

DELEGATION AGREEMENT

Between:

Timor-Leste NOC, a member of **Southeast Asia Regional Anti-Doping Organisation**, and designated as the National Anti-Doping Organisation in Timor-Leste.

(hereinafter designated as "NADO")

and

Southeast Asia Regional Anti-Doping Organisation, a regional entity designated by its member countries to coordinate and manage delegated areas of such countries' national anti-doping programmes within the Southeast Asia region.

(hereinafter designated as "RADO")

The NADO and the RADO hereby agree as follows:

1. Definitions

Capitalised terms used but not otherwise defined herein have the meaning ascribed to them in the World Anti-Doping Code ("Code") or the International Standards, as the case may be.

2. Scope of the Agreement

- 2.1** The NADO is a signatory to the Code and the designated National Anti-Doping Organisation in Timor-Leste with the primary authority and responsibility for conducting Anti-Doping Activities in the country.
- 2.2** The NADO wishes to delegate the management and implementation of a part of its anti-doping programme to the RADO under the terms and conditions set forth in this Agreement.
- 2.3** The RADO shall be the Delegated Third Party (DTP) of the NADO for the purpose of this Agreement.
- 2.4** Nothing in this Agreement shall prevent the RADO from acting as the DTP for other national anti-doping organisations within the Southeast Asia region.
- 2.5** The NADO remains responsible for compliance with the Code and International Standards to the same extent NADO would be responsible if directly performing the Anti-Doping Activities delegated to the RADO.
- 2.6** The NADO shall inform relevant third parties of the delegation, such as anti-doping laboratories and the NADO's Athlete Passport Management Unit.
- 2.7** Both parties represent and warrant that they possess the requisite authority to enter into this Agreement.

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3. Services

- 3.1** The NADO hereby delegates to the RADO the Anti-Doping Activities described in Annex I (hereinafter the "Delegated Activities").
- 3.2** The RADO shall perform the Delegated Activities in compliance with this Agreement, the NADO's Anti-Doping Rules ("ADRs"), the Code, and the International Standards.
- 3.3** The RADO represents and warrants that its Personnel (as defined below) and any authorised sub-contractors possess the knowledge, skill and experience necessary for the provision and completion of the Delegated Activities, and use reasonable skill, care and diligence, in accordance with high industry standards.
- 3.4** The RADO represents and warrants that, to its knowledge, no member of its Personnel (as defined below) is Provisionally Suspended or serving a period of Ineligibility under the Code, or who has directly and intentionally engaged in conduct within the previous six years which could have constituted a violation of anti-doping rules if Code-compliance rules had been applicable to such Person.

4. Cost

- 4.1** The NADO agrees to pay the RADO the amounts specified in Annex I.

5. Anti-Doping Rules

- 5.1** The NADO represents and warrants that it has adopted ADRs which are compliant with the Code and the International Standards.

The NADO shall provide the RADO with a copy of the applicable ADRs in force at the time of the signing of this Agreement, as well as any revisions made to the ADR during the course of this Agreement.

- 5.2** The RADO shall require its board members, directors, officers and employees (collectively, "Personnel") to be bound by the ADRs.
- 5.3** The RADO is authorised to conduct Testing as the NADO's DTP pursuant to Article 5.2 of the ADRs.

6. Audit and Cooperation

- 6.1** The NADO shall, on a continuous basis, provide the RADO with all information that is necessary or useful for the RADO to perform the Delegated Activities required under this Agreement.
- 6.2** The NADO shall permit RADO to access data held in NADO's ADAMS accounts as necessary for RADO to perform the Delegated Activities by configuring the appropriate access permissions for RADO within ADAMS.
- 6.3** The RADO shall promptly report data regarding the Delegated Activities into ADAMS and shall otherwise keep the NADO informed on the implementation of the Delegated Activities. Upon request, RADO shall provide NADO with all the information that is necessary or useful for the NADO to monitor the performance of the Delegated Activities.

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- 6.4** The RADO shall promptly notify the NADO, in writing, of any findings of non-compliance it is responsible for.
- 6.5** At the request of NADO, the RADO shall make available to NADO any information reasonably necessary to demonstrate compliance with the terms of the Agreement, and, at NADO's cost, allow for the NADO or another auditor mandated by the NADO to audit compliance with this Agreement. This also includes WADA as part of its Compliance Monitoring Programme.
- 6.6** At any time, the NADO can verify the RADO's compliance with the Code and International Standards using mechanism such as, but not limited to:
- monitoring via ADAMS;
 - periodic reporting requirements;
 - periodic audits.

7. Confidentiality and Reporting

- 7.1** For the purpose of this Agreement, "Confidential Information" means the terms and conditions of this Agreement as well as any information of the NADO that has or will come into the possession or knowledge of RADO in connection with or as a result of entering into this Agreement. Confidential Information does not include information that is:

- 7.1.1** publicly available when it is received by or becomes known to RADO or that subsequently becomes publicly available other than through an act or omission of RADO;
- 7.1.2** received by RADO in good faith without an obligation of any kind from a third party;

provided that information about an identifiable person (including information about any potential or asserted anti-doping rule violation (ADRV) and individual Sample Collection Session) will constitute Confidential Information regardless of whether it falls under any of the foregoing exceptions.

- 7.2** RADO recognises that in the course of performing its obligations under this Agreement, RADO and its Personnel will have access to Confidential Information and NADO desires that any such Confidential Information remain confidential. RADO agrees that, subject to Section 7.4, RADO will:

- 7.2.1** not use or reproduce Confidential Information for any purpose, other than as and to the extent expressly permitted under this Agreement, as expressly permitted in writing by NADO, or as may be reasonably necessary for the performance of its obligations set out in this Agreement; in particular:

- 7.2.1.1** RADO shall not publish or disclose any information, including, without limitation, any kind of statistics, related to the scope of the Delegated Activities or any other related matter, without the NADO's written consent, except if required by WADA. In the latter case, the RADO shall consult the NADO prior to providing the information to WADA, if such consultation does not infringe upon the NADO ADR.

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- 7.2.1.2** RADO shall not comment to the media or the public in general on specific Mission Orders or ADRV cases prior, during and after the completion of any adjudication, without written consent of the NADO.
- 7.2.1.3** The RADO shall comply with the confidentiality and reporting obligations as per Article 14 of the Code and as agreed to with the NADO. The obligations of Public Disclosure, as described in Article 14.3 of the Code, shall be done in consultation with the NADO.
- 7.2.2** not disclose, provide access to, transfer or otherwise make available any Confidential Information other than to RADO Personnel (who will be informed by RADO 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 Agreement) or as otherwise permitted in this Agreement;
- 7.2.3** take all reasonable measures required to maintain the confidentiality and security of all Confidential Information; and
- 7.2.4** be responsible for any disclosure, transfer or use of Confidential Information by any RADO Personnel not made in compliance with this Agreement.
- 7.3** RADO 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, RADO must first give NADO 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 RADO is subject.
- 7.4** The obligations in this Section 7 (Confidentiality and Reporting) shall continue to apply after expiry or earlier termination of this Agreement without limit in time.

8. Privacy and Security

- 8.1** For the purpose of this Agreement, Privacy Laws shall have the same meaning as in the Agreement Governing the Use of ADAMS for Delegated Third Parties (the "DTP ADAMS Agreement") entered into between WADA and the RADO, a copy of which shall be provided by the RADO to the NADO, provided that references in such definition to instructions, policies or other documents provided by WADA to the RADO shall be understood as referring to relevant instructions, policies or other documents provided by NADO to RADO, which for greater certainty includes any relevant provisions of the ADRs.
- 8.2** The NADO and the RADO acknowledge that the Delegated Activities involve the processing of Personal Information as defined in the International Standard for the Protection of Privacy and Personal Information ("ISPPPI"). The Processing of Personal Information shall be for the duration of this Agreement, for the purpose of performing the Delegated Activities, and include categories of Personal Information such as: demographic details (e.g., name, ADAMS ID, nationality, date of birth, gender, sport discipline); whereabouts information; test planning information (e.g. Testing-related intelligence, risks assessments, doping control forms and other details collected sample collection sessions); laboratory results associated with Doping Control Samples; therapeutic use exemption information (e.g., diagnosis and

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treatment information and supporting medical records); Athlete Biological Passport Information (e.g., passport ID, consolidated biological marker values and ratios, and expert reports and recommendations); Results Management information (e.g. ADRV details, sanction details, whereabouts failure records, and decisions). The Personal Information may be related to Athletes, Athlete Support Personnel, and other Persons subject to the ADRs and the NADO's anti-doping programme; legal, scientific and medical experts; and NADO Personnel.

- 8.3** Each party represents and warrants that any Personal Information that is provided to the other party or which it requests the other party to Process for the purpose of the Delegated Activities has been collected and is shared with the other party in accordance with the provisions of Privacy Laws, and where required by Privacy Laws, consent to the Processing by and/or sharing of Personal Information with the other party has been obtained.
- 8.4** When Processing Personal Information on behalf of the NADO in the course of performing the Delegated Activities, the RADO shall comply with the requirements set out in Section 4 of the DTP ADAMS Agreement, which are incorporated by reference in this Agreement mutatis mutandis, and which for greater certainty shall apply to the entirety of RADO's Processing of Personal Information on NADO's behalf, not merely any Processing that occurs via ADAMS. In addition, RADO shall:
- 8.4.1** promptly notify NADO without undue delay of any request to RADO by an individual to exercise rights under Privacy Laws such as to access, rectify, amend, correct, delete or cease Processing his or her Personal Information;
 - 8.4.2** provide all assistance to NADO as reasonably necessary for NADO to meet its obligations under Privacy Laws (including, in responding to requests from individuals exercising their rights under Privacy Laws, conducting data protection impact assessments and consulting with competent authorities);
 - 8.4.3** at the choice of NADO, promptly delete or return all Personal Information on NADO's request or the termination of this Agreement unless required otherwise by applicable laws;
 - 8.4.4** not share Personal Information to any third party without NADO's written prior consent except where such sharing is permitted by Section 7.4 of this Agreement, or where such sharing is to:
 - 8.4.4.1** an Anti-Doping Organisation who NADO would be required to share Personal Information with if it were directly conducting the Delegated Activities, including sharing that occurs via ADAMS based on the rules of the Code and International Standards to coordinate Anti-Doping Activities;
 - 8.4.4.2** an agent or subcontractor which, prior to such sharing, has agreed by written contract to be bound by obligations that are no less onerous than the obligations set out in Agreement; and
 - 8.4.5** be fully responsible for all acts or omissions of its Personnel and subcontractors in the same manner as for its own acts or omissions.

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9. Term

The Agreement is effective as of date of the latest signature below and shall remain in effect until it is revoked by either party by written notice to the other.

10. Modifications and Assignment

10.1 Either party may, at any time, request changes to Annex 1 of this Agreement. To be effective, any requested change or adjustment must be agreed to, in writing, by both parties. The parties will continue performing their obligations in accordance with this Agreement until the parties agree in writing on any modification(s).

10.2 RADO may not assign this Agreement without NADO's prior written approval.

11. Release of Liability and Indemnity

11.1 Subject to Section 11.2:

11.1.1 each party's liability, if any, to the other Party arising out of or in any way related to this Agreement or the performance of obligations hereunder will for all purposes be limited to an amount not to exceed the costs paid or payable to RADO pursuant to this Agreement; and

11.1.2 in no event will either party have any liability for indirect, special, incidental or consequential damages, even if advised of the possibility of such damages.

11.2 The limit of liability set out in Section 11.1 will not limit either party's liability for breaches of Section 7 (Confidentiality and Reporting), Section 8 (Privacy and Security), Section 11.3, or for liability resulting from a party's gross negligence, fraud or wilful misconduct.

11.3 Each party shall indemnify and hold harmless the other party, their respective officers, directors, and employees, from and against all claims and demands, including reasonable legal fees, relating to or arising out of this Agreement. Except those claims resulting from the gross negligence, fraud or wilful misconduct of a party, or a party's breach of Section 7 (Confidentiality and Reporting) or Section 8 (Privacy and Security).

12. Governing Law and Dispute Resolution

12.1 This Agreement shall be governed by and interpreted in accordance with Singapore law.

12.2 The Parties shall seek to settle any dispute or claim arising out of or in connection with this Agreement (a dispute) by negotiating in good faith for thirty (30) days after the dispute has arisen.

12.3 In the event no amicable settlement is possible, the dispute shall be submitted to an external dispute resolution body agreed upon by the NADO and RADO for final and binding arbitration in accordance with the external dispute resolution body's Code of Procedure then in force. The proceedings shall be conducted in a language agreed upon by both Parties, and if no agreement then English will be used.

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For the NADO:

NAME:

TITLE:

an authorised signatory of the NADO



Laurentino Guterres

Signature

21 January 2021

Place and date

For the RADO:

NAME: Gobinathan Nair

TITLE: Director General, S.E.A Regional Anti-Doping Organisation

an authorised signatory of the RADO

SEARADO

21 January 2021

Signature

A handwritten signature in black ink, appearing to read 'G Nair', written on a light-colored background.

Place and date

Annex I – Description of Delegated Activities

Testing coordination For tests <u>under the WADA Testing Grant</u>	Delegated Activity <div style="display: flex; justify-content: space-around; font-size: small;"> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> </div>	
1. The NADO shall: <ul style="list-style-type: none"> - Provide the RADO with access to the following modules in the Anti-Doping Administration and Management System (ADAMS): <ul style="list-style-type: none"> o <i>Test Planning</i> o <i>Athlete Profile Management (specify for what athlete groups):</i> <ul style="list-style-type: none"> <input type="checkbox"/> Registered Testing Pool Athletes only <input type="checkbox"/> All Testing Pool Athletes <input type="checkbox"/> All National Athletes <input type="checkbox"/> Other (specify): o <i>Whereabouts (specify for what athlete groups):</i> <ul style="list-style-type: none"> <input type="checkbox"/> Registered Testing Pool Athletes only <input type="checkbox"/> All Testing Pool Athletes only <input type="checkbox"/> All National Athletes <input type="checkbox"/> Other (specify): - Provide the RADO with a Risk Assessment (RA) and Test Distribution Plan reflecting the outcomes of their RA. 		
2. The RADO shall:	Cost <i>(if applicable)</i>	Required services <div style="display: flex; justify-content: space-around; font-size: x-small;"> Yes No </div>
- Create the Mission Order in ADAMS and perform the necessary follow up.		✓
- Verify that the relevant information is correctly entered in ADAMS, upon receipt of the Doping Control Form (DCF).		✓
- Verify that the laboratory has uploaded the analyses results into ADAMS and that the laboratory results are matched with the corresponding DCF.		✓
- Enter all relevant data in ADAMS for all test missions, including unsuccessful missions.		✓
- If applicable, inform the NADO of any other Sample Collection Authority subcontracted by the RADO to collect the samples (see Annex II).		✓

Annex I – Description of Delegated Activities

Testing coordination of <u>National Programme</u>	Delegated Activity	
	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
1. The NADO shall: <ul style="list-style-type: none"> - Provide the RADO with access to the following modules in the Anti-Doping Administration and Management System (ADAMS): <ul style="list-style-type: none"> o <i>Test Planning</i> o <i>Athlete Profile Management (specify for what athlete groups):</i> <ul style="list-style-type: none"> <input type="checkbox"/> Registered Testing Pool Athletes only <input type="checkbox"/> All Testing Pool Athletes <input type="checkbox"/> All National Athletes <input type="checkbox"/> Other (specify): o <i>Whereabouts (specify for what athlete groups):</i> <ul style="list-style-type: none"> <input type="checkbox"/> Registered Testing Pool Athletes only <input type="checkbox"/> All Testing Pool Athletes <input type="checkbox"/> All National Athletes <input type="checkbox"/> Other (specify): - Provide the RADO with a Risk Assessment (RA) and Test Distribution Plan reflecting the outcomes of their RA. 		
2. The RADO shall:	Cost <i>(if applicable)</i>	Required services Yes No
- Create the Mission Order in ADAMS and perform the necessary follow up.		✓
- Verify that the relevant information is correctly entered in ADAMS, upon receipt of the Doping Control Form (DCF).		✓
- Verify that the laboratory has uploaded the analyses results into ADAMS and that the laboratory results are matched with the corresponding DCF.		✓
- Enter all relevant data in ADAMS for all test missions, including unsuccessful missions.		✓
- If applicable, inform the NADO of any other Sample Collection Authority subcontracted by the RADO to collect the samples (see Annex II).		✓

Annex I – Description of Delegated Activities

Athlete Biological Programme (ABP) Administration		Delegated Activity	
		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
1. The NADO shall:			
<ul style="list-style-type: none">- Provide the RADO with access to the ABP Module in ADAMS.- If applicable, provide the RADO with a copy of the contract signed with the selected Athlete Passport Management Unit (APMU).			
2. The RADO shall:		Cost <i>(if applicable)</i>	Required services Yes No
<ul style="list-style-type: none">- In collaboration with the NADO, determine the most appropriate strategy for the implementation of an ABP programme.			<input checked="" type="checkbox"/>
<ul style="list-style-type: none">- In consultation with the NADO, select and contract an APMU (unless the NADO decides to contract an APMU directly).			<input checked="" type="checkbox"/>
<ul style="list-style-type: none">- Receive and/or review via ADAMS and/or email the APMU's feedback and recommendations.			<input checked="" type="checkbox"/>
<ul style="list-style-type: none">- Perform the necessary follow up in accordance with the recommendations issued by the APMU and the ABP Guidelines.			<input checked="" type="checkbox"/>
<ul style="list-style-type: none">- Process confirmation procedure requests automatically generated by ADAMS and/or solicited by laboratories.			<input checked="" type="checkbox"/>

Annex I – Description of Delegated Activities

Therapeutic Use Exemption (TUE)	Delegated Activity		
	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
1. The NADO shall: - Provide the RADO with access to the TUE Module in ADAMS.			
2. The RADO shall:	Cost (if applicable)	Required services	
		Yes	No
- Receive and process TUE Applications on the NADO's behalf.		✓	
- Verify the status of the substance mentioned in the TUE application form.		✓	
- Verify that the TUE application form and supporting medical documentation are in line with the requirements set forth in the International Standard for TUE (ISTUE) and contact the athlete to request any additional information / documentation if needed to complement the TUE Application.		✓	
- In consultation with the NADO, establish a qualified TUE Committee (TUEC) if needed and ensure this TUEC conducts its activities in accordance with the ISTUE and all other applicable regulations.		✓	
- Transmit the TUE Documentation to the RADO TUEC, or another qualified TUEC appointed, for assessment and decision.		✓	
- If needed, contact the athlete to request further information/documentation, where the TUEC determines that any medical details are missing.		✓	
- Upon issuing of the decision by the TUEC, create the TUE in ADAMS in accordance with the TUEC decision, including uploading the relevant documentation in the system. The RADO shall do this for all TUE decisions (i.e. both approved and rejected TUE applications) and within 15 days of a decision.		✓	
- Create the TUE certificate and if necessary, transmit it to the athlete.		✓	
- If applicable, support the TUE appeal procedure follow up, including: transmission of the TUE documentation to WADA and/or the applicable appeal body, and liaison with the TUEC members in order to acquire a reasoned opinion of the decision to grant/deny the TUE.		✓	

Results Management (RM) – Pre-hearing administration, review, decisions, notifications, provisional suspensions				Delegated Activity	
				Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
1. The NADO shall:					
- Provide the RADO with access to the RM Module in ADAMS.					
2. The RADO shall:				Cost <i>(if applicable)</i>	Required services Yes No
- Conduct the Initial Review in accordance with NADO ADR and the International Standard for Results Management (ISRM).					✓
- If needed, and subject to NADO approval, seek further scientific, medical and/or legal expert advice in relation to any real or perceived area of concern resulting from the Initial Review process of an Adverse Analytical Finding (AAF).					✓
- In consultation with the NADO, decide on the subsequent actions to take in the RM process, and in particular whether to bring forward any AAF as an apparent Anti-Doping Rule Violation (ADRV).					✓
- If applicable, prepare and sign on behalf of the NADO the notice of AAFs/ATFs or notification of matters not involving AAFs/ATFs or other anti-doping rule violations and transmit the notice to the athlete, the NADO, WADA and any other relevant party. <i>(First notification)</i>					✓
- If applicable, prepare and sign on behalf of the NADO and transmit the decision not to bring forward the AAF as an ADRV to the athlete, the NADO, WADA and any other relevant party.					✓
- As necessary, follow up with the laboratory and the athlete to organize B-sample analysis, request the A/B sample laboratory documentation package, and liaise with the athlete for the logistics and fees related to the documentation package of the B-sample analysis.					✓
- If applicable, prepare and sign on behalf of the NADO and transmit the decision to bring forward a case as an ADRV to the athlete, the NADO, WADA and any other relevant party. <i>(Notice of charge)</i>					✓
- Where applicable and in consultation with the NADO, present the option of a Results Management Agreement to the athlete, and inform WADA and any other relevant party if such agreement is concluded.					✓
- Where a case is not closed through a Results Management Agreement, prosecute the case on the NADO's behalf before the competent first instance Disciplinary Panel.					✓
- In consultation with the NADO, engage the competent first instance Disciplinary Panel and/or Appeal body and ensure these Panels/bodies adhere to the requirements of the Code and ISRM.					✓
- Upon receipt of the Disciplinary Panel decision, inform the NADO and notify WADA and all other parties with a right of appeal.					✓
- Evaluate and decide, in consultation with NADO, whether an appeal of the first instance Disciplinary Panel's decision is required.					✓

- If applicable, prepare the appeal's brief and file the appeal before the competent appeal adjudication body.		✓	
- Record the details of the ADRV in ADAMS.		✓	
- Record the details of the decision in ADAMS.		✓	
- Prepare the mandatory information to be publicly released by the NADO.		✓	