



**Policy Name:** National Anti-Doping Policy

Date of Issuance: 12/9/2025

Policy Owner: Chief Ethics & Compliance Officer

**Applies to:** USOPC Board of Directors and committees, USOPC 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), Athletes, 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<sup>1</sup> (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 USOPC supports the Fundamental Rationale for the Code<sup>2</sup> and cooperates and coordinates with the World Anti-Doping Agency (WADA) and USADA to initiate, implement, and enforce the Doping Control process and to fulfill its obligations under the Code and International Standards, in furtherance of the USOPC's continuing efforts to eradicate doping in sport.

#### I. Definitions

The following terms have the same meaning as set forth in the Definitions section<sup>3</sup> of the WADA Code:

- Anti- Doping Organization's Results Management
- Athlete Support Personnel
- Competition
- Consequences
- Delegated Third Parties
- Disqualification
- Doping Control
- Event
- Ineligibility
- International Standards
- Major Event Organization
- National Anti-Doping Organization
- National Olympic Committees
- Operational Independence
- Prohibited Methods
- Provisionally Suspended
- Registered Testing Pool
- Results Management
- Sample
- Signatory to the Code

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<sup>&</sup>lt;sup>1</sup> All references are to the 2021 version of the Code.

<sup>&</sup>lt;sup>2</sup> See WADA Code at 13.

<sup>&</sup>lt;sup>3</sup> <u>See</u> WADA Code, Appendix I.

- Therapeutic Use Exemption
- Use of Prohibited Substances
- World Anti-Doping Code

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

This Policy is conforms with the Code and adheres 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.

### <u>Section 2. Scope and Application of the Policy and Agreement by Athletes, Athlete Support</u> Personnel and other Persons to be Bound by the Policy and the USADA Protocol

Section 2.1. 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 2.2. All USOPC and NGB employees<sup>4</sup> 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 2.3. All Athletes, Athlete Support Personnel and other persons, by virtue of their membership in an NGB or by virtue of their participation in a USOPC Internally Managed Sport (IMS), 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 or USOPC sponsored event, an International Federation (IF), the International Olympic Committee (IO), the International Paralympic Committee (IPC) or other Major Event Organization, participation on a national team, use of an Olympic and Paralympic Training Center (OPTC) or site, 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 2.4. 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. These individuals' 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 2.5. All Athletes are responsible for applying for Therapeutic Use Exemptions through USADA or through their IFs consistent with Article 4.4 of the Code.

Section 2.6. For sports that are internally managed 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,

<sup>&</sup>lt;sup>4</sup> Applied equally to any Delegated Third Parties and their employees.

and Provisional Suspension. If it is determined that an Athlete, Athlete Support Personnel or other person subject to the USOPC authority may have committed an anti-doping rule violation, the respective Athlete, Athlete Support Personnel or other Person agrees 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 (NADO), if applicable or referred by USADA.

#### Section 3. Responsibilities of the USOPC

Section 3.1. 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 3.2. The USOPC will support and assist WADA, USADA and any other NADO 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 laboratories<sup>5</sup>, and avoid any interference with their operational decisions and activities.

Section 3.3. The USOPC will support and assist WADA, USADA and any other NADO with authority to conduct an investigation in their anti-doping efforts and will cooperate with these NADOs 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 3.4. 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 3.5. 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.<sup>6</sup>

Section 3.6. The USOPC will recognize, impose, implement and enforce any applicable decision of an antidoping rule violation and related sanction communicated to it by USADA and/or any other NADO to its IMS Athletes.

#### Section 4. Compliance by NGBs and IMSs

Section 4.1. 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's NGB Compliance Standards, and will adhere, in all respects, to the applicable provisions of the Code, the International Standards, their respective IF's anti-doping rules (which comply 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 action against any NGB that fails to comply with the Code and International Standards in accordance with Article 12 of the Code

<sup>&</sup>lt;sup>5</sup> As provided for in the International Standard for Laboratories.

<sup>&</sup>lt;sup>6</sup> 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 4.2. 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 4.3. 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 4.4. 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 laboratories<sup>7</sup> and avoid any interference with their operational decisions and activities.

Section 4.5. 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 4.6. 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 4.7. NGBs and IMSs will assist USADA in ensuring that Athletes competing in the NGB's or IMS' sport are entered into the RTP and/or CAP, when appropriate.

Section 4.8. At least six months prior to the commencement of the Olympic, Paralympic, Pan American or Parapan American Games, as appropriate, NGBs and IMS 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 4.9. NGBs and IMS 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 4.10. NGBs and IMS will designate a dedicated contact person who will act as a liaison between USADA and the NGB.

Section 4.11. NGBs will assist the USOPC, WADA, USADA, and their respective IF in promoting, coordinating and conducting anti-doping education and practices.

Section 4.12. 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 4.13. 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. Section 4.14. 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

<sup>&</sup>lt;sup>7</sup> As provided for in the International Standard for Laboratories.

Support Personnel who is Provisionally Suspended or is a serving a period of Ineligibility.8

### Section 5. International Federation and Major Event Organization Rules

Section 5.1. 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 6. Disqualification, Period of Ineligibility, Provisional Suspension and Loss of USOPC and NGB Opportunities and Benefits.

Section 6.1. 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. Period of 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 6.2. The applicable USOPC rule on loss of financial support or other sport-related benefits and services as a result of Disqualification, period of Ineligibility or Provisional Suspension is set forth in Attachment A and is incorporated herein by reference.

Section 6.3. As provided in the Code, if the USOPC or NGBs, as members of the USOPC, recover prize money forfeited as a result of an anti-doping rule violation, the USOPC or 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 6.4. 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.

#### Section 7. Athlete Support Personnel Restrictions.

Section 7.1. 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 8. Requirements For Athlete Testing.

Section 8.1. USADA, with the assistance of NGBs and IMS, and input from IFs, will identify which Athletes will be enrolled in the RTP and the CAP as outlined in USADA's policies.

Section 8.2. Athletes included in the RTP and CAP are required to provide whereabouts information specific

<sup>&</sup>lt;sup>8</sup> 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.

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 or participants of an IMS 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 8.3. 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 8.4. 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 9. Protection of Personal Information

Section 9.1. 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 10. Retirement and Return to Active Participation in Sport

Section 10.1. 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 10.2. 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 01.1 and 10.2 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 10.3. 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 11. Right to a Hearing

Section 11.1. 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 12. Public Disclosure**

Section 12.1. 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 13. Mandatory Education**

Section 13.1. 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 13.2. 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 13.3. 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 13.4. 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 year<sup>9</sup> 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 13.5. All medical personnel (including, but not limited to doctors, nurses, medical technicians,

<sup>&</sup>lt;sup>9</sup> 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.

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 years<sup>10</sup> 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 13.6. 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 13.7. 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 14. Delegated Third Parties**

Section 14.1. 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 15. Non-Retaliation**

Section 15.1. 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 reporting<sup>11</sup> 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 NADO.

Section 15.2. 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 15.3. Consistent with Article 2.11 of the Code, retaliation includes any act that threatens or seeks to intimidate another person with the intent of discouraging the person from making a good-faith report of information that relates to an alleged anti-doping rule violation or alleged non-compliance with Code to WADA, an Anti-Doping Organization, law enforcement, regulatory or disciplinary body, hearing body, or person conducting an investigation for WADA or a NADO.. Retaliation, threatening and intimidation also include any act against 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 15.4. If any person believes that another person has engaged in retaliation contrary to this Policy, or

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<sup>&</sup>lt;sup>10</sup> 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.

<sup>&</sup>lt;sup>11</sup> A report is not made in good faith when the reporting person knows the report to be false.

otherwise violated this Policy, they may report the allegations through the <u>USOPC Integrity Portal</u> in accordance with the USOPC's <u>Speak Up Policy</u>, or to USADA's <u>Play Safe Tip Center</u> in accordance with the USADA Whistleblowing Policy.

### Section 16. Athlete Resources.

Section 16.1. 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 16.2. 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: <a href="mailto:ombudsman@usathlete.org">ombudsman@usathlete.org</a> or 719-866-5000 or visit their website at <a href="www.usathlete.org">www.usathlete.org</a> for more information and resources.

Section 16.3. 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 <a href="https://www.usathlete.org">www.usathlete.org</a>.

Section 16.4. Athletes and any other person may report allegations of doping through <u>USADA's Play Clean Tip Center</u>, and pursuant to the USADA Whistleblowing Policy.

### Section 17. USADA Responsibility.

Section 17.1. USADA will be responsible for implementing those provisions of this Policy that apply to it.

#### Section 18. Review.

Section 18.1. The USOPC will review implementation of this Policy on an annual basis.

### **Revision History**

Publication Type	Policy Approver	Enabling Action	Publication Date	Revision Summary
Initial Publication	Board of Directors	Board Vote; December 18, 2020	December 18, 2020	N/A – initial publication
Policy Revision	Board of Directors	Board Vote; December 9, 2025		Revised to reflect new policy owner and to include references to IMS and TUEs; included reporting line links; updated loss of benefits grid to align with current USOPC offerings and structure

# Attachment A Loss of Benefits for Anti-Doping Rule Violations

### Section 1. Overview

The USOPC provides various monetary and non-monetary benefits and services to Athletes, <sup>12</sup> including but not limited to athlete stipends, financial grants, sport science/sport performance services, athlete marketing services, and health and well-being benefits. 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 applicable monetary benefits..

Additionally, upon the occurrence of a Provisional Suspension, the affected Person is not permitted to participate in any 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.

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

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,

<sup>&</sup>lt;sup>12</sup> This will apply equally to any other Person that may receive benefits and services from the USOPC.

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 service<sup>13</sup> 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 may 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 or USOPC 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. If the Athlete still meets the NGB or USOPC performance criteria to be eligible for the benefit after having served a period of Ineligibility, then the athlete is responsible for communicating their request to re-gain access to the benefit to their NGB or to the USOPC.

#### Section 8. Medical Disengagement Protocol

Athletes who are eligible for Elite Athlete Health Insurance, the United States Olympic and Paralympic 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 United States Olympic and Paralympic Medical Network or USOPC Sports Medicine Clinics.

### Section 9. Timing for Loss of Benefits

<sup>&</sup>lt;sup>13</sup> Exceptions include for legal aid, the medical disengagement protocol, under the Return to Training exception, and for health-related services in exceptional circumstances.

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**

Department	Туре	Benefit	Interim Action Consequences	Sanction Imposed Consequences	
Sport Performance	Monetary	Athlete Stipends	Suspend and accrue	For all violations resulting in a period of Ineligibility, loss of Athlete Stipend for that defined duration.	
		Monetary Awards	Not eligible; participation in an event to earn a Monetary Award is prohibited while under Provisional Suspension.	If an Athlete's competitive result is Disqualified as a result of an ADRV that was the basis for the Monetary Award, the Athlete will lose the Monetary Award. Participation in an event to earn a Monetary Award is also prohibited while under a period of Ineligibility.	
	Non-Monetary	Olympic & Paralympic Training Center (OPTC) / Training Site Access		For all violations resulting in a period of Ineligibility, loss of OPTC / Training Site Access for that defined duration, except as provided for under the Return to Training exception.	
		OPTC Residency	No change to benefits eligibility, except that an individual under a Provisional Suspension 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 Ineligibility less than 3 months, OPTC residency is limited to dining and privileges associated with residency, except as provided for under the Return to Training exception. If an Athlete's period of Ineligibility exceeds 3 months, the Athlete will have up to 90 days to relocate.	
		Sport Science / Sport Performance Services		For all violations resulting in a period of Ineligibility exceeding 3 months, loss of Sport Science / Sport Performance Services for that defined duration, except as provided for under the Return to Training exception.	
Sports Medicine	Monetary	Medical Assistance Fund	Not eligible while under Provisional Suspension.	-	
		Mental Health Assistance Fund	No change to benefit eligibility.		
	Non-Monetary	Athlete Healthcare Navigation Services		No change to Athlete Healthcare Navigation Services eligibility.	
		Elite Athlete Health Insurance (EAHI) United States Olympic and Paralympic Medical Network Psychological Services	No change to benefits eligibility.	For all violations resulting in a period of Ineligibility exceeding 3 months, loss of benefits for that defined duration, subject to the medical disengagement protocol.	
		Sports Medicine Clinics			

		Supplemental Healthcare Benefits		For all violations resulting in a period of Ineligibility exceeding 3 months, loss of Supplemental Healthcare Benefits for that defined duration.
Athlete Services	Monetary	Financial Grants	Not eligible while under Provisional Suspension.	Not eligible while under a period of Ineligibility.
	Non-Monetary	Personal & Professional Development Services		
		Athlete Marketing		
Games Operations	Non-Monetary	Delegation Event	Not eligible; participation in a Delegation Event or NOC/NPC Event is prohibited while under Provisional Suspension.	Not eligible; participation in a Delegation Event or NOC/NPC Event is prohibited while under a period of Ineligibility.
		NOC/NPC Event		
Athlete Ombuds	Monetary	Athlete Legal Aid Program	No change to Athlete Legal Aid Program eligibility.	No change to Athlete Legal Aid Program eligibility.

## **USOPC National Anti-Doping Policy Loss of Benefits Grid Definitions**

Agora – the centralized platform to access all USOPC Athlete Services' benefits and certain USOPC Sports Medicine benefits

Athlete Support Criteria – qualifying criteria, typically performance based, that Athletes may achieve to be eligible for an NGB/IMS' Basic Services. Performance criteria are individualized by sport/discipline and are required to be publicly published ahead of events identified as qualifiers for the benefit(s).

<u>Basic Services</u> - As defined in the NGB Athlete Agreement Policy, a set of NGB/IMS-provided equipment and services that apply equally to all participants in the NGB/IMS' national or event teams. All NGB/IMSs are required to provide a certain level of Basic Services, but those services may differ from one NGB/IMS to another. Basic Services may include, for example, coaching, travel to certain competitions, and special access to training camps or facilities. Basic Services are not specific to any particular Athlete but apply to all Athletes on the national or event teams.

<u>Daily Training Environment</u> – a high performance sport ecosystem that surrounds Athletes' daily training, including coaching, sports science, performance analysis, sports medicine, recovery, management, equipment, facilities, and support services that are available to optimize performance.

Interim Action – USOPC-imposed consequences affecting Athletes' benefits: (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.

<u>Sanction Imposed</u> – USOPC-imposed consequences affecting Athletes' benefits during their period of ineligibility. The period of ineligibility is determined by an ADO's Results Management process, specifically when an ADO 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.

### **Sport Performance Benefits**

Athlete Stipends – USOPC funds, historically termed as Direct Athlete Support (DAS) or Targeted Athlete Support, distributed directly to currently competing Athletes upon meeting Athlete Support Criteria defined by an NGB/IMS, or at the discretion of the USOPC. Athlete Stipends support actively competing Athletes in their high-performance training needs. Timing and payment structures vary by sport/discipline in accordance with the USOPC's funding agreement with the NGB/IMS.

<u>Monetary Awards</u> – USOPC funds distributed directly to Athletes upon meeting certain performance outcomes. This includes Operation Gold and Enhanced Operation Gold payments, along with any other performance incentives, awards, or bonuses. These Monetary Awards are strictly based off 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. Eligible NGBs/IMSs are responsible for identifying its Operation Gold and Enhanced Operation Gold events, approved by USOPC Sport Performance.

Olympic & Paralympic Training Center (OPTC)/Training Site Access – Non-monetary USOPC benefit intended for currently competing Athletes upon meeting Athlete Support Criteria defined by an NGB/IMS, or at the discretion of the USOPC. OPTC/Training Site Access is intended for eligible Athletes for training, testing, medical and recovery needs. Athletes with OPTC/Training Site Access do not reside onsite but utilize the OPTC/Training Site to create a Daily Training Environment.

Olympic & Paralympic Training Center (OPTC) Residency – Non-monetary USOPC benefit intended for currently competing Athletes upon meeting Athlete Support Criteria defined by an NGB/IMS, or at the discretion of the USOPC. OPTC Residency is a strategic programmatic initiative defined in an NGB/IMS' high performance plan, intended for eligible Athletes to reside, train, and recover fulltime in a Daily Training Environment.

<u>Sports Science/Sports Performance Services</u> – Non-monetary USOPC services intended for currently competing Athletes upon meeting Athlete Support Criteria defined by an NGB/IMS, or at the discretion of the USOPC. These services include nutrition, sport physiology, and strength and conditioning.

### **Sports Medicine Benefits**

<u>Medical Assistance Fund</u> – USOPC funds distributed directly as reimbursements to eligible Athletes or as direct payments to medical providers to cover uncovered, out-of-pocket medical costs incurred by eligible Athletes upon application acceptance. Athletes may submit applications online through the USOPC's Medical Assistance Fund application site or through Agora.

Mental Health Assistance Fund – USOPC funds distributed directly as reimbursements to eligible Athletes to cover uncovered, out-of-pocket mental health costs incurred by eligible Athletes upon application acceptance. Athletes may submit applications online through the USOPC's Mental Health Assistance Fund application site.

<u>Athlete Healthcare Navigation Services</u> – Non-monetary, USOPC medical care staff who are available to answer questions, discuss internal and external healthcare resources, or how to transition care.

<u>Elite Athlete Health Insurance (EAHI)</u> – Non-monetary USOPC health insurance benefit intended for currently competing Athletes upon meeting Athlete Support Criteria defined by an NGB/IMS, or at the discretion of the USOPC. Athletes may accept coverage for a designated period defined by their NGB/IMS and approved by USOPC Sports Medicine, in conjunction with USOPC Sport Performance. Athletes may decline coverage, and the NGB/IMS may request reallocation of this benefit for other eligible Athletes at the approval of USOPC Sports Medicine, in conjunction with USOPC Sports Performance. Athletes who do not re-qualify for continued EAHI coverage may buy into the benefit for a designated period.

<u>USOP Medical Network</u> – Non-monetary USOPC medical care benefit intended for currently competing Athletes upon meeting Athlete Support Criteria defined by an NGB/IMS, or at the discretion of the USOPC. The National Medical Network includes national and regional medical care providers in orthopedics, sports medicine, general medicine, women's health, and dental and vision. Eligible Athletes may receive travel assistance and a broad range of medical services at a reduced cost or at no cost.

<u>Psychological Services</u> – Non-monetary, internal and external USOPC psychological services intended to serve the mental health and mental performance needs of Athletes. Certain resources are publicly available, while others are intended for eligible Athletes who meet Athlete Support Criteria defined by an NGB/IMS, or at the discretion or the USOPC.

<u>Sports Medicine Clinics</u> – Non-monetary, USOPC medical care benefit intended for currently competing Athletes, and/or Athletes under longer term medical rehabilitation care, upon meeting Athlete Support Criteria defined by an NGB/IMS, or at the discretion of the USOPC. The USOPC operates two sports medicine clinics located at OPTCs in Colorado Springs, Colorado, and Lake Placid, New York. The multidisciplinary USOPC Sports Medicine Clinic staff offer Athletes a variety of services, including clinical care and training and competition support, promoting the prevention of injury and illness for sustained competitive excellence.

<u>Supplemental Healthcare Benefits</u> – Nonmonetary, supplemental healthcare benefits and services afforded to eligible athletes. These include: USOPC-vetted, volunteer dental providers across the country who provide pro-bono dental care; and, a one-year supply of contact lenses for athletes.

#### **Athlete Services Benefits**

<u>Financial Grants</u> – USOPC-issued grants (e.g., Simon Grant, Community Champions Grant) and tuition-coverage grants awarded to Athletes upon application acceptance. Athletes are required to submit applications through Agora. Tuition-coverage grants may be paid directly to the educational institution.

<u>Personal & Professional Development Services</u> – Non-monetary, USOPC-comped services to eligible Athletes (e.g., tuition free education through Guild, Bolder Money, Pivot Program) aimed to assist in personal and professional development as it relates to career and education, and financial and emotional well-being.

Athlete Marketing – Non-monetary, USOPC-facilitated services (e.g., speaking engagements, Athlete Marketing Platform) to connect eligible Athletes directly with corporate partners to build, grow, and monetize the Athletes' brand value through paid opportunities. Eligible Athletes may access the digital platform, AMP, through the Team USA AMP site or through Agora.

### **Events**

<u>Delegation Event</u> – the Olympic Games, the Olympic Winter Games, the Paralympic Games, the Paralympic Winter Games, the Pan American Games, and the Parapan American Games, individually or collectively as applicable. Athletes qualify for participation in a Delegation Event through NGB/IMS-approved Selection Procedures in accordance with respective IF's qualification pathway, as approved by the IOC/IPC. USOPC Games Operations is responsible for Athletes' entry, pending eligibility and selection. Eligible Athletes complete registration through EventWorks.

NOC/NPC Event – Youth Olympic Games, World Beach Games, Youth Parapan American Games, Junior Pan American Games, and other international sporting events designated by the USOPC. USOPC Games Operations is responsible for Athletes' entry, pending eligibility and selection.

### Office of Athlete Ombuds Benefits

Athlete Legal Aid Program – Office of Athlete Ombuds funds or pro bono legal assistance awarded to eligible Athletes who demonstrate financial need for fees and costs associated with claims before an ADO, NGB, IF, the U.S. Center for SafeSport, the USOPC, IOC/IPC, Court of Arbitration for Sport (CAS), or other sport-related tribunal within the Olympic and Paralympic Movement.