

Memorandum of Understanding

01 July 2018 to 30 June 2019

between the

NATIONAL MEASUREMENT INSTITUTE

and the

AUSTRALIAN SPORTS ANTI-DOPING AUTHORITY

This Memorandum of Understanding (“**MOU**”) dated this 1st day of September 2018.

Between the:

COMMONWEALTH OF AUSTRALIA as represented by the **AUSTRALIAN SPORTS ANTI-DOPING AUTHORITY**, as established by the *Australian Sports Anti-Doping Authority Act 2006* (“**ASADA**”) (ABN 91 592 527 503)

AND

COMMONWEALTH OF AUSTRALIA as represented by the National Measurement Institute established under the section 17 of the *National Measurement Act 1960* (Cth), an operating unit within the Department of Industry, Innovation and Science (‘NMI’) (ABN 74 599 608 295).

1. PREAMBLE

- 1.1. This document sets out the understanding which has been reached between NMI and ASADA as to the Services to be provided by NMI to ASADA, and to the conditions attached to those Services.
- 1.2. NMI, through its Australian Sports Drug Testing Laboratory (“**ASDTL**”), is an anti-doping laboratory which holds accreditation from the World Anti-Doping Agency (“**WADA**”).
- 1.3. NMI undertakes the analysis of Samples provided by national anti-doping organisations, commercial Sample collection agencies and International Sports Federations. NMI is an "accredited laboratory" for the purpose of the *Australian Sports Anti-Doping Authority Act 2006* (Cth) (“**ASADA Act**”) and the *Australian Sports Anti-Doping Authority Regulations 2006* (“**ASADA Regulations**”).
- 1.4. NMI has agreed to undertake the testing of those Samples collected by ASADA that ASADA wishes NMI to analyse in accordance with the terms and conditions of this MOU and in particular in accordance with the *International Standard for Laboratories* as published by WADA and as in force and amended from time to time.
- 1.5. NMI has also agreed to provide certain storage services regarding the certain tested Samples.
- 1.6. NMI will maintain full WADA accreditation during the term of this MOU.
- 1.7. Both parties acknowledge the current discussions underway to establish a longer term sustainability strategy for funding arrangements for the NMI, including base funding and costing models.

2. DEFINITIONS

- 2.1. In this MOU, the following expressions have these meanings:

- a) **Additional Testing Services** means those Services to be agreed between ASADA and NMI in accordance with Appendix 2 of this MOU.
- b) **Annual Gratis Testing Services** means those Services agreed between ASADA and NMI as initially outlined in this MOU at Appendix 2 or as amended from time to time in any subsequent Change Order. These Services will be provided by NMI at no cost to ASADA;
- c) **Change Order** means a written agreement between ASADA and NMI outlining the Annual Testing Services;
- d) **Christmas Shutdown Period** means the period where the Laboratory will be closed for Christmas and the period prior to Christmas where the Sample analysis will not be started, as defined in Item 8.2 of Appendix 1. This period will not be included in Turn Around Time calculations;
- e) **Confirmation Procedure** means an analytical test procedure whose purpose is to identify the presence or to measure the concentration/ratio of one or more specific substances, metabolites or markers as defined under the current WADA *International Standard for Laboratories*; (as amended from time to time)
- f) **Erythropoiesis Stimulating Agents (ESA) Testing** means urine or serum Sample analysis for ESA as defined under the current WADA Technical Document (as amended from time to time). Urine and serum Sample analysis are independent tests;
- g) **Fast Turn Around Time (FTAT)** means for:
- Full Screen Testing and Half Screen Testing - 48 hours for negative Samples;
 - ESA Testing - eight Working Days for negative Samples;
- beginning on receipt of a Sample from ASADA at the Laboratory and ending on the issuing by NMI to ASADA of a complete and correct analytical report on the Sample, in accordance with Appendix 1;
- h) **Full Screen Testing** means analysis of urine for substances and methods indicated within the Prohibited List as banned in and out of competition and includes the classes of steroids, β 2-agonists, diuretics and other masking agents, substances with anti-oestrogenic properties, stimulants, narcotics, glucocorticosteroids and cannabis. Luteinising hormone and hCG are included for all male urines. β -Blockers, and other substances prohibited in some sports are only included on request from ASADA as per the laboratory advice form or as required by WADA;
- i) **Half Screen Testing** means analysis of urine for substances and methods indicated within the Prohibited List as banned at all times and includes the classes of steroids, β 2-agonists, diuretics and other masking agents and substances with anti-oestrogenic properties. Luteinising hormone and hCG are included for all male urines, β -Blockers, and other substances prohibited in some sports are only included on request from ASADA as per the laboratory advice form or as required by WADA;

- j) **Small Peptide Testing** - means urine analysis for Growth Hormone Releasing Peptides and Gonadotropin-releasing Hormones;
- k) **Isoform Human Growth Hormone Testing** means serum Sample analysis for isoforms of hGH;
- l) **Biomarker Human Growth Hormone Testing** means serum Sample analysis for Insulin-like growth factor 1 (IGF-1) and N-terminal peptide of type III procollagen (PIIINP);
- m) **International Standard for Laboratories (ISL)** means the *International Standard for Laboratories* published by WADA as in force and amended from time to time, and where relevant, any associated Technical Documents also published by WADA;
- n) **IRMS Testing** means isotope-ratio mass spectrometry testing;
- o) **Laboratory** means NMI's ASDTL;
- p) **Minimum Storage Information** means the minimum information that should be contained in a Long Term Storage of Sample Form as set out in Item 8 of Appendix 4;
- q) **Product Analysis** means the Product Analysis for non-analytical Anti-Doping Rule violations as described in Appendix 5;
- r) **Prohibited List** is as defined under the World Anti-Doping Code;
- s) **Sample** is as defined in the World Anti-Doping Code;
- t) **Services** means the Testing Services described in Appendix 1, Storage Services described in Appendix 4, Product Analysis described in Appendix 5 and Analysis of Blood Haematology Samples described in Appendix 6 together;
- u) **Standard Turn Around Time**¹ means the number of Working Days that the ISL states that A Sample results should be reported by, beginning on receipt of a Sample from ASADA at the Laboratory and ending on issue by NMI to ASADA of an analytical report on that Sample;
- v) **Storage Services** means the storage services to be provided by NMI through ASDTL to ASADA as described in Appendix 4;
- w) **Technical Document** means Technical Documents published by WADA as in force and amended from time to time;
- x) **Testing Services** means the analytical, scientific and consultative services to be provided by NMI to ASADA as described in Appendix 1;

¹ As at 14 September 2018, the ISL states reporting should occur within ten Working Days.

- y) **Timeframe** begins and ends on the dates specified in clause 5 unless extended in accordance with clause 5 or terminated in accordance with clause 13.2;
 - z) **Working Day** means a day from 8.30 am to 5.00 pm AEST (standard ordinary hours) that is not a Saturday, Sunday, public holiday or bank holiday of New South Wales where the act is to be performed or notice is to be provided; and
 - aa) **WADC** means the World Anti-Doping Code as published by WADA, as in force and amended from time to time.
- 2.2. Where words or phrases are defined in sub-clause 2.1, other grammatical forms of the words or phrases used in this MOU have a corresponding meaning.

3. OBJECTIVES

- 3.1. ASADA and NMI acknowledge the objectives of this MOU are to:
- a) provide high quality Sample collection and analytical programs that deliver accurate, reliable and defensible analytical results at world best practice standards in accordance with current WADA recognised and approved testing standards, and by adopting new and novel approaches to testing that may be developed from time to time;
 - b) further develop efficient and cost effective Services through continual review of systems and procedures based on the principles and practices of quality and performance management; and
 - c) where appropriate, jointly develop research proposals that are designed to investigate emerging doping issues.

4. APPENDICES

- 4.1. The schedule and appendices to this MOU specified in this clause are to be read with and form part of the MOU and the whole will constitute the entirety of the MOU between the parties.

Appendix 1	Scope of Testing Services
Appendix 2	Annual Gratis and Additional Testing Services and Additional Payment Details
Appendix 3	Key Performance Indicators
Appendix 4	Scope of Storage Services
Appendix 5	Product Analysis for Non-Analytical Anti-Doping Rule Violations
Appendix 6	Analysis of Blood Haematology Samples

5. COMMENCEMENT AND TERM

- 5.1. This MOU is deemed to commence on 01 July 2018 and will expire on 30 June 2019 unless the parties agree to extend the term of this MOU.
- 5.2. In the absence of a new MOU being agreed between the parties prior to 30 June 2019, the Services, or any part or parts of the Services, will continue between the parties in accordance with the terms of this MOU on a month-to-month basis. Such services may be terminated by either party in writing with thirty (30) calendar days' notice.
- 5.3. Should either party give notice of termination in accordance with clause 5.2, the parties will continue to undertake their obligations under the MOU for the thirty (30) days stipulated in clause 5.2.
- 5.4. ASADA and NMI recognise that, if the MOU is extended as per clause 5.2 above, and at some future point in time thereafter the MOU is terminated under clause 5.2, ASADA and NMI undertake to negotiate in good faith with each other to reach a mutually agreeable solution.
- 5.5. In the event of termination of the MOU under clause 5.2, NMI agrees to maintain the long term storage facility in accordance with the Storage Services set out in Appendix 4 and in particular for the time periods set out in clause 4(c) of Appendix 4.
- 5.6. In the event of termination of the MOU under clause 5.2, ASADA may still request NMI to provide access to staff who were involved in the analysis of Samples that concern ongoing anti-doping rule violation matters, which were commenced before the termination of the MOU. NMI agrees to make best efforts to make available such staff whilst they remain in the employ of NMI.

6. PAYMENT

- 6.1. Any payment for Additional Testing Services to be provided by NMI to ASADA pursuant to this MOU will be made by ASADA to NMI in accordance with the provisions of Appendix 2.
- 6.2. NMI acknowledges that NMI will have no entitlement to any additional payment or remuneration for the Services unless such additional payment is agreed in writing by ASADA prior to the commencement of the relevant Services as outlined under Appendix 2.

7. SERVICES TO BE PROVIDED BY NMI

- 7.1. NMI will provide the Services to ASADA during the Timeframe.

8. NMI AND ASADA ASSURANCES

- 8.1. The parties acknowledge that at the time of entering into this MOU, NMI is, for the purposes of the ASADA Act, an "accredited laboratory" and carries full WADA

accreditation. NMI will use its best endeavours to maintain WADA accreditation during the Timeframe, and acknowledges that should its accreditation be downgraded or withdrawn, the conditions of clause 8.2 will apply.

- 8.2. Should NMI be unsuccessful in retaining full WADA accreditation, ASADA will in its absolute discretion be thereafter entitled to stop performing its obligations under this MOU by notice in writing and be relieved of performing any future obligations pursuant to this MOU (including, but without limitation, the payment of any moneys anticipated by the MOU on account of either Services rendered or to be rendered).
- 8.3. ASADA will ensure that all Samples submitted to NMI in accordance with this MOU have been collected by, or on behalf of ASADA.
- 8.4. ASADA will ensure that all Samples submitted to NMI have been collected and transported in accordance with the requirements of the *International Standard for Testing and Investigations* as approved by WADA and in force and amended from time to time.

9. NMI PERFORMANCE STANDARDS AND INSURANCE

- 9.1. NMI will provide the Testing Services as set out in Appendix 1 to the standards therein stated and in accordance with Appendix 3. Where no directly applicable standards are specified or referred to in Appendix 3 in respect of any particular Testing Services, NMI will (where applicable) perform those particular Testing Services in accordance with the *International Standard for Laboratories* maintained by WADA and by any written agreement made through an exchange of letters, and/or emails with ASADA.
- 9.2. NMI will at all times conduct its analysis and testing in a manner consistent with the *International Standard for Laboratories* and with the prescribed WADA proficiency level and reporting protocols.
- 9.3. NMI will inform ASADA of changes to detection methodologies as and when performance standards and reporting protocols are developed for scheduled substances.
- 9.4. Each party will obtain professional indemnity insurance to cover all matters for which a professional liability may arise for it out of this MOU and will ensure it has adequate levels of insurance coverage with Comcover to meet its obligations and for claims which may arise out of, or in connection with this MOU.

10. CONFIDENTIALITY

- 10.1. ASADA and NMI acknowledge that this MOU is confidential between ASADA and NMI, and neither party will release the original or any copy of this MOU, or disclose any or all of its contents, to any person without the prior written consent of each other except where information:
 - a) is disclosed as required by law;
 - b) is disclosed by either party in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;

- c) is shared by ASADA within ASADA's organisation, or with another agency, where this serves the Commonwealth's legitimate interests;
- d) is disclosed by either party to its professional advisors, which includes (but is not limited to) their external legal advisors, auditors and accountants (as the case may be); and
- e) in relating to NMI's fees or service is disclosed by ASADA to a third party in circumstances where ASADA is providing Sample collection services to that third party.

10.2. In addition to the obligations set out at clause 10.1 above, both parties agree to consult with each other prior to responding to media requests or otherwise publicly disclosing potentially sensitive information related to the Services provided by NMI under the terms of this MOU.

10.3. Clauses 10.1 and 10.2 do not apply to the release of information in this MOU to the Departments currently known as the Department of Health, the Department of Industry, or respective Ministers.

11. SUBCONTRACTING

11.1. Any sub-contractual arrangement or agreement entered into by NMI in respect of the provision of the Services, other than for services provided by other units of the NMI as notified to ASADA, may only be entered into with the prior knowledge and written approval of ASADA.

12. NOTICES

12.1. Any notice or other communication under or in relation to this MOU will be deemed to have been duly given if it is in writing and served by post, courier or email. Any email transmission sent after 5pm on a Working Day will be deemed to have been received on the following Working Day. Posted notices will be deemed to have been received when they would have been delivered in the ordinary course of the post.

12.2. Notices or communications between NMI and ASADA in relation to this MOU will unless otherwise notified in writing be addressed as per the schedule.

13. VARIATION OF UNDERSTANDING

13.1. The parties may at any time during the term add to or vary any of the terms and conditions of this MOU provided that no amendment will have any effect unless it is in writing and signed by both parties.

13.2. In the event that the parties cannot reach agreement in relation to the matters set forth in clause 15.1 either party is entitled to terminate this MOU by providing the other party thirty (30) days' notice in writing.

14. LAW OF THE MOU

14.1. This MOU will be governed by the laws of the Australian Capital Territory.

15. DISPUTE RESOLUTION

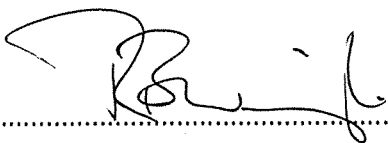
15.1. Mediation

- a) If a dispute arises out of or relates to this MOU the parties agree to attempt to settle the dispute by mediation administered by an agreed third party dispute resolution professional.
- b) A party claiming that a dispute has arisen will give written notice to the other parties to the dispute specifying the nature of the dispute.
- c) On receipt of the notice, the parties to the dispute will within seven (7) days of receipt of the notice, seek to resolve the dispute.
- d) If the dispute is not resolved within seven (7) days or within a further period agreed by the parties, then the parties will refer the dispute to an agreed third party per (a).

15.2. Arbitration

- a) If the parties have not settled a dispute referred to mediation under clause 15.1 within twenty eight (28) days (or another period agreed to in writing by the parties) of the appointment of the mediator, then the parties will immediately submit the dispute to arbitration by an agreed third party arbitration professional.

SIGNED, in duplicate, by:



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Bruce Warrington
 A/Chief Executive Office and Chief
 Metrologist
 National Measurement Institute

Date:.....20/9/18.....



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David Sharpe
 Chief Executive Officer
 Australian Sports Anti-Doping Authority

Date:.....19/9/18.....

SCHEDULE**A. Project Officer**

The ASADA Project Officer is the person for the time being holding, occupying or performing the duties of Chief Science Officer, currently s 22 [REDACTED] available on telephone number, email or via the address set out in Item B [ASADA's Address for Notices].

B. ASADA's Address for Notices

Physical address	6/5 Tennant Street, Fyshwick, Canberra, ACT, 2609.
Postal address	PO Box 1744 Fyshwick ACT 2609
Email	s 22 [REDACTED] (cc: results@asada.gov.au)
Telephone	s 22 [REDACTED]

C. NMI's Address for Notices

Physical address	105 Delhi Road, North Ryde NSW 2113
Postal address	PO Box 138, North Ryde NSW 1670
Email	[REDACTED] (cc: Sports@measurement.gov.au)
Telephone	s 22 [REDACTED]

D. Confidential Information

ASADA's Confidential Information

Item	Period of Confidentiality
Protected Information, as defined in the ASADA Act.	For as long as the information remains, protected information.

APPENDIX 1 - SCOPE OF TESTING SERVICES

1. SAMPLE CATEGORIES

1.1. With each Sample submitted by or on behalf of ASADA to NMI for analysis, ASADA will specify in writing the level of analysis or testing required. Such levels will be:

- a) Full Screen Testing (In-competition);
- b) Half Screen Testing (Out of Competition);
- c) ESA Testing of urine Sample;
- d) ESA Testing of serum Sample (including HBOC);
- e) Biomarker hGH Testing of serum Sample (including HBOC);
- f) Isoform hGH Testing of serum Sample (including HBOC);
- g) Small Peptide Hormones testing of urine Sample;
- h) IRMS Testing of Samples selected by ASADA;
- i) ABP haematology Samples; and/or
- j) EPO gene-doping testing

as those terms are defined in clause 2 (Definitions) of this MOU.

2. APPROXIMATE SAMPLE SUBMISSION BY ASADA

2.1. ASADA will:

- a) make reasonable attempts to ensure Samples are delivered before 2 pm on any given Working Day. If NMI is required to analyse Samples outside of a Working Day, ASADA may be charged a fee as detailed in Appendix 2.
- b) arrange for Samples which require a Fast Turn Around Time to arrive at the Laboratory by 10 am on Working Days to ensure turnaround times can be met;
- c) notify NMI five (5) Working Days prior to the arrival of Fast Turn Around Time Samples to enable NMI to organise overtime with staff;
- d) notify NMI five (5) Working Days prior to the arrival of any Sample that will require analysis outside of Working Days, to allow organisation of overtime with staff;
- e) ensure that blood Samples arrive at the Laboratory within the conditions of WADA requirements. Samples that do not arrive within these parameters may still be counted as part of the Annual Testing Services;
- f) email NMI to provide confirmation of blood Sample collection, approximate arrival time and courier note number for tracking purposes when blood has been collected and dispatched; and
- g) where possible, ensure that the combined urine volume is to be at least 120 mL with 75 mL of this in the A Sample and 45 mL of this in the B Sample for urine Samples on which a urine ESA test is requested.

2.2. NMI will ensure:

- a) staff are present when a Sample arrives in the laboratory according to time frames notified by ASADA;
- b) telephone contact numbers are provided to ASADA and updated for out-of-hours needs; and
- c) the haematology Samples will be analysed within timeframes prescribed by WADA. In cases when the Laboratory is not able to begin analysis of a batch upon its receipt, the Laboratory will maintain Samples at the desired temperatures as per WADA guidelines until the start of the analytical procedure.

3. ANALYSIS OF SAMPLES BY NMI, AND NOTIFICATION OF RESULTS BY NMI TO ASADA

- 3.1. NMI will ensure that its analysis, operational and notification procedures will comply with the ISL and the stated requirements of ASADA.
- 3.2. Blood Samples may be analysed for other prohibited substances and methods as detection methods become available. Such analysis will be agreed in writing between NMI and ASADA and may incur an additional fee.
- 3.3. Where NMI receives more than two Samples which were linked to a single athlete as identified on the doping control form, NMI will only analyse the first and last Samples. NMI may combine aliquots from intermediate collections to facilitate analysis when agreed by ASADA.
- 3.4. Where NMI is not able to complete the analysis of an A or B Sample as required in the relevant *Technical Documents*, NMI will facilitate the shipping of such Samples to another WADA Accredited Laboratory to allow the analysis and all subsequent analysis (i.e. B Sample analysis) to be completed. For these Samples ASADA will be charged a fee as detailed in Appendix 2, clause 7.
- 3.5. Human Growth Hormone testing by isoform will be conducted in batches of 15 Samples.
- 3.6. Human Growth Hormone testing by biomarker will be conducted in batches of 36 Samples.
- 3.7. ESA testing where possible will be completed in batches of 15 or more Samples unless agreed by NMI and ASADA.
- 3.8. EPO gene-doping testing and small peptides testing will be conducted in batches of 22 Samples.
- 3.9. NMI will notify ASADA of suspicious results observed during normal Sample analysis procedures including unconfirmed results where this could provide intelligence.

4. STANDARD OF TESTING SERVICES

4.1. NMI will:

- a) analyse all Samples in accordance with the analysis techniques specified in the ISL and as per directives from WADA;
- b) conduct all Sample analysis in a manner that complies with the WADA proficiency level and reporting protocols for each substance and in accordance with the *International Standard for Laboratories*; and
- c) comply with all relevant reporting protocols as specified and required by WADA and ASADA.

5. CONFIRMATORY ANALYSIS

- 5.1 NMI will undertake confirmatory analysis on A and B Samples, as required by ASADA, at an analysis rate of up to 110 confirmation procedures over the course of this agreement. Analyses of A and B Samples beyond this rate may be subject to additional charges at prices determined by written agreement of the parties.
- 5.2 B Sample analysis will be conducted on a date mutually agreed by ASADA and NMI.

6. REPORTING OF ANALYTICAL RESULTS

- 6.1. NMI will report Sample analysis results to ASADA by methods agreed between the Director, ASDTL and the Chief Science Officer, ASADA.
- 6.2. All Adverse Analytical Findings for Threshold Substances will include the concentration of the substance detected.
- 6.3. An estimated concentration from the confirmation procedure will be provided for S6 Stimulants, S7 Narcotics, S8 Cannabinoids and S9 Glucocorticosteroids on the Report of Analysis and any other substances when requested by ASADA if it can be determined by the laboratory.
- 6.4. All Adverse Analytical Findings following Isotope Ratio Mass Spectrometry (IRMS) analysis will be reported to ASADA as per requirements in the related WADA Technical Document.
- 6.5. Original soft copy images of EPO results will be retained by NMI, and provided to ASADA on request.
- 6.6. Endogenous steroid profiling parameters as outlined in the relevant Technical Document will be provided to ASADA through ADAMS. Additional parameters may also be reported as agreed by NMI and ASADA.
- 6.7. Reporting of results of hGH biomarker analysis will include IGF-I and P-III-NP values.

- 6.8. A Certificate of Compliance which at a minimum includes photographs of the Sample bottles, a review of the chain of custody, details of the laboratory advice and certificate of analysis will be provided for all A and B Sample confirmations.

7. PROVISION OF SCIENTIFIC AND CONSULTATIVE SERVICES

- 7.1. NMI will provide to ASADA the following scientific and consultative services:
- a) scientific interpretation of any analytical test results determined by or on behalf of NMI including as required a comparison of data with results from previous Samples as required (e.g. longitudinal investigations of athlete test history to determine if the longitudinal profile of the athlete established by the subsequent or prior tests is not physiologically normal);
 - b) details of all Samples provided by or on behalf of ASADA which on testing by NMI show pH and specific gravity levels or results which are outside recognised NMI limits;
- 7.2. NMI will, during the term of this MOU:
- a) promptly inform ASADA's Chief Science Officer of all defective testing materials used by ASADA (including but not limited to defective containers, bottles, security seals etc.), and all documentary or procedural errors by or on behalf of ASADA and identified by or brought to the attention of NMI.

8. TURNAROUND TIMES

- 8.1. Subject to clauses 8.2 and 8.5 below, NMI will ensure that A Sample analysis (excluding hGH biomarker and ESA analyses) is completed within the Standard Turn Around Time unless otherwise agreed by the parties.
- 8.2. ASADA recognises that NMI will have a Christmas to New Year Shutdown Period. ASADA will be notified in relation to last Sample analysis for urine and blood at least 4 weeks before shutdown. Final blood Samples must be delivered by 10 am on the agreed final date before shutdown.
- 8.3. ASADA recognizes that if NMI receives more than 70 Samples from ASADA in a one week period, the turnaround times on tests will be negotiated on the understanding NMI will make every effort to meet turnaround times for this period.
- 8.4. Turnaround Times are calculated as beginning on receipt of a Sample from ASADA at NMI's Laboratory and ending on issue by NMI to ASADA of an analytical report on that Sample. Where incomplete or incorrect paperwork is provided with Samples, and the failure to provide complete or correct paperwork could reasonably have an impact on the commencement of analysis for a particular Sample, turnaround time will commence when correct and complete paperwork arrives at NMI or ASADA notifies NMI of the complete and correct details.
- 8.5. ASADA recognizes that the turnaround time for the urine/serum component of an EPO/MICERA Testing and for Samples requiring T/E confirmation and IRMS analysis may

sometimes require more than 15 Working Days but no more than 20 Working Days for EPO/MICERA or IRMS analysis.

- 8.6. ASADA recognizes that the turnaround time for hGH analysis is dictated by delivery of analysis kits. NMI will provide ASADA with an intended schedule of commencement of hGH batches. ASADA may request NMI to delay commencement of a batch due to the impending arrival of a high priority Sample.
- 8.7. Samples that arrive after 10 am on a particular day will be assigned as having arrived the following Working Day for calculation of the turnaround time. Where Fast Turn Around Time Samples are batched the turnaround time will commence when the last set of Samples to be batched is received. All batching should be with the agreement of ASADA for Fast Turn Around Time Samples.
- 8.8. If ASADA identifies the need for a Fast Turn Around Time, NMI will make every reasonable effort to meet the requirement. Longer standard turnaround times may also be agreed by the parties, where NMI from time to time has a high volume of Samples pending for analysis (as provided by ASADA) where it would be impossible to perform standard turnaround times having regard to NMI's testing equipment and procedures.

Where ASADA requests Fast Turn Around Time for IC and OOC Urine Sample analysis, NMI will report all negative results to ASADA within 48 hours. This applies to Working Days and is calculated in accordance with clause 8.7. Where a Fast Turn Around Time Sample is 'not-negative', but the NMI is unable to confirm that it is 'positive' within 48 hours, NMI will advise ASADA of a potential positive result and make all reasonable efforts to report these results as quickly as possible.

- 8.9. For hGH and IRMS analysis, fast turnaround analysis is not possible due to NMI processes. For priority Samples identified by ASADA, NMI will ensure the identified Sample is included in the next analysis batch.
- 8.10. ASADA acknowledges the maximum batch size for Fast Turn Around Time is 10 Samples. Batch sizes above this amount will have Fast Turn Around Times agreed in advance by the parties.
- 8.11. NMI will issue Analytical reports on B Samples for most substances within two Working Days following commencement by NMI of the B Sample analysis. For some substances a longer period may be required and agreed by the parties.
- 8.12. In the event of NMI being unable to meet the time frames specified above, NMI will provide to the ASADA Chief Science Officer, in writing, within 1 day of becoming aware of its failure to comply with agreed turnaround times, or likely failure to so comply, reasons for the delay and advice on the anticipated date for delivery of analysis reports.

In the event that any Additional Testing Services are conducted by NMI at the written request of ASADA, in accordance with Appendix 2, and the timeframes specified in this contract or otherwise agreed between the parties are not met regarding a particular Sample or Samples and fall outside of the key performance indicators (KPIs) outlined in Appendix 3, NMI and ASADA will negotiate and agree on the cost for these services.

9. LIAISON

- 9.1. A regular exchange of information will occur at quarterly NMI/ASADA operational meetings and as agreed between the parties. These discussions will include, but not be limited to, key performance indicators and Sample submission rates.
- 9.2. Such liaison will be undertaken by the following representatives of ASADA and NMI, or their nominated delegate.

Director, ASDTL National Measurement Institute	Chief Science Officer Australian Sports Anti-Doping Authority
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APPENDIX 2 - Gratis Testing Services and Additional Payment Details

1. All prices **EXCLUDE GST**. Note that invoices will have GST added to the amounts listed in this Appendix.

Annual Gratis Testing Services

2. ASADA understands that NMI needs to allocate resourcing to undertake the MOU Services. As such, to assist NMI to plan the conduct of the Services under this MOU, ASADA and NMI agree that the initial Annual Gratis Testing Services to be provided by NMI to ASADA at no cost to ASADA are as follows.
 - **s 47G** Half Screen/Full Screen Testing of urine Samples, including up to **s 47G** A or B confirmation procedures with Certificates of Compliance included;
 - **s 47G** GC-C-IRMS measurements of Samples requested by ASADA;
 - **s 47G** EPO urine or MICERA serum tests;
 - **s 47G** Human Growth Hormone isoform or biomarker tests;
 - **s 47G** batches of Blood Passport analysis of **s 47G** Samples;
 - **s 47G** small peptides tests;
 - **s 47G** Fast Turn Around Time requests on Full Screen Testing or Half Screen Testing on Samples directed by ASADA;
 - **s 47G** blood and **s 47G** urine Samples tanking;
 - **s 47G** weekend drop-offs of blood serum Samples; and
 - **s 47G** worth of product testing as outlined in Appendix 5.
3. ASADA and NMI will meet quarterly to agree to any changes to be made to the Annual Gratis Testing Services. Any agreed variation to the Annual Gratis Testing Services will be outlined in a Change Order.

Additional Testing Services

4. Any Services conducted by NMI in addition to the Annual Gratis Testing Services will be agreed in writing between the parties and will incur the following costs to ASADA:

Testing Services:

- **Screening**
- **Urine and Serum**
 - **s 47G** per Half/Full Screen Testing of urine Samples;
 - **s 47G** Fast turnaround batch startup fee during normal work days.
 - Fast turnaround Samples which required weekend or public holidays will incur additional fees. Costs to be negotiated on a case by case basis.
 - **s 47G** ESA urine or serum tests

- \$ 47G HBOC serum with no other analysis requested;
- \$ 47G small peptides;
- \$ 47G per Sample for Human Growth Hormone isoform or biomarker
- Athlete Biological Passport – Haematology
 - \$ 47G batch startup fee
 - \$ 47G per Sample analysis
 - \$ 47G per batch Blood Passport/Screen which require analysis out of normal working hours;
 - \$ 47G Blood Passport Documentation Package
- **Confirmation**
- A Sample
 - \$ 47G per Steroid Profile Confirmation
 - \$ 47G per GC-C-IRMS screening
 - \$ 47G Qualitative Confirmation – A Sample (excluding IRMS, ESAs and hGH);
 - \$ 47G Quantative Confirmation – A Sample (excluding IRMS, ESAs and hGH);
 - \$ 47G IRMS, ESAs or GH confirmation – A Sample
 - \$ 47G Documentation Package – A Sample
- B Sample
 - \$ 47G Qualitative or Quantative – B Sample (excluding IRMS, ESAs and hGH);
 - \$ 47G IRMS, ESAs or GH – B Sample
 - \$ 47G Documentation Package– B Sample
- **Other Services**
 - \$ 47G Long Term Sample Storage;
 - \$ 47G per hour Laboratory Expert Opinion;
 - \$ 47G Certificate of Analysis – Reports sent to client in addition to reporting into ADAMS;
 - \$ 47G per batch serum Samples which require processing out of normal working hours (spin and store);
 - \$ 47G for Certificate of Compliance.

Other Services:

5. Consultancy fees for scientific or technical services outside the scope of Services described in this Appendix may be charged to ASADA at a rate of \$ 47G per hour.
6. Document packs in relation to an Adverse Analytical Finding will be produced on request by ASADA for \$ 47G each.
7. A or B Sample screening or confirmation analyses which are outside the scope of NMI's accreditation will be at ASADA's cost including shipping.

8. Fast Turn Around Time for ESA Testing of Samples may be charged at \$476 per Sample.
9. ASADA should provide to NMI, on a quarterly in-advance basis, ASADA's upcoming urine and blood test plans, both planned and tentative Sample collections, per month. If, based on this plan, NMI identifies to ASADA any major events, or testing programs outside what might be considered a standard or reasonable program, NMI and ASADA may negotiate a specific price schedule or a separate MOU for such testing.
10. NMI will issue valid tax invoices and adjustment notes as per requirements of Australian GST legislation.
11. NMI and ASADA will annually conduct a joint review of substances included in the current screening analysis, any proposed modifications to these substances, and any costs involved.

Monthly Statement:

12. NMI will issue a statement each month which specifies the following information:

Urine analysis:	<ul style="list-style-type: none"> total half screens Samples to date total full screens Samples to date number of Government funded half screen analyses number of Government funded full screen analyses number of User Pays half screen analyses number of User Pays full screen analyses
ESA testing:	<ul style="list-style-type: none"> number of Government funded analyses number of User Pays analyses
hGH- Biomarker testing:	<ul style="list-style-type: none"> number of Government funded analyses number of User Pays analyses
hGH- Isoform testing:	<ul style="list-style-type: none"> number of Government funded analyses number of User Pays analyses
Small Peptide testing:	<ul style="list-style-type: none"> number of Government funded peptide analyses number of User Pays peptide analyses
ABP:	<ul style="list-style-type: none"> number of batches to date number of Samples to date

Confirmations (A + B)	number of A/B confirmation procedures
Tank	number of urine Samples requested to date number of blood Samples requested to date
Product testing value:	value to date
Additional services	= \$XXXX.XX
GST	= \$XXX.XX
Total for additional services	= \$YYYY.YY

APPENDIX 3 – KEY PERFORMANCE INDICATORS

During the term of this MOU, the following KPIs will be reported on by the parties to the MOU through the quarterly Operations Meetings.

Performance Indicator	Improvement/Target
NMI Operational	
NMI acknowledges receipt of all of Samples by email within 72 hours after receipt.	100%
NMI reports results of all specified “Fast Turn Around Time” Samples within agreed time.	80% of Sample results notified within agreed turnaround time. Notify ASADA of any delays and reasons for delay.
NMI reports results of all Samples within Standard Turn Around Time.	80% of Sample results notified within Standard Turn Around Time. ² Notify ASADA of any delays and reasons for delay.
NMI conducts analytical screen requested by ASADA on all Samples.	100% of Samples correctly screened.
NMI correctly identifies all Samples on reports of results.	100% of Sample numbers correctly transcribed.
Number of errors committed by NMI when breaking seals or opening bottles.	Zero errors
Number of instances when inaccurate report of substances detected is made.	100% accuracy
ASADA Operation	
ASADA submits testing plans on time	Annual testing plan submitted before 1 July Quarterly testing plan submitted a minimum of 5 working days before the start of the plan Monthly Blood passport collection plans submitted a minimum of 5 working days before the start of the plan Major variations to plans notified with a minimum of 5 working days notice
ASADA notifies NMI of Fast Turnaround Time requests in advance of Sample collection specifying	80% of Fast Turnarounds notified 5 days in advance of every request for FTAT Samples arriving at ASDTL.

² Note that for batches containing S.3 Beta-2 Agonists and/or S.9 Glucocorticosteroids of the Prohibited List where NMI may report a Presumptive Analytical Finding, the exemption only applies where ASADA does not provide NMI with sufficient notice e.g. within 48 hours of whether the athlete has a TUE. This measure excludes hGH biomarker analyses.

the Sample numbers and expected days required for Sample receipt in the laboratory	
Fast turnaround Samples clearly marked on Laboratory Advice Forms	100%
ASADA documentation correctly completed	100% of Laboratory Advice Forms clearly identify Sample numbers, analytical screen required and other special instructions 100% of courier consignment notes/documentation signed by ASADA official
Samples submitted with volume and specific gravity readings outside ranges agreed by ASDTL and ASADA	0 Samples submitted with readings outside agreed ranges
ASADA notifies ASDTL of Samples for which results have not been reported within the agreed Turnaround Time	Notification provided

APPENDIX 4 – Scope of Storage Services

Storage Services

1. Background

- (a) Since mid-2007, NMI has at ASADA's request stored selected Samples in a long-term storage facility. This facility is designed to store Samples for a period of up to 10 years from collection while the integrity and chain of custody of Samples is maintained. ASADA's urine Samples designated for long term storage are kept at NMI. The capacity of this storage is approximately 5000 Samples (5000 A and 5000 B bottles).
- (b) ASADA's serum Samples designated for long term storage are kept at NMI. The capacity of this storage site is approximately 1344 Samples (1344 A and 1344 B bottles).

2. Storage of urine Samples

- (a) NMI will store the urine Samples selected by ASADA in its long term storage facility under the following conditions:
 - i. all urine Samples will be maintained in a frozen state at a temperature of between minus 15-25°C in suitably refrigerated environments for the Timeframe of this MOU;
 - ii. the internal temperature of the refrigerated environments used to store the Samples will be monitored and controlled so that the Samples remain frozen at all times over the period stored; and
 - iii. the chain of custody is maintained at all times.
- (b) For the abundance of caution, the parties agree that for A Sample negatives, the remainder of the A and the B Samples that are not placed in the long term storage facility, are stored by NMI, in accordance with the WADC and ISL. For A Sample Adverse Analytical Findings, the remainder of the A and the B Samples are to be retained for at least 12 months following reporting and notified to ASADA prior to disposal. ASADA will then determine whether to store these Samples in the long term storage facility. Both A and B Samples relating to an Atypical Finding or follow-up Sample (as identified by ASADA) will be retained until notification of the conclusion of the investigation is received from ASADA. ASADA must provide notification in a timely fashion.

3. Storage of Blood Samples

- (a) NMI will store the blood Samples selected by ASADA in the long term storage facility under the following conditions:

- i. all blood Samples will be maintained in a frozen state at a temperature of minus 80°C in suitably refrigerated environments;
- ii. the internal temperature of the refrigerated environments used to store the Samples will be monitored and controlled so that the Samples remain frozen at all times over the Timeframe of this MOU; and
- iii. the chain of custody is maintained at all times.

4. Storage Information of Urine and Blood Samples

- (a) ASADA will select the Samples to be stored. The Samples which are to be stored by NMI, under this section of the MOU, are those which have been identified by:
 - i. an ASADA Doping Control Officer, on the Laboratory Advice Form forwarded to NMI, as a Sample to be stored, or
 - ii. otherwise in writing from the Science and Results Team at ASADA.
- (b) NMI will, pursuant to its obligations under this MOU, conduct the analysis of the Samples identified by ASADA for storage.
- (c) Samples are to be stored in the long term storage facility for a period of 10 years from collection, or as otherwise advised by ASADA in writing. Samples stored survive the termination of the MOUs between ASADA and NMI. That is, they are to be maintained stored in the long term storage facility upon the conclusion of the MOU, and ASADA will pay the rates agreed for storage.

5. Management of Records

- (a) NMI will ensure that adequate hard copy and electronic records are kept in relation to stored Samples to ensure that the chain of custody and security of stored Samples can be guaranteed sufficiently to meet the required standard of proof with respect to any Adverse Analytical Findings in relation to any stored Samples. These will be available for review by ASADA staff upon prior notification to NMI with related costs invoiced to ASADA.

6. ASADA's obligations

- (a) ASADA will provide to NMI:
 - i. The Samples for storage;
 - ii. Appropriate documentation accompanying those Samples, notably a Laboratory Advice Form for each Sample; and
 - iii. Monthly list of tank Samples for which NMI has not returned a tanking form.

7. Ownership

- (a) ASADA retains ownership of Samples at all times. NMI may only use Samples for research or re-analysis as directed by ASADA or as stated in the WADA ISL.

8. Minimum Storage information

- (a) Upon storing a Sample as directed by ASADA, NMI will complete a Long Term Storage of Sample Form (previously supplied). At a minimum, the information contained on this form will include:
 - i. The date that the Sample was received by NMI;
 - ii. The original bottle number of Part A of the Sample;
 - iii. The original lid number of Part A of the Sample;
 - iv. The date that the Sample was originally opened (if applicable);
 - v. The remaining volume in Part A of the Sample;
 - vi. The bottle number that the remaining volume of Part A of the Sample was resealed in;
 - vii. The lid number that the remaining volume of Part A of the Sample was resealed with;
 - viii. The date that the remaining volume of Part A of the Sample was resealed;
 - ix. The numbers of the bottle and lid of the corresponding Part B of the Sample;
 - x. The date that the Sample entered into long term storage;
 - xi. The date that it is intended the Sample be finally removed from long term storage; and
 - xii. Witnesses of the resealing and entry into long term storage of the Sample.
- (b) ASADA may at its discretion include further requirements in the Long Term Storage Form.
- (c) NMI will provide ASADA with a completed copy of the Long Term Storage of Sample Form for every Sample stored within 15 Working Days of receipt of Samples.

9. Reporting of Sample Numbers in Storage

- (a) When requested by ASADA, NMI will provide ASADA with the number of urine Samples and number of blood Samples added to long term storage within a period as specified by ASADA.
- (b) NMI and ASADA acknowledge that neither party currently has an appropriate auditable system for reporting on total Samples numbers in storage.

(c) Both parties will work towards resolving this during the life of this MOU.

10. Standards and Best Practice

- (a) NMI will ensure that the following standards are met, where applicable, in delivery of the Storage Services:
- i. The *International Standard for Laboratories* as adopted by the World Anti-Doping Agency (WADA) as amended from time to time;
 - ii. WADA Technical Document – TD2009LCOC: Laboratory Internal Chain of Custody;
 - iii. ISO/IEC 17025: 2005 – General requirements for the competence of testing and calibration of laboratories; and
 - iv. The World Anti-Doping Code.

APPENDIX 5 – Product Analysis for non-analytical Anti-Doping Rule Violations

1. Background

- (a) The *Australian Sports Anti-Doping Authority Act 2006*, and the *Australian Sports Anti-Doping Regulations 2006* (including the National Anti-Doping scheme) establishes ASADA's power to investigate non-analytical Anti-Doping Rule Violations. These may include (but are not limited to) use or attempted use, possession and trafficking. Through relationships ASADA has formed with law enforcement agencies, products that athletes and support personnel have possessed, or attempted to possess, which are suspected of containing a Prohibited Substance, may come into ASADA's possession. The identification of the ingredients of these products is essential to ASADA in the successful enforcement of non-analytical cases against athletes and support personnel.

2. Scope of service

- (a) At its discretion, ASADA may request NMI to analyse products or other items it has obtained. The analysis requested would include the identification, as appropriate, of a range of steroids, illicit drugs, miscellaneous pharmaceuticals and selected peptide hormones which may be in a tablet, powder or liquid form.
- (b) NMI will analyse these products as directed by ASADA. This identification may involve:
- i. the testing of the product for its labelled ingredient,
 - ii. the testing of the product for additional ingredients which are not labelled or
 - iii. the characterisation (involving the identification, where possible, of the main active constituent) in an unidentified product.

3. Delivery of Service

NMI will carry out analysis of products when requested by ASADA. The Turn Around Times for these services will be negotiation on a case by case basis.

4. Costs of analysis

Costs may apply for analysis required after the total cost for product testing in Appendix 2 is exceeded.

Cost per analysis process, per Sample is \$350 or as otherwise agreed.

If an unknown substance is detected which could be a prohibited substance ASADA will be informed and additional costs for further analysis may be incurred. NMI will provide ASADA with an estimate of the number of hours to complete investigation. These hours will be charged at consultancy fees for scientific or technical services at a rate of \$295 per hour and include costs for specialized consumables and instrumental analysis time.

5. Analysis requests

- (a) Requests for analysis will be made in writing by ASADA. In the request, ASADA will notify NMI of the expected delivery time for the Sample to be analysed and scope of analysis requested (e.g. all prohibited substances or stimulants only).

6. Reporting

- (a) NMI will produce a Certificate of Analysis for each case submitted. This will detail:
 - date of arrival of the product at NMI;
 - where applicable, the consignment number and transport device;
 - analysis method used (e.g. gas chromatography mass spectrometry); and
 - the result of analysis.
- (b) Certificate of Analysis will be emailed to results@asada.gov.au

7. Invoicing

- (a) NMI may invoice ASADA for the analysis of products in excess of the \$13,000 included in Appendix 2 on a case by case basis. Where multiple pills are provided to NMI from one source (e.g. pills identified by ASADA as being from the same product package) these will only be invoiced for the one analysis. Invoices should be addressed to the ASADA Project Officer.

8. Handling of Samples

- (a) ASADA will send or have products sent to NMI. Samples should be submitted to the Director, Australian Sports Drug Testing Laboratory, 105 Delhi Rd, Nth Ryde NSW 2113. NMI will store Samples in a secure location and maintain a record of chain of custody and the removal of fractions of these products for testing. NMI will store products for 12 months and then they will be destroyed. If ASADA has not concluded its investigations at this stage they must notify NMI prior to the 12 month deadline of the need to retain the Sample.

9. Ownership

- (a) ASADA retains ownership of products at all times.

APPENDIX 6 – Analysis of Blood Haematology Samples

1. Background

- (a) As a key element of ASADA's testing program, NMI will deliver blood analysis services.
- (b) ASADA's blood program involves the collection of blood Samples from athletes under the direction of ASADA's field staff.
- (c) For the purpose of this Appendix of the MOU, "Sample" refers to a blood Sample collected into an Ethylenediaminetetraacetic Acid (EDTA) tube.

2. Services

Analysis of Blood Samples

- (a) Following the collection of Samples by ASADA, NMI must analyse the Samples, in accordance with the *International Standard for Laboratories* and current related technical documents as amended from time to time.
- (b) Provided that Samples are received by the Laboratory within WADA requirements, each Sample must be analysed by NMI within WADA requirements.

Batching

- (a) ASADA will notify NMI on collection of Sample by either email or phone with number of Samples, expected day and time of delivery and courier consignment note number for tracking purposes.
- (b) NMI will use all reasonable attempts to maximise Sample batch numbers received within a 48 hour period from the earliest collected (and received) Sample.
- (c) NMI must run analysis of Samples within 48 hours of the collection of the Sample (in terms of collection time).
- (d) ASADA shall notify NMI five (5) working days prior to receipt of any Samples which are to be analysed at the laboratory Out of Hours (Outside of working hours). ASADA recognise that on Fridays, haematology Samples must be received by 4pm to enable analysis within working hours. Failure to notify NMI may result in the analysis time exceeding the WADA requirements with ASADA still required to pay Full fee for Sample analysis.
- (e) To enable NMI to staff the Service appropriately, on a monthly basis ASADA will provide NMI within indicative forecasts for Sample collections with date ranges covering the following month. This will be provided one (1) week before the end of a calendar month.

Reporting of Results

- (a) Results of all analysed Samples must be reported to ASADA within 28 hours of analysis during normal Working Days. Data logger plots will be sent with normal reporting workflow to results@asada.gov.au Samples analysed the day before or on a weekend or public holiday must be reported by 5 pm (Canberra local time) on the next Working Day.
- (b) Results will be reported into ADAMS. Any changes to this format following a request from WADA must be immediately reported to ASADA.
- (c) Monthly reports from WADA-CSCQ "WA" survey on ASADA's request.

Data Loggers

- (a) NMI must download the information contained within data loggers and maintain a record of this information.
- (b) NMI must report to ASADA within 24 hours if the information within the data logger suggests that the integrity of the Sample has been compromised. For the purposes of this MOU a Sample will be compromised in the event that it is not transported within 2 – 12 degrees Celsius.
- (c) The data logger information and copy of the laboratory advice form must be provided to ASADA within 36 hours of reporting results.
- (d) NMI must notify ASADA within 24 hours if it discovers anything which would otherwise compromise the Sample (e.g. that the seal has been broken or as otherwise specified in the *International Standard for Laboratories*).
- (e) NMI will prepare and make available for courier pick up, all data loggers and nano-cool boxes (lids removed) to the ASADA Canberra office within 48 hours after completing obligations under clauses (a) – (d) [Data Loggers] above. NMI agrees that for ASADA staff based in the Sydney metropolitan area, NMI will release nano-cool boxes and associated data loggers to ASADA staff upon request, if available.

Expert Testimony or Advice

- (a) NMI must make available personnel associated with analysis of Samples, on request by ASADA, for the purpose of providing expert evidence, testimony or advice with respect to any anti-doping rule violation arising from the analysis of blood Sample under this MOU.

3. Key Performance Indicators (KPIs)

- (a) NMI must comply with the following KPIs in performing the services under this Appendix:
 - i. be available to receive Samples at any time during Working Days, weekends and public holidays;
 - ii. perform analysis of all Samples within 48 hours of collection, unless otherwise advised by ASADA;

- iii. ensure that ASADA is promptly notified if it has insufficient capacity to undertake the analysis of large batches of Samples within 48 hours of collection. In these situations ASADA will recommend which Samples should be prioritized; and
 - iv. advise ASADA of any significant issues as soon as possible but not later than 24 hours (During normal working hours) after an issue occurs.
- (a) If NMI does not perform analysis of an ABP Sample within WADA guidance (provided that the Sample was received within WADA guidance, delivered at an expected ASADA notified delivery time and with required notifications) NMI must not charge ASADA for those Samples.
 - (b) NMI will make reasonable endeavours to report results as detailed in Reporting of Results. NMI and ASADA will monitor turn-around times over the course of this MOU. If NMI fails to report results within 3 business days of analysis, ASADA will not be charged for these Samples.
 - (c) NMI agrees to meet and consult with the Project Officer regarding this Appendix as provided for under clause 9.4 and Item 9 of Appendix 1 of the MOU.

4. Ownership of Samples

- (a) NMI acknowledges that Samples remain at all times the property of ASADA.
- (b) NMI agrees to deal with any Samples at ASADA's direction.

5. Policies, Standards and Guidelines

- (a) NMI must comply with applicable standards, including:
 - i. General requirements for the competence of testing and calibration of laboratories (ISO/IEC 17025);
 - ii. World Anti-Doping Agency accreditation for the purpose of the Athlete Biological Passport;

the World Anti-Doping Agency *International Standard for Laboratories* and relevant technical documents as amended from time to time.

Variation to Memorandum of Understanding between ASADA and NMI – No. 1**Australian Sports Anti-Doping Authority (ASADA)**
MOU Reference: ASADA

Between Commonwealth of Australia as represented by the
Australian Sports Anti-Doping Authority (ASADA)
ABN: 91 592 527 503

And Commonwealth of Australia as represented by the National
Measurement Institute established under section 17 of the
National Measurement Act 1960 (Cth), an operating unit within
the Department of Industry, Innovation and Science (NMI)
ABN: 74 599 608 295

VARIATION to the Memorandum of Understanding

BETWEEN

COMMONWEALTH OF AUSTRALIA as represented by the Australian Sports Anti-Doping Authority (**ASADA**) ABN: 91 592 527 503

AND

COMMONWEALTH OF AUSTRALIA as represented by the National Measurement Institute established under section 17 of the *National Measurement Act 1960* (Cth), an operating unit within the Department of Industry, Innovation and Science (**NMI**) ABN: 74 599 608 295

PURPOSE

- A ASADA and NMI entered into a Memorandum of Understanding dated 19 September 2018 setting out the Services to be provided by NMI to ASADA and the conditions attached to those Services (**MOU**).
- B Pursuant to clause 13 of the MOU, ASADA and NMI have agreed to extend the term of the MOU.
- C Pursuant to clause 13 of the MOU, ASADA and NMI have also agreed to include Athlete Passport Management Unit (**APMU**) functions in Appendix 2 of the MOU.

IT IS AGREED

1. Interpretation

- 1.1. In this document, unless the contrary intention indicates otherwise capitalised terms used in this document that are not defined below and are defined in the MOU have the same meaning as in the MOU.
- 1.2. In this document, unless the contrary intention appears:
 - a. words in the singular include the plural and words in the plural include the singular;
 - b. clause headings are for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer; and
 - c. if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning.
- 1.3. This document records the entire agreement between the parties in relation to its subject matter.
- 1.4. As far as possible all provisions of this document will be construed so as not to be void or otherwise unenforceable. If anything in this document is void or otherwise unenforceable then it will be severed and the rest of the document remains in effect. A provision of this document will not be construed to the disadvantage of a party solely on the basis that it proposed that provision.
- 1.5. In the event of conflict between this document and the MOU, the provisions of the document will prevail.

12. Where ASADA agrees to use ASDTL as ASADA's APMU, other APMU services which will incur costs to ASADA include:

- A. preparation of APMU documentation packages
- B. external expert reviews, and
- C. other services by agreement.

Any costs arising in relation to these other APMU services will be agreed by ASADA prior to the service being undertaken by ASDTL.

4. MOU continues

- 4.1 Other than as varied under this document, the terms and conditions of the MOU remain unchanged and continue in effect.

2. Date of effect
- 2.1 The variations set out in this document are deemed to have taken effect from 1 July 2019.

3. Variations to the MOU

- 3.1 The MOU is varied as follows:

Clause 2 – Definitions

Delete paragraph 2.1(t) in its entirety and replace with:

Services means the Testing Services in Appendix 1, the Annual Gratis Testing Services and other services in Appendix 2, the Storage Services in Appendix 4, Product Analysis in Appendix 5 and Analysis of Blood Haematology Samples in Appendix 6 together.

New Clause 3.2 - Objectives

3.2 The parties, as emanations of the Commonwealth, acknowledge that they do not have the capacity to enter into a legally binding agreement with each other. Nonetheless, they intend to act as if obligations and rights derive from this MOU and those obligations and rights are legally binding.

Clause 5 – Commencement and Term

Delete clause 5.1 in its entirety and replace with the following new clause 5.1:

This MOU is deemed to commence on 01 July 2018 and will expire on 30 June 2020 unless the parties agree to extend the term of this MOU.

Delete clause 5.2 in its entirety and replace with the following new clause 5.2:

In the absence of a new MOU being agreed between the parties prior to 30 June 2020, the Services, or any part of the Services, will continue between the parties in accordance with this MOU on a month to month basis. Such Services may be terminated by either party in writing with thirty (30) calendar days' notice.

Appendix 2 – Gratis Testing Services and Additional Payment Details

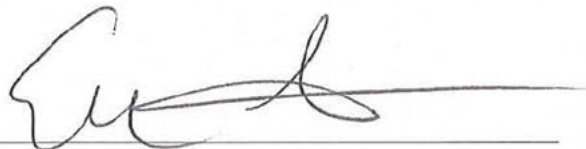
Under the heading "Annual Gratis Testing Services", insert an additional dot point to read:

- o Services of the Australian Sports Drug Testing Laboratory (ASDTL) staff as part of the Athlete Passport Management Unit (APMU), subject to:
 - o ASDTL maintaining accreditation as an APMU; and
 - o appropriate ASADA staff being recognised as Anti Doping Organisation (ADO) – Managers,
 upon which ASADA agrees to use ASDTL as ASADA's APMU.

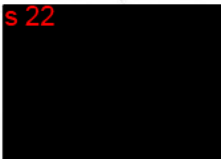
Under the heading "Additional Testing Services", insert a new paragraph 12 to read:

Variation to MOU dated: day of 2019

Signed for and on behalf of the
Commonwealth of Australia as
represented by the
Australian Sports Anti-Doping
Authority by its duly authorised
delegate:
Emma Johnson
A/Deputy CEO, Operations
ASADA
in the presence of:

}


Signature

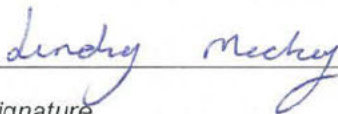
s 22


Signature of Witness

s 22


Print Full Name of Witness

Signed for and on behalf of:
the Commonwealth of Australia
as represented by the National
Measurement Institute established
under section 17 of the *National
Measurement Act 1960* (Cth), an
operating unit within the
Department of Industry, Innovation
and Science (NMI)
By its duly authorised delegate:
Dr Catrin Goebel
Director, Australian Sports Drug
Testing Laboratory
NMI
in the presence of:

}


Signature

s 22


Signature of witness

s 22


Print Full Name of Witness

