

United States Olympic & Paralympic Committee



USOPC Policy Name: National Anti-Doping Policy

Date of Issuance: 1/1/2021

Owner: Legal

Applies to: USOPC Board and staff, NGBs, USADA, *Athletes*, *Athlete Support Personnel* and other *Persons* as specified in this policy.

Purpose: To outline the roles, responsibilities and requirements of the United States Olympic & Paralympic Committee (“USOPC”), National Governing Bodies (“NGBs”) ¹, *Athletes* ², *Athlete Support Personnel*, other *Persons*, as specified in this policy, and the United States Anti-Doping Agency (“USADA”) to comply with the *World Anti-Doping Code* (“*Code*”) and adhere to our commitment against doping in sport.

Policy Statement: This National Anti-Doping Policy (“Policy”) is adopted and implemented in accordance with the USOPC’s responsibilities under the *Code* and as part of the USOPC’s commitment to the purposes of the world anti-doping program. The Policy is also an indication of the USOPC’s cooperation and coordination with the *World Anti-Doping Agency* (“WADA”) and USADA to initiate, implement, and enforce the *Doping Control* process and fulfill its obligations under the *Code* and *International Standards*, in furtherance of the USOPC’s continuing efforts to eradicate doping in sport.

Section 1. Conformance with the *World Anti-Doping Code* and *International Standards*.

Section 1.1. This Policy is written to conform to the *Code* and adhere to the *International Standards* adopted by WADA. The Policy adopts and implements all of the provisions and respective commentary of the *Code*, without substantive change, which are required to be adhered to by *National Olympic Committees* and National Paralympic Committees, as set forth in Article 23.2.2 of the *Code*.

Section 2. Fundamental Rationale. The USOPC supports anti-doping programs to protect the health of *Athletes* and to provide the opportunity for *Athletes* to pursue sport without the *Use of Prohibited Substances* and *Prohibited Methods*. To maintain the integrity of sport and respect all competitors, fair competition, a level playing field and clean sport, the USOPC adheres to following core values in anti-doping programs:

- Health
- Ethics, fair play and honesty
- *Athletes’* rights as set forth in the *Code*
- Excellence in performance
- Character and *Education*

¹ An NGB will also refer to a Paralympic Sport Organization (PSO) and will also include the USOPC, through its U.S. Paralympics division, when it governs and manages an internal Paralympic Sport.

² Capitalized and italicized terms have the meaning set forth in the Definitions Section (Appendix 1) of the *Code*.

- Fun and joy
- Teamwork
- Dedication and commitment
- Respect for rules and laws
- Respect for self and other *Participants*
- Courage
- Community and solidarity

Section 3. Scope and Application of the Policy and Agreement by *Athletes, Athlete Support Personnel* and other *Persons* to be Bound by the Policy and the USADA Protocol.

Section 3.1. All USOPC and NGB board members, directors and officers will comply with anti-doping rules, including refraining from engaging in any direct and intentional misconduct, and agree to and be bound by the *Code*, this Policy and the USADA Protocol for Olympic and Paralympic Movement Testing and its Annexes (“USADA Protocol”).

Section 3.2. All USOPC and NGB employees³ who are involved in any aspect of *Doping Control* or serve as *Athlete Support Personnel*, will comply with anti-doping rules, including refraining from engaging in any direct and intentional misconduct, and agree to be bound by the *Code*, this Policy and the USADA Protocol.

Section 3.3. All *Athletes, Athlete Support Personnel* and other *Persons*, by virtue of their membership in an NGB, participation in the Olympic, Paralympic, Pan American, Parapan American or Youth Olympic Games, participation in an *Event* or *Competition* organized or sanctioned by an NGB, an International Federation (“IF”), the International Olympic Committee (“IOC”), the International Paralympic Committee (“IPC”) or other *Major Event Organization*, participation on a national team, utilization of an Olympic and Paralympic Training Center (“OPTC”), receipt of benefits from the USOPC or an NGB, inclusion in the *Registered Testing Pool* (“RTP”) or Clean Athlete Program (“CAP”), or otherwise subject to the *Code* agree to be bound by this Policy and by the USADA Protocol.

Section 3.4. Each NGB will be responsible for requiring *Athletes, Athlete Support Personnel* and other *Persons* participating in its sport to agree to and be bound by anti-doping rules, including the *Code*, IF rules, this Policy and the USADA Protocol and USADA’s or other respective *Anti-Doping Organization’s Results Management* authority as a condition of participation or involvement in sport. Agreement to be bound is implied from participation in sport regardless of membership, employment or policy-making status. This will be provided in at least the bylaws, rules or policies of the NGB, and will include language as provided and approved by the USOPC in consultation with USADA.

Section 3.5. For sports that are either temporarily or permanently operated by the USOPC, it is the duty of individual participants of the sport to comply with the *Code*, anti-doping rules of the applicable IF, this Policy, and of USADA, including the USADA Protocol, and all other policies and rules adopted by WADA, the applicable IF, the USOPC and USADA. *Athlete* participants will be available for *Testing* by the applicable IF, USADA and/or other *Anti-Doping Organizations* with *Testing* authority or their designees at any time and understand that the *Use* of methods or substances prohibited by the applicable anti-doping rules and other anti-doping rule violations make them subject to *Consequences* including, but not limited to, *Disqualification, Ineligibility, and Provisional Suspension*. If it is determined that an *Athlete, Athlete Support Personnel* or other

³ Applied equally to any *Delegated Third Parties* and their employees.

Person subject to the USOPC authority may have committed an anti-doping rule violation, the respective *Athlete*, *Athlete Support Personnel* or other *Person* agree to submit to the *Results Management* authority and processes of USADA, including arbitration under the USADA Protocol, or to the *Results Management* authority of the applicable IF or other *Anti-Doping Organization* (“*ADO*”), if applicable or referred by USADA.

Section 4. Responsibilities of the USOPC.

Section 4.1. The USOPC, as a *Signatory* to the *Code*, pledges to fulfill its obligations and responsibilities under the *Code* and the *International Standards* adopted by WADA, including recognizing and complying with the *Code* and the *International Standards* as applicable and the anti-doping rules adopted by USADA, and reporting on compliance matters as requested.

Section 4.2. The USOPC will support and assist WADA, USADA and any other *ADO* in their anti-doping efforts. Further, the USOPC pledges to cooperate with WADA and USADA in promoting health, fairness and equality for all *Athletes*. Additionally, the USOPC will respect the autonomy of USADA and laboratories⁴, and avoid any interference with their operational decisions and activities.

Section 4.3. The USOPC will support and assist WADA, USADA and any other *ADO* with authority to conduct an investigation in their anti-doping efforts and will cooperate with these *ADOs* in investigations into potential anti-doping rule violations. Additionally, the USOPC will pursue all potential anti-doping rule violations within its authority, including investigations into whether *Athlete Support Personnel* or other *Persons* may have been involved in each case of doping.

Section 4.4. In the USOPC’s support for worldwide harmonization in the fight against doping, along with coordinated and effective anti-doping programs, the USOPC discourages non-compliance with the *Code* from any *Signatory* or any members organizations of a *Signatory*, and will take appropriate action to discourage and prevent non-compliance in accordance with Article 24.1 of the *Code* and the *International Standard* for *Code* Compliance by *Signatories*.

Section 4.5. The USOPC will not knowingly employ, contract or appoint a *Person* to any position involving *Doping Control* (other than authorized anti-doping *Education* or rehabilitation programs) or serving as an *Athlete Support Personnel* who is *Provisionally Suspended* or is a serving a period of *Ineligibility*.⁵

Section 5. Compliance by NGBs.

Section 5.1. As a condition of membership, recognition and certification by the USOPC, all NGBs will comply with this Policy and satisfy all anti-doping requirements for NGB certification in the USOPC Audit Standards, and will adhere, in all respects, to the applicable provisions of the *Code*, the *International Standards*, respective IF’s anti-doping rules (which are in compliance with the *Code*), *Major Event Organizations* anti-doping rules, and the USADA Protocol. NGBs will not have any anti-doping rule, policy or program which is inconsistent with this Policy, the *Code*, the *International Standards* or the USADA Protocol. The USOPC will take appropriate compliance action against any NGB that fails to comply with the *Code* and *International Standards* in accordance with Article 12 of the *Code*.

⁴ As provided for in the *International Standard* for Laboratories.

⁵ Will also apply to those *Persons* who otherwise had engaged in conduct that would have constituted an anti-doping rule violation within the previous six years if they had been subject to *Code*-compliant rules.

Section 5.2. NGB compliance with this Policy, the *Code*, *International Standards*, respective IF anti-doping rules, *Major Event Organizations* anti-doping rules and the USADA Protocol will be a condition of USOPC funding.

Section 5.3. NGBs will support and assist the USOPC, WADA, the IOC, IPC, the Pan American Sports Organization (“Panam Sports”), their respective IF and USADA in eradicating doping in sport and discourage any non-compliance from the *Code*. NGBs will recognize the authority of USADA and assist USADA in the national *Testing* program.

Section 5.4. NGBs pledge to cooperate with WADA and USADA in promoting health, fairness and equality for all *Athletes* and will assist its IF in anti-doping operations. Additionally, NGBs will respect the autonomy of USADA, and laboratories⁶ and avoid any interference with their operational decisions and activities.

Section 5.5. NGBs will support and assist WADA, USADA and any other ADO with authority to conduct an investigation in their anti-doping efforts and cooperate with these ADOs in investigations into potential anti-doping rule violations, including by encouraging their *Athletes*, *Athlete Support Personnel*, other *Persons*, representatives and members to cooperate with investigations. Further, NGBs will report information suggesting or relating to an anti-doping rule violation or potential anti-doping rule violation to USADA and their respective IF.

Section 5.6. NGBs will recognize, impose, implement and enforce any applicable decision of an anti-doping rule violation and related sanction communicated to it by USADA and/or any other ADO.

Section 5.7. NGBs will assist USADA in ensuring that *Athletes* competing in the NGB’s sport are entered into the RTP and/or CAP, when appropriate.

Section 5.8. At least six months prior to the commencement of the Olympic, Paralympic, Pan American or Parapan American Games, as appropriate, NGBs will provide USADA with a list of all *Athletes* in their sport they reasonably anticipate may be selected to represent the U.S. in the Olympic, Paralympic, Pan American or Parapan American Games.

Section 5.9. NGBs will encourage *Athletes* competing in their sport and included in the RTP or CAP to provide to USADA timely and accurate whereabouts information and to make themselves available for *Sample* collection.

Section 5.10. NGBs will designate a dedicated contact person who will act as a liaison between USADA and the NGB.

Section 5.11. NGBs will assist the USOPC, WADA, USADA, and their respective IF in promoting, coordinating and conducting anti-doping *Education* and practices.

Section 5.12. NGBs will make a reasonable effort to provide USADA with a list or calendar of national level *Events* and international level *Events* in which *International-Level* and *National-Level Athletes* anticipate competing at on an annual basis.

Section 5.13. NGBs will assist USADA in requests for information about elite level international *Athletes* who are expected to train or compete in the United States and will thereby be under the *Testing* jurisdiction of USADA.

⁶ As provided for in the *International Standard* for Laboratories.

Section 5.14. NGBs will not knowingly employ, contract or appoint a *Person* to any position involving *Doping Control* (other than authorized anti-doping *Education* or rehabilitation programs) or serving as an *Athlete Support Personnel* who is *Provisionally Suspended* or is serving a period of *Ineligibility*.⁷

Section 6. International Federation and Major Event Organization Rules.

Section 6.1. The requirements and consequences set forth in this Policy will be in addition to those obligations imposed by the various IFs and *Major Event Organizations*, including the IOC and IPC, and will not relieve any *Athlete*, *Athlete Support Personnel*, or any other *Person* of the consequences of failing to comply with the anti-doping rules of his or her IF or *Major Event Organization*.

Section 7. Disqualification, Ineligibility, Provisional Suspension and Loss of USOPC and NGB Opportunities and Benefits.

Section 7.1. As provided in the *Code*, the term *Disqualification* means that the *Athlete's* results in a particular *Competition* or *Event* are invalidated, with all resulting *Consequences* including forfeiture of any medals, points and prizes. *Ineligibility* means that the *Athlete*, *Athlete Support Personnel* or any other *Person* is barred on account of an anti-doping rule violation for a specified period of time from participating in any *Competition* or other activity or from receiving some or all sport-related financial support or other sport-related benefits as provided in Article 10.14 of the *Code*. The term *Provisional Suspension* means that the *Athlete*, *Athlete Support Personnel* or any other *Person* is barred temporarily from participating in any *Competition* or activity prior to the final decision at a hearing conducted under Article 8 of the *Code*.

Section 7.2. The applicable USOPC rule on loss of financial support or other sport-related benefits and services as a result of *Disqualification*, *Ineligibility* or *Provisional Suspension* is set forth in Attachment A and is incorporated herein by reference.

Section 7.3. Under the *Code*, NGBs, as members of a *Code Signatory* (the USOPC), must engage in the same or similar suspensions of benefits and services as the USOPC as outlined in Attachment A. NGBs are to adopt policies similar to those adopted by the USOPC in this Policy. Additionally, if an NGB recovers prize money forfeited as a result of an anti-doping rule violation, the NGB will take reasonable measures to allocate and distribute the prize money to *Athletes* who would have been entitled to it had the forfeiting *Athlete* not competed.

Section 8. Athlete Support Personnel Restrictions.

Section 8.1. *Athlete Support Personnel* found to be *Using Prohibited Substances* or *Prohibited Methods* without valid justification will be prohibited by NGBs and the USOPC from providing support to *Athletes* for a specified period of time, nor receive or be eligible for any USOPC or NGB benefits and services. This includes any employment, contract or volunteer service at the USOPC or NGB.

Section 9. Requirements Pertaining to Athlete Testing.

Section 9.1. USADA, with the assistance of NGBs, and input from IFs, will identify which *Athletes*

⁷ Will also apply to those *Persons* who otherwise had engaged in conduct that would have constituted an anti-doping rule violation within the previous six years if they had been subject to *Code*-compliant rules.

will be enrolled in the *RTP* and the *CAP* as outlined in USADA's policies.

Section 9.2. *Athletes* included in the *RTP* and *CAP* are required to provide whereabouts information specific to each testing pool, as outlined in USADA's policies, and make themselves available for *Sample* collection in compliance with the *Code*. Further, *Athletes* who are not regular members of an NGB and who are identified to qualify in the Olympic, Paralympic, Pan American, Parapan American or Youth Olympic Games, will, as a condition of participation in the respective *Event*, provide whereabouts information as required by the *International Standard* for *Testing* and Investigations as soon as the *Athlete* is identified on the long list or subsequent entry document. Additionally, such *Athletes* will make themselves available for *Sample* collection consistent with the conditions for eligibility established by the IOC, IPC, Panam Sports or their respective IF, as applicable.

Section 9.3. USADA will, prior to the lead-up to an Olympic, Paralympic, Pan American, Parapan American or Youth Olympic Games, review those *Athletes* in the *RTP* and *CAP* and change or increase the number as appropriate as provided for in USADA's policies.

Section 9.4. *Testing* of *Athletes* will be conducted by USADA as it considers appropriate to fulfill its responsibilities under the *Code* and the *International Standards* for *Testing* and Investigations and under its agreement with the USOPC to ensure, as far as possible, that *Athletes* are training and competing clean.

Section 10. Protection of Personal Information.

Section 10.1. USOPC may collect, store, process or disclose personal information relating to *Athletes*, *Athlete Support Personnel* and other *Persons* where necessary and appropriate to conduct their *Anti-Doping Activities* under the *Code* and *International Standards* (including specifically the *International Standard* for the Protection of Privacy and Personal Information), this Policy, and in compliance with applicable law.

Section 11. Retirement and Return to Active Participation in Sport.

Section 11.1. An *International-* or *National-Level Athlete* in the *RTP* who retires, and then subsequently wishes to return to active participation in any sport, will not compete in *International* or *National Events* until the *Athlete* has made himself or herself available for *Testing* by giving six months prior written notice to his or her IF and USADA.

Section 11.2. Pursuant to Article 5.6.1 of the *Code*, an *Athlete* seeking an exemption from the six-month written notice rule must apply to USADA. An *Athlete* seeking an exemption must follow all policies, rules, and procedures established by *WADA*. Exemptions to the six-month requirement will be granted by *WADA*, in consultation with USADA and the *Athlete's* IF, where the strict application of the rule would be unfair to the *Athlete*.

Any competitive results obtained in violation of Sections 11.1 and 11.2 will be *Disqualified* unless the *Athlete* can establish that he or she could not have reasonably known that this was an *International* or a *National Event*.

Section 11.3. An *Athlete* who retires and subsequently desires to return to active participation in any sport must comply with any applicable USADA and IF retirement and/or reinstatement rule.

Section 12. Right to a Hearing.

Section 12.1. No *Athlete, Athlete Support Personnel* or any other *Person* will (i) have his or her results disqualified or (ii) be declared ineligible for an anti-doping rule violation without first being afforded an opportunity for a fair hearing within a reasonable time by an impartial and *Operationally Independent* hearing panel pursuant to the USADA Protocol and as set forth in Article 8 of the *Code* and the *International Standard* for Results Management. Additionally, no *Athlete, Athlete Support Personnel* or any other *Person* will have a *Provisional Suspension* imposed unless the *Athlete, Athlete Support Personnel* or any other *Person* is given an opportunity for a *Provisional Hearing* either before or promptly after the imposition of the *Provisional Suspension*, or for an expedited hearing promptly after the imposition of the *Provisional Suspension* pursuant to the USADA Protocol and as set forth in Article 8 of the *Code* and the *International Standard* for Results Management. In addition, the *Athlete, Athlete Support Personnel* or any other *Person* will also be given an opportunity for an expedited appeal against the imposition of a *Provisional Suspension*, pursuant to the USADA Protocol and as set forth in Article 13 of the *Code*.

Section 13. Public Disclosure.

Section 13.1. No later than 20 days after (i) the assertion of an anti-doping rule violation not being timely challenged, (ii) a hearing has been waived, (iii) an appeal has been waived, (iv) it has been determined in an appellate decision, (v) the matter has been resolved under Article 10.8 of the *Code*, or (vi) a new period of *Ineligibility*, or reprimand, has been imposed under Article 10.14.3 of the *Code*, USADA will *Publicly Disclose* the disposition of the anti-doping rule violation in accordance with Article 14.3 of the *Code*. USADA in its sole discretion may determine exceptions to the *Public Disclosure* requirement for a *Minor, Protected Person* or *Recreational Athlete*.

Section 14. Mandatory Education.

Section 14.1. In compliance with the *Code* and the *International Standard* for *Education*, mandatory participation in specially formulated anti-doping *Educational* and prevention programs facilitates *Athletes, Athlete Support Personnel*, and other *Persons'* understanding of the applicable anti-doping rules and of their rights and responsibilities under those rules. Such *Educational* programs should focus on prevention, include the harm to one's health associated with doping and encourage and foster a clean sport environment. *Education* of *Athletes, Athlete Support Personnel* and other *Persons* will be conducted by USADA as it considers appropriate to fulfill its responsibilities under the *Code* and the *International Standard* for *Education* and under its agreement with the USOPC to ensure, as far as possible, that *Athletes* are training and competing clean.

Section 14.2. An *Athlete* designated for inclusion in the USADA *RTP* or *CAP* or receiving or returning from a sanction as a result of an anti-doping violation is required within the timeframe established by USADA, and for those in the USADA *RTP* or *CAP* on an annual basis thereafter, to complete a USADA online *Education* program designed specifically for *Athletes* (USADA Athlete Education Module or comparable form of anti-doping *Education* provided by USADA).

Section 14.3. An *Athlete* who is a credentialed member of the Olympic, Paralympic, Pan American, Parapan American, and/or Youth Olympic Games team of the United States is required to complete, prior to participation in those Games, a USADA online *Education* program specifically designed for *Athletes* (USADA Athlete Education Module or comparable form of anti-doping *Education* provided by USADA). An *Athlete* who is a credentialed member of any other *Event* as part of a USOPC delegation is required to complete, prior to participation at this *Event*,

an *Education* program designed by USADA.

Section 14.4. A coach who is a credentialed member of the Olympic, Paralympic, Pan American, Parapan American, Youth Olympic Games team of the United States, or other *Event* as part of a USOPC delegation is required to complete, within the one year⁸ prior to participation in those Games or *Event*, a USADA online *Education* program designed specifically for coaches (USADA Coach Education Module or comparable form of anti-doping *Education* provided by USADA).

Section 14.5. All medical personnel (including, but not limited to doctors, nurses, medical technicians, paramedical persons, physical therapists, massage therapists and trainers) and science providers (including, but not limited to psychologists, physiologists, and nutritionists) who are credentialed members of the Olympic, Paralympic, Pan American, Parapan American, Youth Olympic Games team of the United States, or other *Event* as part of a USOPC delegation are required to complete, within the two years⁹ prior to participation in those Games or *Event*, a USADA online *Education* program specifically designed for medical personnel (USADA Medical Education Module or comparable form of anti-doping *Education* provided by USADA) or WADA's Sport Physician Toolkit.

Section 14.6. All NGB and USOPC staff (includes employees, independent contractors, Board Members and volunteers) who are credentialed members of the Olympic, Paralympic, Pan American, Parapan American, Youth Olympic Games team of the United States, or other *Event* as part of a USOPC delegation are required to complete, prior to participation in those Games or *Event*, a USADA *Education* program, specifically designed for *Athlete Support Personnel*.

Section 14.7. All USOPC board members, directors, officers, and employees who are involved in any aspect of *Doping Control* or serving as *Athlete Support Personnel* are required to complete a USADA *Education* program designed specifically for *Athlete Support Personnel*.

Section 15. Delegated Third Parties.

Section 15.1. Any aspect of *Doping Control* or anti-doping *Education* that is delegated to a *Delegated Third Party*, either from the USOPC or USADA, will perform such aspects in compliance with the *Code*, *International Standards*, and this Policy. The USOPC and USADA will ensure that any delegated aspects are performed in compliance with the Code.

Section 16. Non-retaliation.

Section 16.1. No *Athlete* or other *Person* will conduct any act that threatens or seeks to intimidate another *Person* with the intent of discouraging the *Person* from the good-faith reporting¹⁰ of information that relates to an alleged anti-doping rule violation or alleged non-compliance with the *Code* to WADA, an *Anti-Doping Organization*, law enforcement, regulatory or professional disciplinary body, hearing body or *Person* conducting an investigation for WADA or an *Anti-Doping Organization*.

⁸ The USOPC may, in its sole discretion, set a shorter deadline for coaches to complete the USADA online *Education* program prior to participation to capture any changes that USADA incorporates into its training or for other justifiable reason.

⁹ The USOPC may, in its sole discretion, set a shorter deadline for medical personnel to complete the USADA or WADA online *Education* program prior to participation to capture any changes that USADA or WADA incorporates into its training or for other justifiable reason.

¹⁰ A report is not made in good-faith when the reporting *Person* knows the report to be false.

Section 16.2. No *Athlete* or other *Person*, will retaliate against a *Person* who, in good faith, has provided evidence or information that related to an alleged anti-doping rule violation or alleged non-compliance with the *Code* to WADA, an *Anti-Doping Organization*, law enforcement, regulatory or professional disciplinary body, hearing body or *Person* conducting an investigation for WADA or an *Anti-Doping Organization*.

Section 16.3. Retaliation includes, but is not limited to, actions that threaten the physical or mental well-being or economic interests of the reporting *Persons*, their families or associates. Retaliation, threatening and intimidation also include any act against such a reporting *Person* that lacks a good faith basis or is a disproportionate response. Retaliation does not include the assertion in good faith of an anti-doping rule violation against the reporting *Person* by an *Anti-Doping Organization*.

Section 16.4. If any *Person* believes that another *Person* has engaged in retaliation contrary to this Policy, or otherwise violated this Policy, they may report the allegations to the USOPC Integrity Line in accordance with the USOPC Speak Up Policy, or to USADA in accordance with the USADA Whistleblowing Policy.

Section 17. Athlete Resources.

Section 17.1. In the USOPC's support of an *Athlete's* fundamental right to participate in doping-free sport, the USOPC will take reasonable measures to ensure that *Athletes* will be afforded rights as articulated in the *Athletes' Anti-Doping Rights Act* as approved by WADA.

Section 17.2. The Office of the Athlete Ombuds is available to provide independent and confidential advice to *Athletes* regarding their rights under the *Code*, this Policy, and any other applicable anti-doping rule and to assist in the resolution of *Athlete* concerns and disputes. *Athletes* may contact the Athlete Ombuds at: ombudsman@usathlete.org or 719-866-5000 or visit their website at www.usathlete.org for more information and resources.

Section 17.3. The Office of Athlete Ombuds oversees the management and implementation of the *Athlete* legal aid program for eligible *Athletes* lacking adequate resources to effectively participate in dispute resolution processes including anti-doping matters. For information about the *Athlete* legal aid program including eligibility criteria, *Athletes* may visit www.usathlete.org.

Section 17.4. *Athletes* and any other *Person* may report allegations of doping through USADA's Play Clean Tip Center, and pursuant to the USADA Whistleblowing Policy at www.usada.org.

Section 18. USADA Responsibility.

Section 18.1. USADA will be responsible for implementing those provisions of this Policy that apply to it.

Section 19. Review.

Section 19.1. The USOPC will review implementation of this Policy on an annual basis.

Section 20. Effective Date.

Section 20.1. This Policy, adopted by the USOPC Board of Directors on December 18, 2020 will go into effect on January 1, 2021. This Policy will not apply retroactively to matters pending before January 1, 2021, except as provided in Article 27 of the *Code*. The previous Policy, adopted on

December 13, 2019, will remain in effect until December 31, 2020.

Attachment A

Loss of Benefits for Anti-Doping Rule Violations

Section 1. Overview

The USOPC provides various benefits and services to *Athletes*,¹¹ including financial services, sport performance services, health and well-being benefits, and legal aid. As a condition of receipt of the various USOPC benefits along with participation in sport, *Athletes* agree to abide by relevant anti-doping rules and policies from WADA, IOC, IPC, IFs, USADA, and the USOPC.

The USOPC National Anti-Doping Policy (NADP) Loss of Benefits Grid outlines the various benefits and services and corresponding resulting consequences upon interim actions and/or an anti-doping rule violation. To the extent the USOPC creates a benefit not listed in the grid, the USOPC will endeavor to classify the new benefit in accordance with similar benefits in the grid.

If a *Person* other than an *Athlete* commits an anti-doping rule violation, that *Person* will have proportionate consequences as set forth for an *Athlete*. Additionally, NGBs must engage in the same or similar suspensions of benefits and services as the USOPC.

Section 2. Consequences upon Interim Actions

Some USOPC benefits will be suspended and accrued upon an interim action in a pending anti-doping matter. Interim actions include: (i) when there is an *Adverse Analytical Finding* on a “B” *Sample* (or on an “A” *Sample*, if a “B” *Sample* analysis is waived), (ii) when USADA or other *Anti-Doping Sports Organization (ADO)* conducting the *Results Management* process files charges against the *Athlete* or other *Person*, or (iii) when a *Provisional Suspension* has been accepted or imposed.

Upon notification of the occurrence of any of the above interim actions, the USOPC will suspend and accrue all payments for Financial Services, Tuition Assistance, and Simon Grants/Needs Based Funding.

Additionally, upon the occurrence of a *Provisional Suspension*, the affected *Person* is not permitted to participate in any Sport Performance Service that relates to an organized activity at an Olympic & Paralympic Training Center (OPTC) or Training Site, pursuant to Article 10.14 of the Code.

If any payment has been accrued and the *Athlete* is subsequently found not to have committed an anti-doping rule violation, the payment accrued will be paid to the *Athlete*. If a Tuition Grant payment has been accrued and the *Athlete* is subsequently found not to have committed an anti-doping rule violation, the Tuition Grant payment will be paid, provided the *Athlete* satisfactorily completed, or completes, the course of education for which the Tuition Grant was based.

For all other USOPC benefits, no consequences will occur until after a sanction for an anti-doping rule violation is imposed, in which case the benefit and consequence will be addressed in accordance with the Loss of Benefits Grid.

Section 3. Consequences upon Sanction Imposed

¹¹ This will apply equally to any other *Person* that may receive benefits and services from the USOPC.

Additional loss of benefits occur when the *ADO* conducting the *Results Management* process finds that an anti-doping rule violation has occurred and a sanction is imposed through any of the following means: (i) a hearing panel has made a ruling on the matter, (ii) an acceptance of a sanction, or (iii) when the assertion of an anti-doping rule violation has not otherwise been timely challenged and a sanction imposed.

When a sanction is imposed, the loss of benefits will take effect in accordance with the Loss of Benefits Grid, irrespective that the sanction may be subject to appeal as provided for in Article 13 of the *Code*.

When a sanction is imposed, an *Athlete* cannot be considered for or receive any additional USOPC benefit or service¹² during any period of *Ineligibility*.

Section 4. Repayment Obligations

If the USOPC makes a payment to an *Athlete* after the occurrence of the anti-doping violation, but prior to a sanction imposed, the *Athlete* will have a repayment obligation to the USOPC equal to the amount of the benefit received by the *Athlete* during any period of *Ineligibility*.

An *Athlete* must return and repay in full any Monetary Award that is based off a single competitive result which is *Disqualified* for an anti-doping rule violation. If the USOPC recovers prize money forfeited as a result of an anti-doping rule violation, the USOPC will take reasonable measures to allocate and distribute the prize money to any U.S. *Athlete* who has been entitled to it had the forfeiting *Athlete* not competed.

Section 5. Return to Training Exception

As provided for in Article 10.14.2 of the *Code*, an *Athlete* may return to train with a team or to use the facilities of a club, including the OPTC and any Training Site during the shorter of: (1) the last two months of the *Athlete's* period of *Ineligibility*, or (2) the last one-quarter of the period of *Ineligibility* imposed. An *Athlete* who qualifies to return to train at the OPTC or any Training Site, may utilize all services provided at those centers associated with training, which may include sport performance services, dining and other privileges during this period. This may also include room and board if the *Athlete* meets the NGB criteria for any on-site programs.

Section 6. Appeal Rights

If benefits are taken away after a sanction for an anti-doping rule violation is imposed, and the *Athlete* appeals the decision to the Court of Arbitration (CAS), or another entity with standing appeals the decision to CAS, and the *Athlete* prevails with a sanction that would otherwise make the *Athlete* eligible for a benefit, the USOPC will use all reasonable means to compensate the *Athlete* appropriately and proportionately to the loss of benefit during the period of the time the *Athlete* would have received the benefit.

Section 7. Reinstatement of Benefits or Services

After the conclusion of the period of *Ineligibility*, the *Athlete* will have to re-qualify for any benefit or service that was lost in accordance with the Loss of Benefits Grid.

¹² Exceptions include for legal aid, the medical disengagement protocol, under the Return to Training exception, and for health-related services in exceptional circumstances.

Section 8. Medical Disengagement Protocol

Athletes who are eligible for Elite Athlete Health Insurance, the National Medical Network, or USOPC Sports Medicine Clinics will continue to be eligible for these benefits for 3 months from the date of their sanction. After this 3 month transition period, the *Athlete* may pay for additional care through the continuance program, but will not have access to the National Medical Network or USOPC Sports Medicine Clinics.

Section 9. Timing for Loss of Benefits

The loss of benefits begins as outlined in the Loss of Benefits Grid. Loss of benefits may be backdated and/or pro-rated to such date and an *Athlete* may be subject to repayment obligations during any overlapping time period.

Due to the different benefit structures that vary by sport, the USOPC may consider the unique circumstances of the case that affect the timing, including the dates of any notifications in conjunction with the dates of benefits received, in calculating the start date for the loss of benefits and/or repayment obligations. In such cases, the USOPC will utilize its reasonable discretion in determining the timing for removing any benefit and/or seeking repayment that may be more flexible, but not more restrictive, than as outlined in the Loss of Benefits Grid. Irrespective of this, for any anti-doping rule violation not involving a reduced sanction, some or all benefits and services will be withheld by the USOPC.

USOPC National Anti-Doping Policy - Loss of Benefits Grid

	Benefit/Service		Consequences upon Interim Action	Consequences upon Sanction Imposed
Performance Based	Financial Services	Athlete Stipends*	Suspend and accrue	For all violations resulting in a period of <i>Ineligibility</i> , loss of benefit for period of <i>Ineligibility</i> .
		Coaching Stipends		
		Other Funding/Stipends		
		Monetary Awards (e.g. Operation Gold/Performance Incentives)**		
	Sport Performance Services	Olympic & Paralympic Training Center (OPTC) /Training Sites Access	No Change to Services Eligibility, except that an individual under a <i>Provisional Suspension</i> may not participate in an organized activity at the OPTC or Training Site pursuant to Article 10.14 of the Code.	For all violations resulting in a period of <i>Ineligibility</i> , loss of benefit for period of <i>Ineligibility</i> except as provided for under the Return to Training exception
		OPTC Residency		For all violations resulting in a period of <i>Ineligibility</i> greater than 3 months, loss of benefit for period of <i>Ineligibility</i> . During such period, OPTC use is limited to dining and privileges associated with residency, expect as provided for under the Return to Training exception.
		Nutrition		For all violations resulting in a period of <i>Ineligibility</i> greater than 3 months, loss of benefit for period of <i>Ineligibility</i>
		Physiology		
		Technology		
		Strength & Conditioning		For all violations resulting in a period of <i>Ineligibility</i> greater than 3 months, loss of benefit for period of <i>Ineligibility</i> , subject to the medical disengagement protocol
USOPC Sports Psychologists				
Sports Psychology Registry				

Health & Well-Being	Medical & Health Services	Elite Athlete Health Insurance (EAHI)	No Change to Services Eligibility	For all violations resulting in a period of <i>Ineligibility</i> greater than 3 months, loss of benefit for period of <i>Ineligibility</i> , subject to the medical disengagement protocol
		National Medical Network (NMN)		
		Sports Medicine Clinics		
		Mental Health Services		
	Career & Education Services	Tuition Assistance	Suspend and accrue	For all violations resulting in a period of <i>Ineligibility</i> greater than 3 months, loss of benefit for period of <i>Ineligibility</i> . Employer/Sponsor may be notified per contract. Grants awarded based on competition results may be revoked.
		Simon Grants/Need Based Funding		
		Employment Opportunities	No Change to Services Eligibility	
		Other Athlete Career & Education (ACE) Services		
	Other Services	Sponsorship/Group Licensing Agreement		
		Speaking Engagements		
Rights & Protections	Athlete Legal Aid Program		No Change to Services Eligibility	

**Athlete* Stipends are USOPC funds distributed directly to currently competing *Athletes* upon meeting the specific NGB defined performance criteria. *Athlete* Stipends support actively competing *Athletes* in their high-performance training needs. Performance criteria is individualized per sport/discipline and may be based off of past results, including a single past result. Timing and payment structures vary by sport/discipline.

** Monetary Awards are USOPC funds distributed directly to *Athletes* upon meeting a performance standard. This includes Operation Gold payments, along with any other performance incentives, awards or bonuses. These Monetary Awards are strictly based off of results at a single event to reward performance. The award is not tied to status as a currently competing *Athlete* or to support training needs, but rather is intended as prize money.