB.
 - b. Upon receipt of a positive laboratory A report or a report indicating an elevated testosterone to epitestosterone ratio or epitestosterone concentration, USADA will promptly notify the USOC, the applicable NGB, and athlete at the address on the Doping Control Notification/Signature Form and shall advise the athlete of the date on which the laboratory will conduct the B sample analysis. The athlete may attend the B sample analysis accompanied by a representative at his or her own expense. Prior to the B sample opening, USADA shall provide to the athlete the A sample laboratory documentation set forth on Annex B. A sample shall not be considered positive until after the B sample analysis confirms the A sample analysis or the athlete has expressly waived the B sample analysis.
 - c. Upon receipt of the laboratory's B sample report, USADA shall promptly notify the USOC, the applicable NGB and the athlete. USADA shall then provide to the athlete the B sample documentation package set forth on Annex C. The laboratory shall not be required to produce any documentation in addition to Annexes B and C unless ordered to do so by an arbitrator(s) during adjudication, in which case it shall be produced at the athlete's expense unless ordered otherwise by an arbitrator(s).
 - d. In special circumstances where USADA is conducting testing for an IF, regional or continental sports organization or other Olympic movement sporting body, other than the USOC or an NGB, the notification described in this section shall be made exclusively to that sporting body, the athlete, and, if applicable, to the USOC and NGB.

e. At such time as USADA becomes aware of a potential violation of IF anti-doping rules or USOC Anti-Doping Policies (other than a positive test), then USADA shall provide notice of such potential violation to the athlete, the USOC and the applicable NGB.

f. Notice to an athlete, for all purposes of this Protocol except for notice of negative laboratory reports, shall be effective when delivered by overnight courier to the athlete's most recent address on file with USADA. If USADA is not able to obtain delivery at such address, then USADA shall contact the NGB and send notice by overnight courier to the athlete's most recent address on file with the NGB if that is a different address than the most recent address on file with USADA. If the athlete's most recent address on file with USADA and the NGB is the same, or if USADA is unable to obtain delivery at the athlete's most recent address on file with the NGB, then notice to the athlete shall be effective upon the courier's last attempt to deliver.

9. Results Management

Whenever USADA receives a laboratory report confirming a positive test, an elevated testosterone to epitestosterone ratio or an elevated epitestosterone concentration, or when USADA has other reason to believe that a potential doping violation has occurred, such as admitted doping, refusal to test or trafficking under the rules of the applicable IF or when USADA determines that a violation of the USOC's Anti-Doping Policies has occurred, then USADA shall address that case through the following results management procedures:

a. USADA ANTI-DOPING REVIEW BOARD

The USADA Anti-Doping Review Board ("Review Board") is a group of experts independent of USADA with medical, technical and legal knowledge of anti-doping matters. The Review Board members shall be appointed for two year terms by the USADA Board of Directors. The Review Board shall review all sample test results reported by the laboratory as analytically positive or elevated in accordance with section 9(a)(i) below. Such review shall be undertaken by between three and five Review Board members appointed in each case by USADA's Chief Executive Officer and composed of at least one technical, one medical and one legal expert.

The Review Board shall also review all potential violations of IF or USOC anti-doping rules, other than positive or elevated tests, brought forward by USADA. Review of potential violations other than positive tests shall be undertaken by three Review Board members appointed in each case by USADA's Chief Executive Officer.

i. Upon USADA's receipt of a laboratory report identifying an analytically positive or elevated B test result (or A test result when the B analysis has been expressly waived by the athlete), or when USADA determines that a potential violation of other IF or USOC anti-doping rules has occurred, the following steps shall be taken:

(1) USADA's Chief Executive Officer shall appoint a Review Board as provided in Section (a) above.

(2) The athlete shall be promptly notified that within ten days of date of notice he or she may submit to the Review Board, through USADA, any written materials for the Review Board's consideration. The athlete shall also be provided the name and telephone number of the Athlete Ombudsman.

(3) The Review Board shall be provided the laboratory documentation and any additional information which USADA deems appropriate. Copies of this information shall be provided simultaneously to the athlete and the athlete shall be entitled to file a response with the Review Board.

(4) The Review Board shall be entitled to request additional information from either USADA or the athlete.

(5) Notwithstanding the forgoing, the process before the Review Board shall not be considered a "hearing." The Review Board shall only consider written submittals. Submittals to the Review Board shall not be used in any further hearing or proceeding without the consent of the party making the submittal. The Review Board's recommendations shall not be admissible in any further hearing or proceeding.

(6) The Review Board shall consider the written information submitted to it and shall, by majority vote, make a recommendation to USADA with a copy to the athlete whether or not there is sufficient evidence of doping to proceed with the adjudication process.

(7) USADA shall also forward the Review Board's recommendation to the USOC, the applicable NGB and IF and WADA.

b. ADJUDICATION

i. Following receipt of the Review Board recommendation, USADA shall notify the athlete in writing whether USADA considers the matter closed or alternatively what specific charges or alleged violations will be adjudicated and what sanction, consistent with IF rules, or USOC Anti-Doping Policy; USADA is seeking to have imposed (and other possible sanctions which could be imposed under the applicable IF rules and USOC Policies). The notice shall also include a copy of the USADA Protocol for Olympic Movement Testing and the American Arbitration Association Supplementary Procedures for Arbitration initiated by the United States Anti-Doping Agency attached as Annex D. Within ten (10) days following the date of such notice, the athlete must notify USADA in writing if he or she desires a hearing to contest the sanction sought by USADA. If the sanction is not contested in writing within such ten (10) day period, then the sanction shall be communicated by USADA to the athlete, USOC, the applicable NGB and IF and WADA and thereafter imposed by the NGB. Such sanction shall not be reopened or be subject to appeal unless the athlete can demonstrate by clear and convincing evidence in a subsequent appeal to CAS that he or she did not receive either actual or constructive notice of the opportunity to contest the sanction. The athlete may also elect to avoid the necessity for a hearing by accepting the sanction proposed by USADA. If the sanction is contested by the athlete, then a hearing shall be conducted pursuant to the procedure set forth below.

ii. The hearing will take place before the American Arbitration Association ("AAA") using a single arbitrator (or a three arbitrator panel if demanded by either of the parties) selected from a pool of the North American Court of Arbitration for Sport ("CAS") Arbitrators who shall also be AAA Arbitrators. The hearing will take place in the U.S., be administered by the AAA Vice President who is also the administrator for the Decentralized Office of CAS in the Americas (the "Administrator"), and be conducted under American Arbitration Association Supplementary Procedures for Arbitration initiated by the United States Anti-Doping Agency attached as Annex D. The parties will be USADA and the athlete. USADA shall also invite the applicable IF to participate either as a party or as an observer. For their information only, notice of the hearing date shall also be sent to the USOC, the applicable NGB and WADA.

- iii. Either the athlete or the IF (whether a party or not) shall be entitled to appeal the AAA arbitrator(s) decision to CAS. A CAS appeal shall be filed with the Administrator, the CAS hearing will automatically take place in the U.S. and CAS shall conduct a de novo review of the matter on appeal which inter alia shall specifically include the power to increase, decrease or void the sanctions imposed by the previous Panel. Otherwise the regular CAS appellate rules apply. The decision of CAS shall be final and binding on all parties and shall not be subject to further review or appeal.
- iv. The athlete, within ten (10) days following the Notice described in section (i) above, shall be entitled, at his or her option, to elect to bypass the hearing described in section (ii) above and proceed directly to a single final hearing before CAS conducted in the United States. The CAS decision shall be final and binding on all parties and shall not be subject to further review or appeal.
- v. In all hearings conducted pursuant to this procedure the applicable IF's categories of prohibited substances, definition of doping and sanctions shall be applied unless modified by an applicable USOC Anti-Doping Policy. In the event an IF's rules and the USOC Anti-Doping Policy are silent on an issue, the rules set forth in the Olympic Movement Anti-Doping Code shall apply. Notwithstanding the foregoing: (a) The IOC laboratories used by USADA shall be presumed to have conducted testing and custodial procedures in accordance to prevailing and acceptable standards of scientific practice. This presumption can be rebutted by evidence to the contrary, but the accredited laboratory shall have no onus in the first instance to show that it conducted the procedures other than in accordance with its standard practices conforming to any applicable IOC requirements; (b) minor irregularities in sample collection, sample testing or other procedures set forth herein which cannot reasonably be considered to have effected the results of an otherwise valid test or collection shall have no effect on such results; and (c) if contested, USADA shall have the burden of establishing the integrity of the sample collection process, the chain of custody of the sample, and the accuracy of laboratory test results by clear and convincing evidence unless the rules of the applicable IF set a higher standard.
- vi. All administrative costs of the USADA review and adjudication process will be borne by USADA except the CAS appeal fee which will be paid by the athlete and refunded to the athlete by USADA should the athlete prevail on appeal.
- vii. The results of all hearings shall be communicated by USADA to the athlete, the USOC, the applicable NGB and IF and WADA. The NGB shall impose any sanction resulting from the adjudication process. The NGB shall not impose any sanctions until after the athlete has had the opportunity for a hearing pursuant to section 9(b)ii or 9(b) iv.

Ownership and Use of Samples

All samples collected by USADA shall be the property of USADA. USADA may authorize the use of negative samples for research; however, in such event all markings on the sample which identify the sample as coming from a particular athlete shall be obliterated.

Confidentiality

Except for the notifications to the USOC, NGB, IF and WADA (or other sporting body ordering the test) as otherwise provided in this protocol, USADA shall not publicly disclose an athlete's positive test result or other alleged doping violation until after the athlete has been found to have committed a doping violation in a hearing conducted under either article 9(b)(ii) or 9(b)(iv) above or the athlete has failed to request a hearing within the time set forth in 9(b)(i) or the athlete has agreed to the sanction sought by USADA. USADA does not control how information provided by USADA to the USOC, NGB's, IF's and WADA is disseminated. The USOC Policy is to publicly announce the name of the athlete and the positive test result or other alleged doping violation thirty (30) days after receipt of the Review Board recommendation. USADA may release aggregate statistics of testings and adjudication results.

Expedited Procedures

USADA may shorten any time period set forth in these procedures where doing so is reasonably necessary to resolve an athlete's eligibility before a protected competition.



**UNITED STATES ANTI-DOPING AGENCY
ATHLETE LOCATION FORM INSTRUCTIONS**

PLEASE READ BEFORE FILLING OUT THE ATHLETE LOCATION FORMS

Athlete Information

This section is for gathering personal information to help the Doping Control Officers locate and correctly identify you.

1. **NAME (required):** Provide your complete last, first, and middle name.
2. **GENDER (required):** Check the appropriate box.
3. **DATE OF BIRTH (required):** Provide the month, day, and year of birth.
4. **PHYSICAL ADDRESS (required):** Provide the address where you will be residing for a majority of the upcoming quarter. This address cannot be a P.O. Box. Where indicated, provide the street, apartment number, city, state or province, and country if other than the U.S. Also, be sure to provide your e-mail address, home telephone number, cell phone number, and a fax number where you can be reached. An e-mail address is required for electronic submission of certain location forms and updates of this form.
5. **MAILING ADDRESS:** If your mailing address is different from your primary address, provide your mailing address. This is the address where USADA materials will be sent.
6. **PRIMARY CONTACT PERSON:** Provide the name and telephone number of a person, other than yourself, who will be able to help you locate you if we cannot locate you.
7. **NATIONAL GOVERNING BODY:** Provide the full name of the national governing body for your sport. For example, if you compete in the sport of competitive swimming, you would enter "United States Swimming" and your discipline would be "Swimming." If you are a member of a national governing body, please provide the name of the U.S. Olympic Committee and your discipline would be "Swimming." If you are a member of a national governing body, please provide the name of the U.S. Olympic Committee and your discipline would be "Swimming."

Training Schedule

This section is for gathering information concerning your daily activities. The location of your training facility is most important. We realize that it is difficult for you to know where you will be each day of the week, but your training schedule will help significantly.

8. **Primary Training Location (if not available, with N/A and when the location is not available, provide the name of the facility):** Provide the full name of the facility where you will be training during the upcoming quarter.
9. **FACILITY ADDRESS:** Provide the address of the facility where you will be training during the upcoming quarter. This includes the street, city, and state.
10. **PRIMARY TRAINING FACILITY SCHEDULE (Q):** Provide the times during the upcoming quarter. Fill in all empty boxes with "N/A". Please refer to the following example:

If you train the same time at the same facility during the entire quarter, you may fill in the schedule as follows:

Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
A.M.	8:00 - 11:00	8:00 - 7:00	N/A	8:00 - 7:00	8:00 - 7:00	N/A
P.M.	1:00 - 3:00	1:00 - 3:00	1:00 - 3:00	1:00 - 3:00	1:00 - 3:00	N/A

11. **SECONDARY TRAINING FACILITY SCHEDULE (Q):** Provide the times during the upcoming quarter. Fill in all empty boxes with "N/A". Please refer to the following example:
12. **FACILITY ADDRESS:** Provide the address of the facility where you will be training during the upcoming quarter. This includes the street, city, and state.

If you train at two different facilities during the quarter, you may fill in the schedule as follows:

Day	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
A.M.	10:00 - 12:00	N/A	N/A	N/A	N/A	N/A	10:00 - 12:00
P.M.	2:00	N/A	N/A	N/A	N/A	N/A	2:00

13. **Other Regular Activities:** Provide the times during the day when you will typically have other commitments, such as work or class during the upcoming quarter. Fill in all empty boxes on the schedule with "N/A". Please refer to the following example:
14. **ACTIVITY NAME:** If you don't mind being tested during the activity, provide the full name of the facility where your activity will take place.
15. **ACTIVITY ADDRESS:** Provide the address of the facility where your activity will take place.

If you don't mind being tested during the activity, provide the full name of the facility where your activity will take place.

16. **OTHER REGULAR ACTIVITIES SCHEDULE (Q):** Provide the times during the day when you will typically have other commitments, such as work or class during the upcoming quarter. Fill in all empty boxes on the schedule with "N/A". Please refer to the following example:

Day	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
A.M.	N/A	7:30 - 10:30	N/A	7:30 - 10:30	N/A	7:30 - 10:30	N/A
P.M.	N/A	N/A	N/A	N/A	N/A	N/A	N/A



UNITED STATES ANTI-DOPING AGENCY

ATHLETE LOCATION FORM

QUARTERLY UPDATE: July - September 2003
Return to USADA by June 1, 2003

If the form you most recently submitted to USADA includes a valid e-mail address, you may submit this location form electronically at www.usantidoping.org. Please type or print legibly and be as accurate and thorough as possible. * Required information. USADA will consider your location form incomplete if it is missing required information.

Athlete Information

1. NAME:
2. GENDER:
3. DATE OF BIRTH:
4. PHYSICAL ADDRESS:
5. MAILING ADDRESS:
6. PRIMARY CONTACT PERSON:

7. NATIONAL GOVERNING BODY:
8. PRIMARY TRAINING LOCATION:
9. FACILITY ADDRESS:
10. PRIMARY TRAINING LOCATION SCHEDULE:

Table with columns: Day, Sunday, Monday, Tuesday, Wednesday, Thursday, Friday, Saturday. Rows for A.M. and P.M.

11. FACILITY NAME:
12. FACILITY ADDRESS:
13. SECONDARY TRAINING LOCATION SCHEDULE:

Table with columns: Day, Sunday, Monday, Tuesday, Wednesday, Thursday, Friday, Saturday. Rows for A.M. and P.M.

14. ACTIVITY NAME:
15. ACTIVITY ADDRESS:
16. OTHER REGULAR ACTIVITIES SCHEDULE:

Table with columns: Day, Sunday, Monday, Tuesday, Wednesday, Thursday, Friday, Saturday. Rows for A.M. and P.M.

Periods when you regularly participate in activities other than training should be filled in with a Z on the Quarterly Schedule - page 2, 600.

Quarterly Schedule

This information will serve to create a more comprehensive picture of where you will be on any given day of the upcoming quarter.

17. NAME (required): Provide your complete last, first, and middle name as you did for #1.

18. ADDITIONAL TEMPORARY ADDRESSES (A, B, C, D): Provide the addresses for any additional residences where you will stay during the upcoming quarter. Also, provide the corresponding training facility address where you will train while you are staying at each residence.

19. COMPETITION SCHEDULE (E): Provide the name, location, country, and dates of all competitions you will compete in during the upcoming quarter in the space provided. Attach additional pages if necessary.

20. QUARTERLY SCHEDULE: Fill in the schedule with the letters that correspond to the addresses where you will train during the quarter. For example, if you will be at your primary training facility July 1 through July 15, you would enter 'A' in each of those days on the schedule. Similarly, if you will be at your secondary training facility from July 16 through July 22, you would enter 'B' in each of those days on the schedule. If you will be at one of the ADDITIONAL TEMPORARY ADDRESSES A, B, C, or D in each of those days on the schedule with the corresponding letter A, B, C, or D. Finally, if you have competitions during the quarter, you would enter the letter E in each of those days on the schedule with the letter E.

You may use the letter T to denote a day of travel if the travel will occupy your day and not allow you to be at your training locations during that day. For example, if you are going to a competition in another country, you would enter the letter T in each of those days where you will be traveling during the quarter.

The letter T should only denote days where you are traveling during the quarter.

For additional assistance, please refer to the following example:

In addition to her primary training facility, secondary training facility, and any other residences, the athlete would list an additional temporary address in August 10 through 15. She also has a competition September 22 through 24. She will list the schedule as follows:

R = Residences, T = Temporary Training, Y = Secondary Training, Z = Other Regular Activities, A, B, C, D = Temporary Residences, E = Competition, T = Day of Travel

21. ATHLETE SIGNATURE: Read the acknowledgment, sign your name, and provide the date of your signature.

22. ADDITIONAL PAGES: FEEL FREE TO ATTACH ADDITIONAL PAGES IF THERE IS INSUFFICIENT ROOM ON THIS FORM FOR YOU TO PROVIDE COMPLETE INFORMATION REGARDING YOUR PERSONAL INFORMATION, DAILY SCHEDULE, OR QUARTERLY SCHEDULE. ALSO, YOU ARE ENCOURAGED TO ATTACH ADDITIONAL SCHEDULES IF APPLICABLE.

23. QUESTIONS: IF YOU HAVE ANY QUESTIONS ABOUT THE ATHLETE LOCATION FORM THAT CANNOT BE ANSWERED BY THIS INSTRUCTION SHEET, FEEL FREE TO CONTACT USADA. VISIT US ON THE WEB AT: WWW.USANTIDOPING.ORG FOR MORE INFORMATION ABOUT USADA. VISIT US ON THE WEB AT: WWW.USANTIDOPING.ORG

24. DUE DATE: THE JULY 2003 - SEPTEMBER 2003 ATHLETE LOCATION FORM MUST BE RETURNED TO USADA BY JUNE 1, 2003.

WHEN YOU HAVE COMPLETED THE ATHLETE LOCATION FORM, DOUBLE CHECK THE FORM FOR ACCURACY, AND MAIL OR FAX THE FORM TO THE FOLLOWING ADDRESS:

UNITED STATES ANTI-DOPING AGENCY
2550 TENDERFOOT HILL ST.
COLORADO SPRINGS, CO 80904
FAX: (719) 785-2099

If the form you most recently submitted to USADA includes a valid e-mail address, you may submit this location form electronically at www.usantidoping.org

ANNEX B

The following documents will accompany the initial notification to the athlete of a positive "A" sample analysis:

1. A standard notice setting forth the review procedures, athlete's rights, and contact information for the USOC Athlete Ombudsman.
2. Notification of the prohibited substance at issue which could result in a doping violation. In those cases where an administrative threshold concentration is employed, that threshold will be noted. When possible, the degree to which the athlete's sample exceeds the threshold will be reported.
3. An abbreviated analytical report to the "A" confirmation analysis. The abbreviated data should include applicable analytical confirmation technique (e.g., gas chromatography/mass spectrometric) graphical data for negative control urine, a positive control urine (including quantitative data where relevant), and the athlete's sample. The purpose of this data is to allow the athlete or their representative to determine a course of action. It is understood that due to time constraints involved, there is typically less time to review and organize this data prior to transmittal than with the documentation package to accompany the "B" sample which will also address documents related to the "A" analysis.



**UNITED STATES ANTI-DOPING AGENCY
ATHLETE LOCATION FORM**

Quarterly Schedule

*17. NAME:

18. ADDITIONAL TEMPORARY ADDRESSES:

A.	B.	C.	D.
Temporary Residence Address	Temporary Residence Address	Temporary Residence Address	Temporary Residence Address
Street _____ City _____ State/province _____ Zip code _____ Country (if other than U.S.) _____	Street _____ City _____ State/province _____ Zip code _____ Country (if other than U.S.) _____	Street _____ City _____ State/province _____ Zip code _____ Country (if other than U.S.) _____	Street _____ City _____ State/province _____ Zip code _____ Country (if other than U.S.) _____
Temporary Training Address	Temporary Training Address	Temporary Training Address	Temporary Training Address
Name of facility _____ Street _____ City _____ State/province _____ Zip code _____ Country (if other than U.S.) _____	Name of facility _____ Street _____ City _____ State/province _____ Zip code _____ Country (if other than U.S.) _____	Name of facility _____ Street _____ City _____ State/province _____ Zip code _____ Country (if other than U.S.) _____	Name of facility _____ Street _____ City _____ State/province _____ Zip code _____ Country (if other than U.S.) _____

19. COMPETITION SCHEDULE:

E. Competition

	Location	Country	Dates
Name of competition _____	City _____ State/province _____	Country (if other than U.S.) _____	Starting date _____ Ending date _____
Name of competition _____	City _____ State/province _____	Country (if other than U.S.) _____	Starting date _____ Ending date _____
Name of competition _____	City _____ State/province _____	Country (if other than U.S.) _____	Starting date _____ Ending date _____
Name of competition _____	City _____ State/province _____	Country (if other than U.S.) _____	Starting date _____ Ending date _____

20. QUARTERLY SCHEDULE: Fill-in each box on the calendar with the letters corresponding to the places you will be during that day. (R, X, Y, Z, A, B, C, D, E, or T)

JULY 2003						
SUN	MON	TUE	WED	THUR	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

AUGUST 2003						
SUN	MON	TUE	WED	THUR	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SEPTEMBER 2003						
SUN	MON	TUE	WED	THUR	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

R = Residence, X = Primary Training Location, Y = Secondary Training Location, Z = Other Regular Activities, A,B,C,D = Temporary Residence Address, E = Competition, T = Day of Travel

I acknowledge that this form may be shared with the World Anti-Doping Agency on the condition that the information be used for doping control purposes only.

*21. ATHLETE SIGNATURE:

ANNEX C

The following documentation will be supplied as the standard documentation package:

- Table of contents/Sample identification information
- Organization requesting the test
- Date of sample collection and site identification
- USADA sample identification number
- Laboratory sample identification number
- Chain of custody documentation for sample container
- Doping Control Notification form (Laboratory copy)
- Transportation chain of custody (e.g., courier documentation, laboratory receipt of container)
- Notices of any irregularities (e.g., memoranda for the record)
- *A* sample container chain(s) of custody
- *A* Sample Screening Results
- Relevant aliquot chain(s) of custody
- Screening procedure data, including chromatograms (or other relevant data), for Negative control urine
 - Positive control urine (with concentration indicated, if relevant)
 - Sample urine aliquot(s)
- *A* Sample Confirmation Results
 - Summary of the analytical principles of the confirmation method
 - Aliquot chain of custody
 - Sequence verification data
 - Confirmation procedure data, including chromatograms (or other relevant data), for Negative control urine
 - Positive control urine (with concentration indicated, if relevant)
 - Standard(s)/calibrator(s) (if relevant)
 - Sample urine aliquot(s)
 - Analytical run instrument validation data (e.g., tune data)
 - *A* sample report (including numerical data for threshold substances*)
 - pH, Specific Gravity, and other urine integrity test results (if applicable, including abnormal appearance of sample) performed in laboratory.
- *B* Sample Confirmation Results
 - *B* sample container chain(s) of custody
 - Summary of the analytical principles of the confirmation method (if different than *A*)
 - Aliquot chain of custody
 - Sequence verification data
 - Confirmation procedure data, including chromatograms (or other relevant data), for Negative control urine
 - Positive control urine (with concentration indicated, if relevant)
 - Standard(s)/calibrator(s) (if relevant)
 - Sample urine aliquot(s)
 - Analytical run instrument validation data (e.g., tune data)
 - *B* sample report (including numerical data for threshold substances*)
- Reports and Correspondence
 - All facsimiles or letters related to analysis and reporting of sample results

*For threshold substances, an estimate of the ratio or concentration or an estimate of the concentration relative to the threshold (i.e. 20 times the threshold concentration) is deemed acceptable.

ANNEX D

American Arbitration Association Supplementary Procedures for Arbitration Initiated by the United States Anti-Doping Agency ("USADA")

R-1. Applicability

The Commercial Arbitration Rules of the American Arbitration Association, as modified by with these Supplementary Procedures shall apply to arbitrations which arise out of the United States Anti-Doping Agency's (USADA) Protocol for Olympic Movement Testing. To the extent that there is any variance between the Commercial Arbitration Rules and the Supplementary Procedures for Arbitrations initiated by USADA, the Supplementary Procedures shall control.

R-2. AAA and Delegation of Duties

Doping cases shall be administered by the AAA through the AAA Vice President then serving as the Secretary for the North American/Central American/Caribbean Islands Decentralized Office of The Court of Arbitration for Sport or his/her designee (the "Administrator").

R-3. National Panel of Arbitrators

The Panel of Arbitrators for doping cases shall consist of the North American Court of Arbitration of Sport ("CAS") Arbitrators who shall also be AAA Arbitrators (the "Arbitrator Pool").

R-4. Initiation under an Arbitration Provision in a Contract

Arbitration proceedings shall be initiated by USADA by sending a notice to the athlete and the Administrator which sets forth the sanction, consistent with the applicable International Federation rules, which USADA is seeking to have imposed and other possible sanctions which could be imposed under the applicable International Federation rules. The notice shall also advise the athlete of the name and telephone number of the Athlete Ombudsman and shall include a copy of the USADA Protocol for Olympic Sport Testing and the Modifications to AAA Commercial Rules. The parties to the proceeding shall be USADA and the athlete. The applicable International Federation shall also be invited to join in the proceeding as a party or as an observer.

R-5. Initiation under a Submission

Parties to any existing dispute may commence an arbitration under these rules by filing at any office of the AAA two copies of a written submission to arbitrate under these rules, signed by the parties. It shall contain a statement of the nature of the dispute, the names and addresses of all parties, any claims and counterclaims, the amount involved, if any,

the remedy sought, and the hearing locale requested, together with the appropriate filing fee as provided in the schedule included with these rules. Unless the parties state otherwise in the submission, all claims and counterclaims will be deemed to be denied by the other party.

R-6. Changes of Claim

After filing of a claim, if either party desires to make any new or different claim or counterclaim, it shall be made in writing and filed with the AAA. The party asserting such a claim or counterclaim shall provide a copy to the other party, who shall have 15 days from the date of such transmission within which to file an answering statement with the AAA. After the arbitrator is appointed, however, no new or different claim may be submitted except with the arbitrator's consent.

R-7. Applicable Procedures

All cases shall be administered in accordance with Sections R-1 through R-57 of these rules.

The applicable procedure shall be the regular procedure (as opposed to the Expedited or Complex procedures) set forth in the AAA Commercial Arbitration Rules.

R-8. Jurisdiction

- (a) The arbitrator shall have the power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope or validity of the arbitration agreement.
- (b) The arbitrator shall have the power to determine the existence or validity of a contract of which an arbitration clause forms a part. Such an arbitration clause shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitrator that the contract is null and void shall not for that reason alone render invalid the arbitration clause.
- (c) A party must object to the jurisdiction of the arbitrator or to the arbitrability of a claim or counterclaim no later than the filing of the answering statement to the claim or counterclaim that gives rise to the objection. The arbitrator may rule on such objections as a preliminary matter or as part of the final award.

R-9. Mediation

The reference to mediation shall be deleted.

R-10. Administrative Conference

At the request of any party or upon the AAA's own initiative, the AAA may conduct an administrative conference, in person or by telephone, with the parties and/or their representatives. The conference may address such issues as arbitrator selection, potential mediation of the dispute, potential exchange of information, a timetable for hearings and any other administrative matters. There is no administrative fee for this service.

R-11. Fixing of Locale

The locale of the arbitration shall be in the United States at a location determined by the Administrator using criteria established by the AAA.

R-12. Qualifications of an Arbitrator

- (a) Any neutral arbitrator appointed pursuant to Section R-13, R-14, R-15, or selected by mutual choice of the parties or their appointees, shall be subject to disqualification for the reasons specified in Section R-19. If the parties specifically so agree in writing, the arbitrator shall not be subject to disqualification for those reasons.

Delete R-12(b). Party-appointed arbitrators are expected to be neutral and may be disqualified for the reasons set forth in R-19.

R-13. Appointment from Panel

If the parties have not appointed an arbitrator and have not provided any other method of appointment, the arbitrator shall be appointed in the following manner:

- (a) Immediately after the filing of the submission or the answering statement or the expiration of the time within which the answering statement is to be filed, the AAA shall send simultaneously to each party to the dispute an identical list of names of persons chosen from the panel. The parties are encouraged to agree to an arbitrator from the submitted list and to advise the AAA of their agreement.
- (b) If the parties are unable to agree upon an arbitrator, each party to the dispute shall have 5 days from the transmittal date in which to strike names objected to, number the remaining names in order of preference, and return the list to the AAA. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the AAA shall invite the acceptance of an arbitrator to serve. If the parties fail to agree on any of the persons named, or if acceptable arbitrators are unable to act, or if for any other reason the appointment cannot be made from the submitted lists, the AAA shall have the

power to make the appointment from among other members of the panel without the submission of additional lists. The time limit for striking names and returning the list of arbitrators shall be five days instead of 15 days.

Delete (c) and replace with the following: Within 5 days following the completion of the arbitrator selection process set forth in R-12(a) and (b), either party may elect instead to have the matter heard by a panel of three arbitrators. Any party so electing shall designate one arbitrator from the Arbitrator Pool within such 5 day period. The other party shall have an additional 5 days to designate an arbitrator from the Arbitrator Pool. A third arbitrator from the Arbitration Pool, who will not be from the original list, shall be designated by the Administrator as the chairman of the panel.

R-14. Direct Appointment by a Party

(a) If the agreement of the parties names an arbitrator or specifies a method of appointing an arbitrator, that designation or method shall be followed. The notice of appointment, with the name and address of the arbitrator, shall be filed with the AAA by the appointing party. Upon the request of any appointing party, the AAA shall submit a list of members of the panel from which the party may, if it so desires, make the appointment.

(b) If the agreement specifies a period of time within which an arbitrator shall be appointed and any party fails to make the appointment within that period, the AAA shall make the appointment.

(c) If no period of time is specified in the agreement, the AAA shall notify the party to make the appointment. If within 15 days after such notice has been sent, an arbitrator has not been appointed by a party, the AAA shall make the appointment.

R-15. Appointment of Neutral Arbitrator by Party-Appointed Arbitrators or Parties

(a) If the parties have selected party-appointed arbitrators, or if such arbitrators have been appointed as provided in Section R-14, and the parties have authorized them to appoint a neutral arbitrator within a specified time and no appointment is made within that time or any agreed extension, the AAA may appoint a neutral arbitrator, who shall act as chairperson.

(b) If no period of time is specified for appointment of the neutral arbitrator and the party-appointed arbitrators or the parties do not make the appointment within 15 days from the date of the appointment of the last party-appointed arbitrator, the AAA may appoint the neutral arbitrator, who shall act as chairperson.

(c) If the parties have agreed that their party-appointed arbitrators shall appoint the neutral arbitrator from the panel, the AAA shall furnish to the party-appointed arbitrators, in the manner provided in Section R-13, a list selected from the panel, and the appointment of the neutral arbitrator shall be made as provided in that section.

R-16. Nationality of Arbitrator

Where the parties are nationals or residents of different countries, the AAA, at the request of any party or on its own initiative, may appoint as a neutral arbitrator a national of a country other than that of any of the parties. The request must be made prior to the time set for the appointment of the arbitrator as agreed by the parties or set by these rules.

R-17. Number of Arbitrators

If the arbitration agreement does not specify the number of arbitrators, the dispute shall be heard and determined by one arbitrator, unless the AAA, in its discretion, directs that three arbitrators be appointed. The parties may request three arbitrators in their demand or answer, which request the AAA will consider in exercising its discretion regarding the number of arbitrators appointed to the dispute.

R-18. Notice to Arbitrator of Appointment

Notice of the appointment of the neutral arbitrator, whether appointed mutually by the parties or by the AAA, shall be sent to the arbitrator by the AAA, together with a copy of these rules, and the signed acceptance of the arbitrator shall be filed with the AAA prior to the opening of the first hearing.

R-19. Disclosure and Challenge Procedure

(a) Any person appointed as a neutral arbitrator shall disclose to the AAA any circumstance likely to affect impartiality or independence, including any bias or any financial or personal interest in the result of the arbitration or any past or present relationship with the parties or their representatives. Upon receipt of such information from the arbitrator or another source, the AAA shall communicate the information to the parties and, if it deems it appropriate to do so, to the arbitrator and others.

(b) Upon objection of a party to the continued service of a neutral arbitrator, the AAA shall determine whether the arbitrator should be disqualified and shall inform the parties of its decision, which shall be conclusive.

R-20. Communication with Arbitrator

(a) No party and no one acting on behalf of any party shall communicate unilaterally concerning the arbitration with a neutral arbitrator or a candidate for neutral arbitrator. Unless the parties agree otherwise or the arbitrator so directs, any communication from the parties to a neutral arbitrator shall be sent to the AAA for transmittal to the arbitrator.

(b) The parties or the arbitrators may also agree that once the panel has been constituted, no party and no one acting on behalf of any party shall communicate unilaterally concerning the arbitration with any party-appointed arbitrator.

R-21. Vacancies

(a) If for any reason an arbitrator is unable to perform the duties of the office, the AAA may, on proof satisfactory to it, declare the office vacant. Vacancies shall be filled in accordance with the applicable provisions of these rules.

(b) In the event of a vacancy in a panel of neutral arbitrators after the hearings have commenced, the remaining arbitrator or arbitrators may continue with the hearing and determination of the controversy, unless the parties agree otherwise.

(c) In the event of the appointment of a substitute arbitrator, the panel of arbitrators shall determine in its sole discretion whether it is necessary to repeat all or part of any prior hearings.

R-22. Preliminary Hearing

(a) At the request of any party or at the discretion of the arbitrator or the AAA, the arbitrator may schedule as soon as practicable a preliminary hearing with the parties and/or their representatives. The preliminary hearing may be conducted by telephone at the arbitrator's discretion. There is no administrative fee for the first preliminary hearing.

(b) During the preliminary hearing, the parties and the arbitrator should discuss the future conduct of the case, including clarification of the issues and claims, a schedule for the hearings and any other preliminary matters.

R-23. Exchange of Information

(a) At the request of any party or at the discretion of the arbitrator, consistent with the expedited nature of arbitration, the arbitrator may direct (i) the production of documents and other information, and (ii) the identification of any witnesses to be called.

(b) At least five (5) business days prior to the hearing, the parties shall exchange copies of all exhibits they intend to submit at the hearing.

(c) The arbitrator is authorized to resolve any disputes concerning the exchange of information.

R-24. Date, Time, and Place of Hearing

Except as may be mutually agreed by the parties or upon the request of a single party for good cause as may be determined by the arbitrator, the hearing, including any briefing ordered by the arbitrator, shall be completed within three months of the appointment of the arbitrator. On good cause shown by any party, the hearing process shall be expedited as may be necessary in order to resolve the determination of an athlete's eligibility prior to any protected competition or team selection for a protected competition.

R-25. Attendance at Hearings

The arbitrator and the AAA shall maintain the privacy of the hearings unless the law provides to the contrary. Any person having a direct interest in the arbitration is entitled to attend hearings. The arbitrator shall otherwise have the power to require the exclusion of any witness, other than a party or other essential person, during the testimony of any other witness. It shall be discretionary with the arbitrator to determine the propriety of the attendance of any other person other than a party and its representatives. *At the arbitrator's discretion, hearings may also be conducted telephonically.*

R-26. Representation

Any party may be represented by counsel or other authorized representative. A party intending to be so represented shall notify the other party and the AAA of the name and address of the representative at least three days prior to the date set for the hearing at which that person is first to appear. When such a representative initiates an arbitration or responds for a party, notice is deemed to have been given.

R-27. Oaths

Before proceeding with the first hearing, each arbitrator may take an oath of office and, if required by law, shall do so. The arbitrator may require witnesses to testify under oath administered by any duly qualified person and, if it is required by law or requested by any party, shall do so.

R-28. Stenographic Record

Any party desiring a stenographic record shall make arrangements directly with a stenographer and shall notify the other parties of these arrangements at least three days in advance of the hearing. The requesting party or parties shall pay the cost of the

record. If the transcript is agreed by the parties, or determined by the arbitrator to be the official record of the proceeding, it must be provided to the arbitrator and made available to the other parties for inspection, at a date, time, and place determined by the arbitrator.

R-29. Interpreters

Any party wishing an interpreter shall make all arrangements directly with the interpreter and shall assume the costs of the service.

R-30. Postponements

The arbitrator may postpone any hearing upon agreement of the parties, upon request of a party for good cause shown, or upon the arbitrator's own initiative. A party or parties causing a postponement of a hearing will be charged a postponement fee, as set forth in the administrative fee schedule.

R-31. Arbitration in the Absence of a Party or Representative

Unless the law provides to the contrary, the arbitration may proceed in the absence of any party or representative who, after due notice, fails to be present or fails to obtain a postponement. An award shall not be made solely on the default of a party. The arbitrator shall require the party who is present to submit such evidence as the arbitrator may require for the making of an award.

R-32. Conduct of Proceedings

(a) The claimant shall present evidence to support its claim. The respondent shall then present evidence to support its defense. Witnesses for each party shall also submit to questions from the arbitrator and the adverse party. The arbitrator has the discretion to vary this procedure, provided that the parties are treated with equality and that each party has the right to be heard and is given a fair opportunity to present its case.

(b) The arbitrator, exercising his or her discretion, shall conduct the proceedings with a view to expediting the resolution of the dispute and may direct the order of proof, bifurcate proceedings and direct the parties to focus their presentations on issues the decision of which could dispose of all or part of the case.

(c) The parties may agree to waive oral hearings in any case.

R-33. Evidence

(a) The parties may offer such evidence as is relevant and material to the dispute and shall produce such evidence as the arbitrator may deem necessary to an understanding and determination of the dispute. Conformity to legal rules of evidence shall not be necessary. All evidence shall be taken in the presence of all of the arbitrators and all of the parties, except where any of the parties is absent, in default or has waived the right to be present.

(b) The arbitrator shall determine the admissibility, relevance, and materiality of the evidence offered and may exclude evidence deemed by the arbitrator to be cumulative or irrelevant.

(c) The arbitrator shall take into account applicable principles of legal privilege, such as those involving the confidentiality of communications between a lawyer and client.

(d) An arbitrator or other person authorized by law to subpoena witnesses or documents may do so upon the request of any party or independently.

(e) *New Rule: In all hearings conducted pursuant to these rules, the applicable International Federation's categories of prohibited substances, definition of doping and sanctions shall be applied. In the event an IF's rules are silent on an issue, the rules set forth in the Olympic Movement Anti-Doping Code shall apply. IF and Code rules may be mitigated, as appropriate, by the principles set forth in the decisions of CAS. Notwithstanding the foregoing, (a) The IOC laboratories used by USADA shall be presumed to have conducted testing and custodial procedures in accordance to prevailing and acceptable standards of scientific practice. This presumption can be rebutted by evidence to the contrary, but the accredited laboratory shall have no onus in the first instance to show that it conducted the procedures other than in accordance with its standard practices conforming to any applicable IOC requirements;*

(b) *laboratories shall only be required to produce the documentation provided for in USADA's Protocol for Olympic Sport Testing unless the arbitrator finds that the athlete has a compelling need for additional information. In such event, the cost from the laboratory of providing the additional information shall be borne by the athlete;* (c) *minor irregularities in sample collection, sample testing or other procedures set forth herein which cannot reasonably be considered to have effected the results of an otherwise valid test or collection shall have no effect on such results; and (d) if contested, USADA shall have the burden of establishing the integrity of the sample collection process, the chain of custody of the sample, and the accuracy of laboratory test results by clear and convincing evidence unless the rules of the applicable IF set a higher standard.*

R-34. Evidence by Affidavit and Posthearing Filing of Documents or Other Evidence

- (a) The arbitrator may receive and consider the evidence of witnesses by declaration or affidavit, but shall give it only such weight as the arbitrator deems it entitled to after consideration of any objection made to its admission.
- (b) If the parties agree or the arbitrator directs that documents or other evidence be submitted to the arbitrator after the hearing, the documents or other evidence shall be filed with the AAA for transmission to the arbitrator. All parties shall be afforded an opportunity to examine and respond to such documents or other evidence.

R-35. Inspection or Investigation

An arbitrator finding it necessary to make an inspection or investigation in connection with the arbitration shall direct the AAA to so advise the parties. The arbitrator shall set the date and time and the AAA shall notify the parties. Any party who so desires may be present at such an inspection or investigation. In the event that one or all parties are not present at the inspection or investigation, the arbitrator shall make an oral or written report to the parties and afford them an opportunity to comment.

R-36. Interim Measures

- (a) The arbitrator may take whatever interim measures he or she deems necessary, including injunctive relief and measures for the protection or conservation of property and disposition of perishable goods.
- (b) Such interim measures may take the form of an interim award, and the arbitrator may require security for the costs of such measures.
- (c) A request for interim measures addressed by a party to a judicial authority shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.

R-37. Closing of Hearing

The arbitrator shall specifically inquire of all parties whether they have any further proofs to offer or witnesses to be heard. Upon receiving negative replies or if satisfied that the record is complete, the arbitrator shall declare the hearing closed.

If briefs are to be filed, the hearing shall be declared closed as of the final date set by the arbitrator for the receipt of briefs. If documents are to be filed as provided in Section R-34 and the date set for their receipt is later than that set for the receipt of briefs, the later date shall be the closing date of the hearing. The time limit within which the arbitrator is required to make the award shall commence, in the absence of other agreements by the parties, upon the closing of the hearing.

R-38. Reopening of Hearing

The hearing may be reopened on the arbitrator's initiative, or upon application of a party, at any time before the award is made. If reopening the hearing would prevent the making of the award within the specific time agreed on by the parties in the contract(s) out of which the controversy has arisen, the matter may not be reopened unless the parties agree on an extension of time. When no specific date is fixed in the contract, the arbitrator may reopen the hearing and shall have 10 days from the closing of the reopened hearing within which to make an award. *The 30 day period for re-opening a hearing [under rule 38] shall be reduced to 10 days.*

R-39. Waiver of Rules

Any party who proceeds with the arbitration after knowledge that any provision or requirement of these rules has not been complied with and who fails to state an objection in writing shall be deemed to have waived the right to object.

R-40. Extensions of Time

The parties may modify any period of time by mutual agreement. The AAA or the arbitrator may for good cause extend any period of time established by these rules, except the time for making the award. The AAA shall notify the parties of any extension.

R-41. Serving of Notice

- (a) Any papers, notices, or process necessary or proper for the initiation or continuation of an arbitration under these rules, for any court action in connection therewith, or for the entry of judgment on any award made under these rules may be served on a party by mail addressed to the party, or its representative at the last known address or by personal service, in or outside the state where the arbitration is to be held, provided that reasonable opportunity to be heard with regard to the dispute is or has been granted to the party.
- (b) The AAA, the arbitrator and the parties may also use overnight delivery or electronic facsimile transmission (fax), to give the notices required by these rules. Where all parties and the arbitrator agree, notices may be transmitted by electronic mail (E-mail), or other methods of communication.
- (c) Unless otherwise instructed by the AAA or by the arbitrator, any documents submitted by any party to the AAA or to the arbitrator shall simultaneously be provided to the other party or parties to the arbitration.

R-42. Majority Decision

When the panel consists of more than one arbitrator, unless required by law or by the arbitration agreement, a majority of the arbitrators must make all decisions.

R-43. Time of Award

The award shall be made promptly by the arbitrator and, unless otherwise agreed by the parties or specified by law, no later than 10 days from the date of closing the hearing, or, if oral hearings have been waived, from the date of the AAA's transmittal of the final statements and proofs to the arbitrator. *The 30 day period given to the arbitrator [under rule 43j] for rendering an award shall be reduced to 10 days.*

R-44. Form of Award

(a) Any award shall be in writing and signed by a majority of the arbitrators. It shall be executed in the manner required by law. *In all cases, the arbitrator shall render a reasoned award.*

R-45. Scope of Award

(a) The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of the agreement of the parties, including, but not limited to, specific performance of a contract.

(b) In addition to a final award, the arbitrator may make other decisions, including interim, interlocutory, or partial rulings, orders, and awards. In any interim, interlocutory, or partial award, the arbitrator may assess and apportion the fees, expenses, and compensation related to such award as the arbitrator determines is appropriate.

(c) In the final award, the arbitrator shall assess the fees, expenses, and compensation provided in Sections R-51, R-52, and R-53. The arbitrator may apportion such fees, expenses, and compensation among the parties in such amounts as the arbitrator determines is appropriate.

(d) The award of the arbitrator(s) may include: (a) interest at such rate and from such date as the arbitrator(s) may deem appropriate; and (b) an award of attorneys' fees if all parties have requested such an award or it is authorized by law or their arbitration agreement.

All fees and expenses payable to the AAA, the arbitrator or for witnesses or proof produced at the direct request of the arbitrator shall be paid solely by USADA.

R-46. Award upon Settlement

If the parties settle their dispute during the course of the arbitration and if the parties so request, the arbitrator may set forth the terms of the settlement in a "consent award."

R-47. Delivery of Award to Parties

Parties shall accept as notice and delivery of the award the placing of the award or a true copy thereof in the mail addressed to the parties or their representatives at the last known addresses, personal or electronic service of the award, or the filing of the award in any other manner that is permitted by law.

R-48. Modification of Award

Within 5 days after the transmittal of an award, any party, upon notice to the other parties, may request the arbitrator, through the AAA, to correct any clerical, typographical, or computational errors in the award. The arbitrator is not empowered to redetermine the merits of any claim already decided. The other parties shall be given 5 days to respond to the request. The arbitrator shall dispose of the request within 5 days after transmittal by the AAA to the arbitrator of the request and any response thereto. *The time periods provided for seeking modification of the award [under rule 48] shall be reduced to 5 days.*

R-49. Release of Documents for Judicial Proceedings

The AAA shall, upon the written request of a party, furnish to the party, at the party's expense, certified copies of any papers in the AAA's possession that may be required in judicial proceedings relating to the arbitration. *The AAA shall also furnish copies of documents required in connection with CAS proceedings.*

R-49 A. New Rule:

The arbitration award may be appealed to CAS by either the athlete or by the applicable International Federation (whether or not a party). Notice of appeal shall be filed with the Administrator within the time period provided in the CAS appellate rules. Appeals to CAS filed under these rules shall be heard in the United States. The decisions of CAS shall be final and binding on all parties and shall not be subject to any further review or appeal except as permitted by the Swiss Federal Judicial Organization Act or the Swiss statute on private international law.

R-50. Applications to Court and Exclusion of Liability

- (a) No judicial proceeding by a party relating to the subject matter of the arbitration shall be deemed a waiver of the party's right to arbitrate.
- (b) Neither the AAA nor any arbitrator in a proceeding under these rules is a necessary party in judicial proceedings relating to the arbitration.
- (c) Parties to an arbitration under these rules shall be deemed to have consented that judgment upon the arbitration award may be entered in any federal or state court having jurisdiction thereof.
- (d) Neither the AAA nor any arbitrator shall be liable to any party for any act or omission in connection with any arbitration conducted under these rules.

R-51. Administrative Fees

As a not-for-profit organization, the AAA shall prescribe filing and other administrative fees and service charges to compensate it for the cost of providing administrative services. The fees in effect when the fee or charge is incurred shall be applicable.

The filing fee shall be advanced by the party or parties making a claim or counterclaim, subject to final apportionment by the arbitrator in the award.

The AAA may, in the event of extreme hardship on the part of any party, defer or reduce the administrative fees.

R-52. Expenses

The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the arbitration, including required travel and other expenses of the arbitrator, AAA representatives, and any witness and the cost of any proof produced at the direct request of the arbitrator, shall be borne equally by the parties, unless they agree otherwise or unless the arbitrator in the award assesses such expenses or any part thereof against any specified party or parties.

R-53. Neutral Arbitrator's Compensation

- (a) Unless the parties agree otherwise, members of the National Panel of Commercial Arbitrators appointed as neutrals on cases administered under the Expedited Procedures with claims not exceeding \$10,000, will customarily serve without compensation for the first day of service. Thereafter, arbitrators shall receive compensation as set forth herein.

- (b) Arbitrators shall be compensated at a rate consistent with the arbitrator's stated rate of compensation, beginning with the first day of hearing in all cases with claims exceeding \$10,000.

- (c) If there is disagreement concerning the terms of compensation, an appropriate rate shall be established with the arbitrator by the AAA and confirmed to the parties.

- (d) Any arrangement for the compensation of a neutral arbitrator shall be made through the AAA and not directly between the parties and the arbitrator.

R-54. Deposits

The AAA may require the parties to deposit in advance of any hearings such sums of money as it deems necessary to cover the expense of the arbitration, including the arbitrator's fee, if any, and shall render an accounting to the parties and return any unexpended balance at the conclusion of the case.

R-55. Interpretation and Application of Rules

The arbitrator shall interpret and apply these rules insofar as they relate to the arbitrator's powers and duties. When there is more than one arbitrator and a difference arises among them concerning the meaning or application of these rules, it shall be decided by a majority vote. If that is not possible, either an arbitrator or a party may refer the question to the AAA for final decision. All other rules shall be interpreted and applied by the AAA.

R-56. Suspension for Nonpayment

If arbitrator compensation or administrative charges have not been paid in full, the AAA may so inform the parties in order that one of them may advance the required payment. If such payments are not made, the arbitrator may order the suspension or termination of the proceedings. If no arbitrator has yet been appointed, the AAA may suspend the proceedings.

R-57. New Rule:

Notwithstanding the foregoing, any athlete, within 10 days following the date of the notice described in R-4 above, shall be entitled, at his or her option, to elect to bypass the hearing process described above and proceed directly to a single final hearing before CAS, which hearing will be conducted in the United States.

The CAS decision shall be final and binding and shall not be subject to further review or appeal except as permitted by the Swiss Federal Judicial Organization Act or the Swiss statute on private international law.