

United States Olympic & Paralympic Committee



USOPC Policy Name: National Anti-Doping Policy

Date of Issuance: 1/1/2020

Owner: Legal

Applies to: USOPC Staff, NGBs, PSOs, HPMOs and their staff, USADA, *Athletes*, *Athlete Support Personnel* and other *Persons* as specified in this policy.

Purpose: To outline the roles, responsibilities and requirements of the United States Olympic & Paralympic Committee (“USOPC”), National Governing Bodies (“NGBs”)¹, Paralympic Sport Organizations (“PSOs”), High Performance Management Organizations (“HPMOs”), *Athletes*, *Athlete Support Personnel*, other *Persons*, as specified in this policy, and the United States Anti-Doping Agency (“USADA”) to comply with the *World Anti-Doping Code* (“Code”) and adhere to our commitment against doping in sport.

Policy Statement: In alignment with the World Anti-Doping Code’s purpose to protect an athlete’s fundamental right to participate in doping-free sport, this Policy sets forth specific obligations required of the USOPC, NGBs, PSOs, HPMOs, and *Athletes*, *Athlete Support Personnel*, and other *Persons* as specified in this policy, and any resulting consequences for anti-doping violations.

Section 1. Commitment to Anti-Doping.

Section 1.1. This National Anti-Doping Policy (“Policy”) is adopted and implemented as a result of the commitment of the USOPC to the purposes of the world anti-doping program. The Policy is also an indication of the USOPC’s cooperation and coordination with the *World Anti-Doping Agency* (“WADA”)² and USADA to eradicate doping in sport.

Section 2. Conformance with the *World Anti-Doping Code* and *International Standards*.

Section 2.1. This Policy is written to conform to the *World Anti-Doping Code* (“Code”) and adhere to the *International Standards* adopted by WADA. The Policy adopts all of the provisions and respective commentary of the *Code*, without substantive change, which are required to be adhered to by *National Olympic Committees* and *National Paralympic Committees*, as set forth in Section 23.2.2 of the *Code*.

Section 3. Responsibilities of the USOPC.

Section 3.1. The USOPC as a signatory to the *Code* pledges to fulfill its obligations and responsibilities under the *Code* and the *International Standards* adopted by WADA.

Section 3.2. The USOPC shall support and assist WADA and USADA in their anti-doping efforts. Further, the USOPC pledges to cooperate with WADA and USADA in promoting health, fairness and equality for all *Athletes*. Additionally, the USOPC shall respect the autonomy of WADA and

¹ An NGB shall also include the USOPC, through its U.S. Paralympics department, when it governs and manages an internal Paralympic Sport.

² Capitalized and italicized terms have the meaning set forth in the Definitions Section of the *World Anti-Doping Code*

USADA and avoid any interference with their operational decisions and activities.

Section 4. Compliance by National Governing Bodies, Paralympic Sport Organizations and High Performance Management Organizations.

Section 4.1. As a condition of membership and recognition by the USOPC and in fulfillment of any contractual relationship with the USOPC, all NGBs, PSOs and HPMOs shall comply with this Policy and shall adhere, in all respects, to the applicable provisions of the *Code*, the *International Standards* adopted by WADA, respective International Federations (“IF”) anti-doping rules (which are in compliance with the *Code*), *Major Event Organizations* anti-doping rules, and the USADA Protocol for Olympic and Paralympic Movement Testing (“USADA Protocol”). NGBs, PSOs and HPMOs shall not have any anti-doping rule which is inconsistent with this Policy, the *Code*, the *International Standards* adopted by WADA or the USADA Protocol.

Section 4.2. NGB, PSO and HPMO compliance with this Policy, the *Code*, *International Standards* adopted by WADA, respective IF anti-doping rules, *Major Event Organizations* anti-doping rules and the USADA Protocol shall be a condition of USOPC funding.

Section 4.3. NGBs, PSOs and HPMOs shall support and assist the USOPC, WADA, the International Olympic Committee (“IOC”), the International Paralympic Committee (“IPC”), the Pan American Sport Organization (“PASO”), their respective IF and USADA in eradicating doping in sport.

Section 4.4. NGBs, PSOs and HPMOs pledge to cooperate with WADA and USADA in promoting health, fairness and equality for all Athletes. Additionally, NGBs, PSOs and HPMOs shall respect the autonomy of WADA and USADA and avoid any interference with their operational decisions and activities.

Section 4.5. NGBs, PSOs and HPMOs shall support and assist WADA, USADA and any other *Anti-Doping Organization* (“ADOs”) with authority to conduct an investigation in their anti-doping efforts and cooperate with these ADOs in investigations into potential anti-doping rule violations, including by encouraging their *Athletes*, *Athlete Support Personnel*, other *Persons*, representatives and members to cooperate with investigations. Further, NGBs, PSOs and HPMOs shall report information supporting and relating to an anti-doping rule violation or potential anti-doping rule violation to USADA and their respective IF and/or WADA.

Section 4.6. NGBs, PSOs and HPMOs will impose any applicable sanction communicated to it by USADA and/or any other ADO.

Section 4.7. NGBs, PSOs and HPMOs shall assist USADA in ensuring that *Athletes* competing in the NGB’s, PSO’s and HPMO’s sport are entered into the *Registered Testing Pool* (“RTP”) and/or Clean Athlete Program (“CAP”), when appropriate.

Section 4.8. At least six months prior to the commencement of the Olympic or Paralympic Games, as appropriate, NGBs, PSOs and HPMOs shall provide USADA with a list of all *Athletes* in their sport they reasonably anticipate may be selected to represent the U.S. in the Olympic or Paralympic Games.

Section 4.9. NGBs, PSOs and HPMOs shall encourage *Athletes* competing in their sport and included in the RTP or CAP to provide to USADA timely and accurate whereabouts information and to make themselves available for *Sample* collection.

Section 4.10. NGBs, PSOs and HPMOs shall designate a dedicated contact person who will act as a liaison between USADA and the NGB, PSO and HPMO.

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

Section 4.12. NGBs, PSOs and HPMOs will make a reasonable effort to provide USADA with a list or calendar of national level events and international level events in which *National-Level Athletes* anticipate competing at on an annual basis.

Section 4.13. NGBs, PSOs and HPMOs will assist USADA in requests for information about elite level international *Athletes* who are expected to train or compete in the United States and will thereby be under the *Testing* jurisdiction of USADA.

Section 5. International Federation Rules.

Section 5.1. The requirements and consequences set forth in this Policy shall be in addition to those obligations imposed by the various IFs and shall not relieve any *Athlete*, *Athlete Support Personnel*, or any other *Person* of the consequence of failing to comply with the anti-doping rules of his or her IF.

Section 6. Disqualification, Ineligibility and Loss of USOPC, National Governing Body, Paralympic Sport Organization and High Performance Management Organization Opportunities and Benefits.

Section 6.1. As provided in the *Code*, the term *Disqualification* means that the *Athlete's* results in a particular *Competition* or *Event* are invalidated, with all resulting *Consequences* including forfeiture of any medals, points and prizes. *Ineligibility* means that the *Athlete*, *Athlete Support Personnel* or any other *Person* is barred on account of an anti-doping rule violation for a specified period of time from participating in any *Competition* or activity or from receiving some or all sport-related financial support or other sport-related benefit as provided in Article 10.12 of the *Code*. The term *Provisional Suspension* means that the *Athlete*, *Athlete Support Personnel* or any other *Person* is barred temporarily from participating in any *Competition* prior to the final decision at a hearing conducted under Article 8 of the *Code*. The applicable USOPC rule on loss of financial support or other sport-related benefits as a result of Disqualification, Ineligibility or Provisional Suspension is set forth in Attachment A and is incorporated herein by reference.

Section 7. Athlete Support Personnel Restrictions.

Section 7.1. *Athlete Support Personnel* found to have committed an anti-doping rule violation will be prohibited by NGBs, PSOs, HPMOs, and the USOPC from providing support to *Athletes* during any period of ineligibility.

Section 8. Requirements Pertaining to Athlete Testing.

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

Section 8.2. *Athletes* included in the *RTP* and *CAP* are required to provide whereabouts information specific to each testing pool, as outlined in USADA's policies, and make themselves available for *Sample* collection in compliance with the *Code*. Further, *Athletes* who are not

members of an NGB, PSO or HPMO and who are entered to participate in the Olympic, Paralympic, Pan American, Parapan American or Youth Olympic Games, shall, as a condition of participation in the respective *Event*, provide whereabouts information as required by the *International Standard for Testing and Investigations* adopted by WADA as soon as the *Athlete* is identified on the long list or subsequent entry document. Additionally, such *Athletes* shall make themselves available for *Sample* collection consistent with the conditions for eligibility established by the IOC, IPC, PASO or their respective IF, as applicable.

Section 8.3. USADA shall, prior to the lead-up to an Olympic, Paralympic, Pan American, Parapan American or Youth Olympic Games, review those *Athletes* in the *RTP* and *CAP* and change or increase the number as appropriate as provided for in USADA's policies.

Section 8.4. *Testing of Athletes* shall be conducted by USADA as it considers appropriate to fulfill its responsibilities under the *Code* and the *International Standards for Testing and Investigations* adopted by WADA and under its agreement with the USOPC to ensure, as far as possible, that *Athletes* are training and competing clean.

Section 9. Protection of Personal Information.

Section 9.1. Personal Information provided by *Athletes*, *Athlete Support Personnel* and other *Persons* to NGBs, PSOs, HPMOs, the USOPC and USADA shall be handled and kept confidential in compliance with the *International Standard for Protection of Privacy and Personal Information* adopted by WADA.

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

Section 10.1. An *International-* or *National-Level Athlete* who retires, and then subsequently wishes to return to active participation in any sport, shall not compete in *International* or *National Events* until the *Athlete* has made himself or herself available for *Testing* by giving six months prior written notice to his or her International Federation and USADA.

Section 10.2. Pursuant to Article 5.7.1 of the *Code* an *Athlete* seeking an exemption from the six-month written notice rule must apply to WADA. An *Athlete* seeking an exemption must follow all policies, rules, and procedures established by WADA. Exemptions to the six-month requirement will only be granted where the strict application of the rule would be manifestly unfair to the *Athlete*. Only WADA can grant exemptions. The USOPC may not grant such exemptions.

Section 10.3. An *Athlete* who retires and subsequently desires to return to active participation in any sport must comply with any applicable IF retirement and/or reinstatement rule.

Section 11. Right to a Hearing.

Section 11.1. No *Athlete*, *Athlete Support Personnel* or any other *Person* shall (i) have his or her results disqualified, (ii) be declared ineligible for an anti-doping rule violation or (iii) have a *Provisional Suspension* imposed, without first being afforded an opportunity for a hearing pursuant to the USADA Protocol or pursuant to a hearing process as set forth in Article 8 of the *Code*.

Section 12. Public Disclosure.

Section 12.1. No later than 20 days (i) after the assertion of an anti-doping rule violation has not been timely challenged, (ii) after a hearing has been waived, (iii) after an appeal has been waived or (iv) after a final appellate decision has been determined, USADA shall publicly report the disposition of the anti-doping rule violation in accordance with Article 14.3 of the *Code*.

Section 13. Mandatory Education.

Section 13.1. The USOPC has determined that compliance with the *Code*, the *International Standards* adopted by WADA and other applicable anti-doping rules is most likely to be achieved if *Athletes* and certain *Athlete Support Personnel* and other *Persons* participate in specially formulated educational programs to facilitate their understanding of the applicable anti-doping rules and of their rights and responsibilities under those rules. Such educational programs should focus on prevention, include the harm to one's health associated with doping and encourage clean sport. *Education of Athletes, Athlete Support Personnel* and other *Persons* shall be conducted by USADA as it considers appropriate to fulfill its responsibilities under the *Code* and the *International Standards for Education* when adopted by WADA and under its agreement with the USOPC to ensure, as far as possible, that *Athletes* are training and competing clean. In addition, all WADA code signatories under this policy shall adhere to the *Code* and the *International Standards for Education* when adopted by WADA.

Section 13.2. An *Athlete* designated for inclusion in the USADA RTP or CAP is required within the timeframe established by USADA, and on an annual basis thereafter, to complete a USADA online education program designed specifically for *Athletes* (USADA Athlete Education Module or comparable form of anti-doping education provided by USADA).

Section 13.3. An *Athlete*, who is a resident of an Olympic and Paralympic Training Center, is required within the timeframe established by the USOPC, and on an annual basis thereafter, to complete a USADA online education program designed specifically for *Athletes* (USADA Athlete Education Module or comparable form of anti-doping education provided by USADA).

Section 13.4. An *Athlete* who is a credentialed member of the Olympic, Paralympic, Pan American, Parapan American, and/or Youth Olympic Games team is required to complete, prior to participation in those Games, a USADA online education program specifically designed for athletes (USADA Athlete Education Module or comparable form of anti-doping education provided by USADA). An *Athlete* who is a credentialed member of any other USOPC Delegation Event is required to complete, prior to participation at those Games, an education program designed by USADA.

Section 13.5. A coach who is a credentialed member of the Olympic, Paralympic, Pan American, Parapan American, Youth Olympic Games, or other USOPC Delegation Event delegation is required to complete, prior to participation in those Games, a USADA online education program designed specifically for coaches (USADA Coach Education Module or comparable form of anti-doping education provided by USADA).

Section 13.6. All medical personnel (including, but not limited to doctors, nurses, medical technicians, paramedical persons, physical therapists, massage therapists and trainers) who are credentialed members of the Olympic, Paralympic, Pan American, Parapan American, Youth Olympic Games, or other USOPC Delegation Event delegation are required to complete, prior to participation in those Games, a USADA online education program specifically designed for medical personnel (USADA Medical Education Module or comparable form of anti-doping education provided by USADA) or WADA's Sport Physician Toolkit.

Section 13.7. All NGB, PSO, HPMO, and USOPC staff (includes employees, independent contractors and volunteers) who are credentialed members of the Olympic, Paralympic, Pan American, Parapan American, Youth Olympic Games, or other USOPC Delegation Event delegation are required to complete, prior to participation in those Games or Event, a USADA education program, specifically designed for *Athlete Support Personnel*.

Section 14. Agreement by *Athletes, Athlete Support Personnel* and other *Persons* to be Bound by the USOPC National Anti-Doping Policy and the USADA Protocol.

Section 14.1. The *Code* requires that each *Signatory* establish rules and procedures to ensure that all *Athletes, Athlete Support Personnel* and other *Persons* under the authority of the *Signatory* and its member organizations are informed of, and agree to be bound by, anti-doping rules in force of the relevant anti-doping organizations. To implement this requirement, each NGB/PSO/HPMO shall be responsible for informing *Athletes, Athlete Support Personnel* and other *Persons* in its sport of this USOPC National Anti-Doping Policy and of the USADA Protocol. This will be provided in at least the bylaws of the NGB/PSO/HPMO, and will include language as provided by the USOPC and approved by USADA.

Section 14.2. All *Athletes, Athlete Support Personnel* and other *Persons*, by virtue of their membership in an NGB, PSO or HPMO, participation in the Olympic, Paralympic, Pan American, Parapan American or Youth Olympic Games, participation in an *Event* or *Competition* organized or sanctioned by an NGB, PSO or HPMO, participation on a national team, utilization of a USOPC Training Center, receipt of benefits from the USOPC, an NGB, PSO or HPMO, inclusion in the *RTP* or *CAP*, or otherwise subject to the *Code* agree to be bound by this Policy and by the USADA Protocol.

Section 15. Office of the Athlete Ombudsman.

Section 15.1. The Office of the Athlete Ombudsman provides cost-free confidential advice to *Athletes* regarding their rights under the *Code*, this Policy, and any other applicable anti-doping rule that may impact an athlete's opportunity to participate. *Athletes* may contact the Athlete Ombudsman at: 888-ATHLETE or ombudsman@usathlete.org.

Section 16. USADA Responsibility.

Section 16.1. USADA shall be responsible for implementing those provisions of this Policy that apply to it.

Section 17. Review.

Section 17.1. The USOPC will review implementation of this Policy on an annual basis.

Section 18. Effective Date.

Section 18.1. This Policy, adopted by the USOPC Board of Directors on December 13, 2019 shall go into effect on January 1, 2020. This Policy shall not apply retroactively to matters pending before January 1, 2020, except as provided in Article 25 of the *Code*. The previous Policy, adopted on December 15, 2014, shall remain in effect until December 31, 2019.

**ATTACHMENT A
TO USOPC NATIONAL ANTI-DOPING POLICY
LOSS OF BENEFITS**

Section 1. Introduction.

This Attachment outlines further consequences for anti-doping rule violations. Should an individual other than an athlete have been found to have committed an anti-doping rule violation, that individual will have proportionate consequences as set forth for an *Athlete*.

Section 2 sets forth the USOPC benefits and the consequences that result when a final determination of an anti-doping rule violation has been found to have been committed by an athlete. A final determination occurs when the *Anti-Doping Organization* responsible for results management finds that an anti-doping rule violation has occurred through any of the following means: (i) a hearing panel has made a ruling on the matter, (ii) an acceptance of a sanction, or (iii) when the assertion of an anti-doping rule violation has not otherwise been timely challenged and a sanction imposed. Such final determination may be subject to the appeal as provided for in Article 13 of the *Code* and the respective anti-doping rules of the *Anti-Doping Organization* responsible for results management.

Section 3 sets out situations where *Athlete* stipend payments may be suspended prior to a final determination of an anti-doping rule violation. An acceptance or imposition of a *Provisional Suspension* shall not be a final determination of an anti-doping rule violation, and no loss of USOPC benefits will occur during a period of *Provisional Suspension*, except as set forth in Section 3.

Section 4 sets out the USOPC repayment obligation to *Athletes* if they are successful in their appeal.

Section 5 provides that NGBs, PSOs and HPMOs must engage in the same or similar suspensions of benefits and services as the USOPC.

Section 2. Loss of USOPC Benefits after a Final Determination of an Anti-Doping Rule Violation.

USOPC Benefit	Consequence
Part 1. Athlete Stipend Payment	<p>For all violations resulting in a period of ineligibility, loss of benefit for period of ineligibility.</p> <p>Where an Athlete Stipend payment is made after the occurrence of the anti-doping violation, but prior to a final determination of the anti-doping rule violation, an <i>Athlete</i> will have a repayment obligation to the USOPC equal to the amount of the benefit received.</p> <p>After the conclusion of the ineligibility, the <i>Athlete</i> will have to re-qualify for the Athlete Stipend program.</p>

USOPC Benefit	Consequence
Part 2. Monetary Award that is based on a single competitive result (such as Op Gold)	<p>If an <i>Athlete</i> loses a competitive result as a result of an anti-doping rule violation that was the basis for the Monetary Award, the <i>Athlete</i> will lose the Monetary Award.</p> <p>Where a Monetary Award is made after the occurrence of the anti-doping violation, but prior to a final determination of the anti-doping rule violation, an <i>Athlete</i> will have a repayment obligation to the USOPC equal to the amount of the benefit received.</p>
Part 3. Tuition Grant	<p>For all violations resulting in a period of ineligibility, loss of benefit for period of ineligibility. If an athlete loses a competitive result as a result of an anti-doping rule violation that was the basis for the Tuition Grant, the <i>Athlete</i> will lose the Tuition Grant.</p> <p>Where a Tuition Grant payment is made after the occurrence of the anti-doping violation, but prior to a final determination of the anti-doping rule violation, an <i>Athlete</i> will have a repayment obligation to the USOPC equal to the amount of the benefit received.</p> <p>Athletes cannot be considered for a Tuition Grant during any period of ineligibility.</p>
Part 4. Use of Olympic and Paralympic Training Centers	<p>For all violations resulting in a period of ineligibility, loss of benefit for period of ineligibility, except as provided below:</p> <p>An athlete may use Olympic and Paralympic Training Centers for training purposes (including use of dining and other privileges) during the shorter of (a) the last two months of the period of ineligibility, or (b) the last one-quarter of the period of ineligibility.</p>

USOPC Benefit	Consequence
<p>Part 5. Residence at an Olympic and Paralympic Training Center (Includes Dining and Other Privileges Associated with Residence)</p>	<p>For all violations resulting in a period of ineligibility, loss of benefit for the period of ineligibility, except as provided below:</p> <p>An athlete who is residing at an Olympic and Paralympic Training Center (“OPTC”) at the time of commencement of the athlete’s period of ineligibility will be allowed to continue to reside at the OPTC (with use limited only to dining and other privileges associated with residence), provided the period of ineligibility is for three months or less. However, even though residing at the OPTC , the athlete may not return to training, nor use any facilities or services associated with training, until the athlete meets the criteria established in Part 4 above.</p> <p>An athlete not residing at the OPTC at the time of commencement of the athlete’s period of ineligibility may take up residence at the OPTC during the shorter of (a) the last two months of the period of ineligibility, or (b) the last one-quarter of the period of ineligibility.</p> <p>Use of recreational drugs not included in the prohibited list, other conduct issues, and resulting penalties, will be handled through the applicable USOPC Code of Conduct.</p>

USOPC Benefit	Consequence
<p>Part 6. Other USOPC Services to include, but not be limited to:</p> <p>Alumni Relation Programs Athlete Marketing Programs Athlete Ambassador Programs Athlete Service Centers Career Assistance Programs Media Services SOPC Workshops, Conferences and Summits Personal Development Programs Sports Medicine and Performance Services Sports Psychology Services Sports Coaching and Education Programs</p>	<p>For all violations where the applicable period of ineligibility is three months or less, no loss of benefit. For all other violations, loss of benefit for period of ineligibility.</p> <p>Where an athlete participates in programs provided by an employer or sponsor, the benefit will also be dependent on actions taken by the employer or sponsor.</p> <p>If eligible to receive care for sports psychology or mental health services at an OPTC, those services will not be disengaged until appropriate referrals are made and athlete directly engages with referred provider. Athlete must use reasonable efforts to engage with an alternate provider as soon as possible.</p>
<p>Part 7. USOPC Teams/Events:</p> <p>Olympic Games Paralympic Games Pan American Games Parapan American Games Youth Olympic Games, Games Trials, and Qualifying Events Other USOPC Delegation Events Other Multi-Sport and Similar Events</p>	<p>For all violations, loss of benefit or eligibility for period of ineligibility.</p> <p>Eligibility may also be dependent on the rules of the IOC, IPC, PASO or IF.</p>
<p>Part 8. Elite Athlete Health Insurance (“EAHI”) and National Medical Network (NMN) (includes mental health services provided through EAHI/NMN)</p>	<p>For all violations where the applicable period of ineligibility is three months or less, no loss of benefit. For all other violations, loss of benefit for period of ineligibility. However, an athlete losing this benefit will be entitled to temporary continuation of health insurance pursuant to the USOPC’s Temporary Continuance Plan.</p> <p>After the conclusion of the ineligibility, the athlete will have to re-qualify for Elite Athlete Health Insurance.</p> <p>If eligible to receive care for sports psychology or mental health services at an OPTC, those services will not be disengaged until appropriate referrals are made and athlete directly engages with referred provider. Athlete must use reasonable efforts to engage with an alternate provider as soon as possible.</p>

All USOPC benefits are contingent on compliance with all applicable anti-doping rules.

To the extent the USOPC creates a benefit not listed in the above chart, the USOPC will endeavor to classify the new benefit in accordance with similar benefits in the above chart.

Section 3. Suspension of USOPC Benefits Prior to a Final Determination of an Anti-Doping Rule Violation.

In the following instances, the USOPC shall suspend and accrue Athlete Stipends, Monetary Awards and Tuition Grant payments prior to a final determination of an anti-doping rule violation: (i) when there is an Adverse Analytical Finding on a "B" sample (or on an "A" sample, if a "B" sample is waived), (ii) when the USADA Anti-Doping Review Board or other *Anti-Doping Sports Organization* responsible for results management determines that there is sufficient evidence to proceed with adjudication of an anti-doping rule violation, or (iii) when a *Provisional Suspension* has been accepted or imposed.

If an Athlete Stipend or Monetary Award payment has been accrued and the *Athlete* is subsequently found not to have committed an anti-doping rule violation, the Athlete Stipend payment accrued shall be paid to the *Athlete*. If a Tuition Grant payment has been accrued and the *Athlete* is subsequently found not to have committed an anti-doping rule violation, the Tuition Grant payment shall be paid, provided the *Athlete* satisfactorily completed, or completes, the course of education for which the Tuition Grant was based.

Also, as set forth in Section 2, Parts 1, 2 and 3 above, should an Athlete Stipend, Monetary Award or Tuition Grant payment be made after the occurrence of the anti-doping violation, but prior to a final determination of the anti-doping rule violation, the *Athlete* will have a repayment obligation to the USOPC equal to the amount of the benefit received by the *Athlete*.

For all other USOPC benefits, no consequences will occur until after a final determination of an anti-doping rule violation has been found, in which case the benefit and consequence will be addressed in accordance with the chart set forth in Section 2.

Section 4. USOPC Repayment Obligation to Athletes after Appeal.

If benefits are taken away after a final determination, and the *Athlete* appeals the decision to the Court of Arbitration ("CAS"), or another entity with standing appeals the decision to CAS, and the *Athlete* prevails with a sanction that would otherwise make the *Athlete* eligible for a benefit, the USOPC will use all reasonable means to compensate the *Athlete* appropriately and proportionately to the loss of benefit during the period of the time the *Athlete* would have received the benefit.

Section 5. Access to National Governing Body, Paralympic Sports Organization and High Performance Management Organization Benefits and Services.

Under the *Code*, NGBs, PSOs and HPMOs, as members of a Code Signatory (the USOPC), must engage in the same or similar suspensions of benefits and services as the USOPC. NGBs, PSOs, and HPMOs are to adopt policies similar to those adopted by the USOPC in this Policy.