TEMPLATE: doping control officer agreement

*NOTE FOR ADOs: This agreement is provided as an example and must be adapted to reflect the status of the DCOs within your program. For example, this template outlines that DCOs are not employees of the organization. If DCOs are employees within your program, this must be adapted. Any and all agreements must also be reviewed by your legal counsel/representative to ensure it is fit for purpose for your program/country. Please delete this text box once you have revised this agreement.*

This agreement is entered into between the [ADO Name] and *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,* an individual serving the [ADO Name] at its discretion as an [ADO Name] Doping Control Officer (DCO). In consideration of the payment for services by the ADO and the covenants herein contained and other goods and valuables consideration the DCO agrees as follows:

1. **Relationship**

I understand that I am not an employee of the [ADO Name]. My relationship with the [ADO Name] is as\_\_\_\_\_\_\_\_\_\_\_\_\_. I agree not to represent myself as a DCO or purport to represent the [ADO Name] unless authorized to do so by the [ADO Name]. I understand that I will not receive any other benefits outside of the compensation and reimbursement for expenses specified for my services.

1. **Term**

I understand that the use of my services as a DCO is at the sole discretion of the [ADO Name]. I acknowledge that my accreditation as a DCO for the [ADO Name] is issued at the sole discretion of the [ADO Name] and may be revoked at any time for cause or no cause by the [ADO Name]. I will return my DCO credentials and any other [ADO Name] property (sample collection equipment, manual, etc.) to the [ADO Name] immediately upon request by the [ADO Name].

1. **Confidentiality**

I understand as an [ADO Name] DCO that the [ADO Name] will disclose to me sensitive and confidential information necessary for the performance of my duties. I agree to keep any such information strictly confidential and will only disclose such information at the request of or with permission from the [ADO Name], or when legally compelled to do so. This confidential information may include but is not limited to athlete names, athlete residence and training addresses, athlete telephone numbers, athlete testing information and athlete test result information.

1. **Conflict of Interest**

I understand that while representing the [ADO Name], I assume an obligation to subordinate my individual interests to the interests of the [ADO Name] and its mission.

I have read and understand the Statement of Principles on Ethical Behavior and Conflict of Interest attached to this Agreement (see below). I will also complete and return to the [ADO Name] the Conflict of Interest Disclosure Statement attached to this Agreement (see below). I pledge my full support of the spirit and letter of the requirements as applicable to my duties as a DCO. I agree to serve the [ADO Name] without an interest in personal gain, to avoid any institutional loss or embarrassment to the [ADO Name] and to behave in such a way that the [ADO Name]’s trust and public confidence are enhanced. I will avoid any real or apparent conflict of interest in my role as a DCO for the [ADO Name].

1. **Duties**

**I AGREE** to use my best efforts in all duties directly or indirectly relating to my role as [ADO Name] DCO. I agree to use my best efforts in complying with the [ADO Name]’s protocol and procedures. I agree to ensure that the ownership, security and chain of custody of samples are maintained at all times.

**I AGREE** to maintain the highest standard of professional and personal conduct in all activities associated with the [ADO Name]. While my primary duties involve sample collection, other functions may include testimony at hearings, educational presentations, collecting intelligence and other activities whereby I will be representing the [ADO Name] at the [ADO Name]’s request. I agree to refrain from soliciting autographs, photographs, gifts or souvenirs from any athlete, coach or official when representing the [ADO Name].

**I AGREE** to refrain from discussing issues outside of my role as a DCO, such as medical advice, [ADO Name] policies, or confidential information regarding athletes tested or future testing missions, with athletes or their support personnel.

**I AGREE** to maintain a professional appearance and demeanor while conducting the [ADO Name] activities or while representing the [ADO Name].

**I AGREE** to ensure my DCO credentials are kept current as long as I am an active [ADO Name] DCO, and that a photo will be on file with the [ADO Name] for such uses as accrediting or providing identification as needed to an outside entity where I may conduct testing.

**I AGREE** to not participate in any doping control involving sample collection outside of the [ADO Name], unless granted permission by the [ADO Name].

1. **Miscellaneous**

Any dispute not otherwise resolved by the parties arising out of or related to this Doping Control Officer Agreement shall be resolved through non-binding, good-faith mediation. In the event the mediation is unsuccessful, the parties agree to resolve the dispute in binding arbitration before an agreed upon dispute panel, or if not available, the Court of Arbitration for Sport.

This Agreement is intended solely for the benefit of the [ADO Name]and DCO. No other party shall be entitled to claim in any way that it is a third-party beneficiary of this Agreement.

*Please print and sign your name and date this document in the spaces provided indicating that you have read and agree to the* [ADO Name] *Doping Control Officer Agreement. The original will be kept in the* [ADO Name] *offices. A signed copy of this document will be* [mailed or emailed] *to you.*

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| --- | --- | --- |
| **DCO Name:**  |  | **[ADO Representative] Name:** |
| **Signature:** |  | **Signature:**  |
| **Date:** |  | **Date:** |

**STATEMENT OF PRINCIPLES ON ETHICAL BEHAVIOR AND CONFLICT OF INTEREST**

Those who choose to serve the [ADO Name], whether as volunteers or paid professionals, are held to the highest standards of conduct. As guardians of the ideals of sport, they assume an obligation to subordinate individual interests to the interests of the [ADO Name] and its mission.

Those who serve the [ADO Name] must do so without personal gain, to avoid any institutional loss or embarrassment and to behave in such a way that the organization's trust and public confidence are enhanced. It is important to avoid any real conflict of interest as well as to avoid even the appearance of a conflict of interest.

It is important to keep in mind that the principles which guide behavior in this area are disclosure, physical absence and non-participation in the decision-making process where personal or family gain is a possibility, and a commitment to honor the confidentiality of organizational information. This means you must (i) disclose conflicting interests when they arise, (ii) remain absent from the evaluation process, (iii) not participate in, or be present at, any decision-making process relating to the matter in question, and (iv) maintain the confidentiality of [ADO Name] deliberations and information. All conduct is founded on the individual's own sense of integrity. Any individual accepting the honor of serving the [ADO Name] must also accept the burdens of public disclosure and public scrutiny.

The following guidelines are considered minimum standards in service to the [ADO Name]. Each individual's values undoubtedly lead to additional, self-imposed guidelines:

1. The business of the [ADO Name] is to be conducted in observance of both the spirit and letter of applicable local laws.
2. Properties, services, opportunities, authority, and influence of the [ADO Name] are not to be used for private benefit.
3. All [ADO Name] Doping Control Officers will be required to complete a conflict of interest form. All such individuals will make full disclosure of the nature and extent of any actual or potential conflict of interest. It is important to disclose such conflicts since the [ADO Name] cannot appoint a DCO to a sample collection session if the DCO has an interest in the outcome of a sample collection session. At a minimum, a DCO is deemed to have such an interest if they are:
	1. Involved in the participation or administration of the sport at the level for which testing is being conducted;
	2. Related to, or involved in the personal affairs of, any athlete who might provide a sample at that sample collection session;
	3. Have family members actively involved in the daily activities of the sport at the level for which testing is being conducted (e.g., administration, coaching, training, officiating, competitor, medical);
	4. Are engaged in business with, have a financial interest in or personal stake in a sport that has athletes who are subject to testing;
	5. Are drawing or likely draw personal and/or professional gain or advantage directly or indirectly from a third party due to their own decisions taken in the fulfillment of their official functions; and/or
	6. Appear to have private or personal interests that detract from their ability to perform their duties with integrity in an independent and purposeful manner.
	7. An immediate family member under this Paragraph 3 is defined as any spouse, parent, sibling or child of the DCO.
4. Expenses incurred in the furtherance of the [ADO Name] business are to be reasonable, necessary and substantiated, in accordance with the [ADO Name] payment structure.
5. All are expected to respect honesty, loyalty, candor and professional competence in their relationships with the [ADO Name] and with each other.
6. Each individual has the responsibility to maintain the confidentiality of the [ADO Name] information. This includes both proprietary and sensitive information.
7. Each individual agrees not to use tobacco in or around a doping control station or to consume alcohol beverages while acting as a representative of the [ADO Name].
8. Each individual agrees not to gamble or bet to any extent, on any event in which they are acting as a representative of the [ADO Name].

**CONFLICT OF INTEREST DISCLOSURE STATEMENT**

1. If you or any family member is involved in the daily activities of a sport at the provincial, national or international level (e.g., administration, coaching, training, officiating, competitor, medical), please list the sport, the name of the entities, the nature of your relationship with entity(ies), and describe the dealings, specifying at which level your involvement is taking place. If none, please state “NONE”.

1. If you are related to, or involved in the personal affairs of, any athlete who compete at the provincial, national or international level, please list the athlete(s)’ name, sport and the nature of the relationship. If none, please state “NONE”.

1. If you are engaged in business with, have a financial interest in or personal stake in a sport that is subject to testing, please list the sport(s) and the nature of your dealings. If none, please state “NONE”.

1. If there is any relationship or matter not disclosed above which might be perceived to compromise your obligations to the [ADO Name] under the “Statement of Principles” or which may raise questions of a conflict between your duty and loyalty to the [ADO Name] and your economic self-interest, please indicate here what that relationship or matter is. If none, please state “NONE”.