#### Annex A – ADO Partnership MoU Template

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### Table of content

[Whereas 3](#_Toc103960351)

[1. Objective 3](#_Toc103960352)

[2. Goals of the Project 3](#_Toc103960353)

[3. Methods and project progress 4](#_Toc103960354)

[4. ADO 2 resources and undertakings 5](#_Toc103960355)

[5. ADO 1 resources and undertakings 5](#_Toc103960356)

[6. Steering group 6](#_Toc103960357)

[7. Project period 6](#_Toc103960358)

[8. Language 6](#_Toc103960359)

[9. Costs 6](#_Toc103960360)

[10. Confidentiality 7](#_Toc103960361)

[11. Third-Party Beneficiary 8](#_Toc103960362)

[12. Term and termination 9](#_Toc103960363)

[13. Indemnification and liability 9](#_Toc103960364)

[14. Governing law and dispute resolution 9](#_Toc103960365)

ADO Partnership MoU Template

This non-mandatory Memorandum of Understanding template is to facilitate the partnership between two Anti-Doping Organizations (ADO), one who will assist the other in developing its anti-doping program. ADOs will need to review and modify this template as necessary to ensure it complies with applicable laws.

MEMORANDUM OF UNDERSTANDING

between

Anti-Doping Organization (ADO 1)

and

Anti-Doping Organization (ADO 2)

## Whereas

1. Anti-Doping Organization (ADO 1) is the Anti-Doping Organization of [insert country/sport] and is responsible for carrying out anti-doping activities in accordance with the requirements of the World Anti-Doping Code (“Code”) and related international Standards;
2. Anti-Doping Organization (ADO 2) is the Anti-Doping Organization of [insert country/sport] and is responsible for carrying out anti-doping activities in accordance with the requirements of the Code and related international Standards;
3. The World Anti-Doping Agency (hereafter, referred to as WADA) is a Foundation[[1]](#footnote-1) organized under the laws of Switzerland, with its headquarters in Montreal, Canada.
4. ADO 2 wishes to procure services from ADO 1 relating to the development of an effective anti-doping program in compliance with the World Anti-Doping Code (“Project”).
5. WADA will encourage and support the efforts of the Parties and will assist in the understanding of the Code and the related International Standards and will also monitor the progress of tasks and projects for which ADO 2 and ADO 1 agree.

ADO 2 and ADO 1, hereinafter referred to as the Parties, have agreed to the following:

## Objective

The objective of this Agreement is for ADO 2, in line with the Project plan (“Project Plan”), attached hereto as Appendix I, to develop an anti-doping Program in compliance with the Code and the related International Standards, and for ADO 1 to advise and to render consultations to ADO 2 during the Project.

## Goals of the Project

At the end of this partnership, with the assistance of ADO 1, ADO 2 should have:

An established, independent anti-doping organization with adequate long-term resources that has the jurisdiction over anti-doping in its country;

Compliant anti-doping rules approved by WADA and relevant authorities;

A functioning anti-doping program with room for development to ensure compliance with the Code, including doping control, intelligence and investigations, and education;

Unless otherwise delegated to a third party, Disciplinary and Appeal panels with adequate competence that are operationally and/or institutionally independent, as required by the Code;

Unless otherwise delegated to a third party, an independent Therapeutic Use Exemption Committee with adequate competence;

If desired, a Quality Management System is developed and implemented, structured to encourage working towards best practice;

Established communication channels with other ADOs and international cooperation with regards to anti-doping.

ADO 1 will advise ADO 2 in their development of their organizational structure and committees, rules and regulations, anti-doping programs and, if desired, a quality management system in order for the ADO 2 to achieve its goals as mentioned above.

The Parties may agree on changes to the Project Plan. Such changes shall be documented between the Parties.

The Parties agree to contact WADA if assistance is needed in the interpretation or ADO’s understanding of the Code and International Standards. The Parties agree to allow WADA to provide input and advice on the Project Plan, monitor the Project and shall provide reports to WADA as described below.

## Methods and project progress

The Project will consist of Project meetings and “in-between” working periods. Personnel exchange will also be part of the Project on an “as-required” basis.

A total of [insert number] Project meetings are scheduled during the project period. Each Project meeting will normally span over two days. Meeting venues will differ, normally at each Party’s offices or similar, allowing both Parties to study differences in anti-doping programs.

A summary following each Project meeting will be prepared by ADO 1, identifying issues discussed and decisions taken to be achieved during the following “in-between” period. These summaries shall be provided to ADO 2 and WADA.

Dedicated Project personnel in ADO 2 will carry out agreed tasks during the “in-between” working period.

An activity report will be prepared by ADO 2, identifying the activities carried out in the previous “in-between” working period, and presented at each project meeting. These reports shall be provided to ADO 1 and WADA.

Personnel exchange will be included on an “as required” basis to allow face to face practical learning and exchange of experience. This will typically include exchange of doping control personnel, personnel responsible for investigations, planning doping controls, Athlete Passport Management Units (APMU), results management and education.

A quality audit will be carried out by ADO 1 at the end of the period, identifying critical issues and possible best practice to ensure ADO 2’s compliance with the Code. ADO 1 shall prepare an audit report to be shared with ADO 2 and WADA.

WADA will monitor the progress of tasks and activities outlined in this MoU. The Parties shall ensure that WADA is informed of projects and tasks covered under this MoU and is given relevant detailed documentation identifying the tasks to be undertaken enabling WADA to monitor the specific task and/or project.

## ADO 2 resources and undertakings

ADO 2 shall appoint a dedicated Project manager (“Project Manager”) and ensure that the Project Manager is given adequate authority to manage this Project.

The Project Manager shall be responsible for ensuring that the tasks identified in the Project Plan and in each summary following the project meetings are carried out in order for ADO 2 to reach its goals (ref section 2).

ADO 2 shall dedicate operational staff to the project, ensuring that the staff is given adequate time, authority and responsibility to carry out the project tasks in accordance with the Project Plan. The dedicated operational staff shall have multidisciplinary competence representing different levels and functions in the anti-doping organization.

Additional operational Project personnel shall be recruited as required.

ADO 2 will ensure that adequate funding is available for the entire project period, allowing for the project to be carried out as per the Project Plan.

ADO 2 will develop the necessary structures and organization to be able to progress and improve anti-doping programs.

ADO 2 will develop and implement anti-doping programs covering the requirements of the World Anti-Doping Code and the related International Standards.

## ADO 1 resources and undertakings

ADO 1 shall appoint one person to be the Project advisor (“Project Advisor”) and be given the authority and responsibility to provide directions and recommendations based on the requirements in the Code and the relevant International Standards.

ADO 1 will typically dedicate a minimum of one expert, in addition to the Project Advisor, to participate in the Project meetings, for the purpose of providing expert advice to the topics identified on the agenda of the Project meeting.

ADO 1’s appointed Project Advisor and experts will advise the ADO 2 dedicated Project personnel, explaining and giving advice on how to implement the necessary requirements and providing practical guidance on how to develop anti-doping programs.

ADO 1 will, in cooperation with ADO 2, plan and prepare the detailed content of the Project meetings, in line with the Project Plan.

ADO 1 will, in cooperation with ADO 2, identify necessary undertakings in the “in-between” periods of the meetings.

ADO 1 will carry out a quality system audit on some major and critical issues of ADO 2, in line with the requirements of the Code and International Standards.

## Steering group

The Parties will appoint a Steering Group as described in the Project Plan. WADA should be a part of the Steering Group in an advisory capacity.

## Project period

The Project is scheduled for a [insert number of years]-year time period and will commence [insert date] and end on the [insert date].

Tasks, progress and milestones are identified in the Project Plan.

Both Parties acknowledge that a successful completion of the MoU depends on focusing on the timeframes, so that the identified process can be completed without undue delay.

## Language

The language of the Project shall be [insert language].

## Costs

ADO 2 shall cover all costs related to the development of the ADO 2 anti-doping program.

ADO 2 shall cover all costs relating to ADO 1 services as outlined in Appendix II attached herein. Cost is based on a cost recovery principle. Total costs for ADO 1 cover planning, personnel time and expenses as well as Project meetings costs. Any changes to the budget at Appendix II must be approved by ADO 2.

Total Costs for the project:

ADO 2 must cover their own expenses, including travel and accommodation when Project meetings are held at [insert ADO 1 location].

ADO 2 must cover meeting expenses, including meals and ground transportation when Project meetings are held at [insert ADO 2 location].

Other necessary expenses, such as legal expenses, translation, photocopying, freight, etc. will also be covered by ADO 2.

ADO 1 will cover its own air transportation and accommodation costs when Project meetings are held at [insert ADO 2 location].

ADO 1 will invoice ADO 2 following each Project meeting according to ADO 1 standard billing terms.

WADA will cover its own costs for travel and accommodation when these occur under this MoU, unless other arrangements are agreed for specific activities or tasks.

## Confidentiality

For purposes of this MoU, “Confidential Information” means any non-public information (regardless of whether such information is recorded in physical, electronic or other media or form and including all copies, extracts, summaries and derivatives of confidential information) that is received, accessed, generated or otherwise handled by a Party in connection with or as a result of entering into this Agreement.

Notwithstanding the foregoing, Confidential Information does not include information that is:

* in the public domain through no breach of this MoU by a Party;
* in a Party’s possession independently from the other Parties; or
* received by a Party in good faith without an obligation of confidence of any kind from a third party who the Party had no reason to believe was not lawfully in possession of such information free of any obligation of confidence of any kind.

provided, however, that information about an identifiable person will constitute Confidential Information regardless of whether it falls under any of the foregoing exceptions.

The Parties recognize that while performing their respective obligations under this MoU, they or their personnel may have access to Confidential Information of the other Parties. The Parties each agree that they will: (i) not use or reproduce Confidential Information of the other Parties for any purpose, other than as and to the extent expressly permitted under this MoU or as may be reasonably necessary for the performance of its obligations set out in this MoU; (ii) not disclose, provide access to, transfer or otherwise make available any Confidential Information other than to approved personnel (who will be informed of the confidential nature of such information, and who will agree in writing to treat such information confidentially and not to disclose, transfer or use it other than in accordance with this MoU); (iii) take reasonable measures required to maintain the confidentiality and security of Confidential Information; and (iv) promptly notify the relevant Party upon becoming aware of any loss of or unauthorized access to Confidential Information of another Party and provide any information or assistance reasonably required by that Party relating to such loss or unauthorized access, including performing investigations to determine the source of such loss or unauthorized access.

The Parties may disclose Confidential Information to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by applicable law, provided that, unless prohibited by applicable law, the relevant Party must first give the other relevant Parties an opportunity to oppose the disclosure or to seek a protective order protecting such Confidential Information prior to any such disclosure, and provided that such disclosure complies with the terms of any such protective order obtained to which the Party is subject.

Without limiting other obligations in this Section, to the extent the services to be provided by ADO 1 to ADO 2 involve the processing of personal information in the custody or control of ADO 2, ADO 1 agrees that it shall:

* comply with applicable data protection laws and the the International Standard for the
* Protection of Privacy and Personal Information (ISPPPI);
* only process personal information on ADO 2’s written instructions, for the anti-doping purposes described in this MoU and the Project Plan, unless required otherwise by applicable law;
* inform ADO 2 if it is of the opinion that an instruction infringes applicable data protection laws or the ISPPPI and provide assistance to ADO 2 as reasonably necessary for ADO 2 to meet its obligations under data protection laws or the ISPPPI (including, in responding to requests from individuals exercising their rights under such laws or the ISPPPI, conducting data protection impact assessments and consulting with competent authorities);
* at the choice of ADO 2, promptly delete or return all personal information on ADO 2’s request or the termination of this Agreement unless required otherwise by applicable law;
* not engage another agent or subcontractor without prior written authorisation of ADO 2;
* promptly notify ADO 2 of any request: for information from or complaint by a data protection authority in relation to personal information that ADO 1 processes for the purpose of providing the services to ADO 2; or to ADO 1 by an individual to exercise rights under a data protection law or the ISPPPI such as to access, correct, or cease processing his or her personal information; and
* upon ADO 2’s request, make available information reasonably necessary to demonstrate compliance with this Section 10 and allow for ADO 2 or another auditor mandated by ADO 2 to audit compliance with this Section 10.

## Third-Party Beneficiary

Where named in this MoU, WADA is a third-party beneficiary of those clauses and is entitled to rights and benefits of those clauses and may enforce those clauses if it were a party hereto.

## Term and termination

This MoU enters into force upon signature of the ADOs involved. Either party may terminate this MoU with 30 days written notice. In the event of such termination, ADO 1 will invoice incurred costs in accordance with activities carried out as identified in the Project Plan.

The MoU expires [insert number of years] after the latest signature of the parties involved.

## Indemnification and liability

The Parties agree not to direct any claim of damages or other claims against each other or each other’s personnel in connection with the fulfilment of this MoU.

WADA shall not be liable for any claim in connection with this MoU.

## Governing law and dispute resolution

This MoU is governed by [insert] law. Any disputes arising from this MoU are preferably to be settled amicably between the parties. Should an amicable settlement not be possible, any dispute arising out of or in relation to this MoU shall be resolved by the Court of Arbitration for Sport (CAS) in Lausanne, Switzerland according to the rules set out by CAS.

**IN WITNESS THEREOF**, ADO 2 and ADO 1 have executed this MoU through their duly authorized representatives,

Date:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADO 1

Date:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADO 2

Appendix I: Project Plan

1. Comment: If WADA is not participating in the partnership, all clauses highlighted in blue shall be removed. [↑](#footnote-ref-1)