

2008 LPGA Drug Testing Program Protocol

A. Definitions

As used herein, the defined terms below will have the meaning stated in this Section A.

1. ***A-Sample***: The biological material collected from a *Player*, pursuant to this *Protocol*, which has been poured into a container marked with the letter “A,” followed by an identification number.
2. ***Administrator***: The person(s) designated as such by the *LPGA* to oversee the *Program*.
3. ***Arbitration Panel***: A panel of three arbitrators who conduct the initial hearing, decide whether a doping offense has been committed, and may issue an appropriate penalty.
4. ***B-Sample***: The biological material collected from a *Player*, pursuant to this *Protocol*, which has been poured into a container marked with the letter “B,” followed by the same identification number as listed on the *A-Sample*.
5. ***Court of Arbitration for Sport (or “CAS”)***: An international tribunal, headquartered in Lausanne, Switzerland, consisting of more than 200 arbitrators from more than 70 countries who are appointed based on their specialized knowledge of sports law and/or international arbitration and adjudicate sports-related disputes, including those arising out of international and Olympic sports competition and events. *CAS* is responsible for providing appellate review of decisions made by the *Arbitration Panel*.
6. ***Doping Control***: The specific elements of the *Program* including: *Testing*, *Medical Waivers*, results management and adjudication proceedings.
7. ***Doping Control Officer (or “DCO”)***: An official who has been authorized by the *LPGA* and the *Testing Agency* with delegated responsibility for the management of *Sample* collection.
8. ***Drug-Testing Official***: Any person authorized by the *LPGA* or the *Testing Agency* to implement, enforce, or administer the *Program* under this *Protocol*, including, but not limited to: *Sample* collectors, escorts, laboratory analysts, *DCOs*, arbitrators, investigators, the *Administrator(s)*, *Medical Waiver Appeal Specialist(s)*, and members of the *Medical Advisory Committee*, *Medical Waiver Review Panel*, and other committees involved in *Doping Control*.
9. ***Halls of Fame***: The *LPGA* Tour Hall of Fame and *LPGA* Teaching & Club Professionals Hall of Fame, as well as the World Golf Hall of Fame.

10. ***In-Competition:*** The time period beginning when a *Player* begins *Tournament* play, up to and including the period of time immediately after she leaves the golf course after completing her competitive rounds. A *Player* is *In-competition* for *Doping Control* purposes, even if she leaves the golf course prior to completion of her round.
11. ***in writing:*** The term “in writing” includes either a document printed or handwritten on paper (or similar medium), or an electronic-mail message.
12. ***LPGA:*** The Ladies Professional Golf Association, an Ohio nonprofit membership organization, or the staff of the Ladies Professional Golf Association; primarily, but not exclusively, the *Administrator*.
13. ***LPGA Drug Testing Philosophies:*** The guiding principles and philosophies underlying the creation and administration of the *Program*.
14. ***LPGA Standards for Testing:*** A set of standards adapted from the applicable provisions of the WADA’s International Standard for Laboratories to insure effective *Testing* and to maintain the integrity of *Testing* and of *Samples* collected, from the time a *Player* is notified of her selection for *Testing* through transportation and analysis of the *Sample* at the laboratory. (*The LPGA Standards for Testing* is attached to this *Protocol* as “Exhibit A”).
15. ***Marker:*** A compound, group of compounds, or biological parameters that indicate the application, ingestion, injection or consumption by any means of any *Prohibited Substance* or *Use of any Prohibited Method*.
16. ***Medical Advisory Committee:*** A group of medical doctors and/or lawyers who assist and advise the *LPGA* on medical and anti-doping issues, and who review and make determinations about requests for *Medical Waivers* filed pursuant to this *Protocol*.
17. ***Medical Waiver:*** A formal decision issued by the *Medical Waiver Review Panel* or *Medical Waiver Appeal Specialist* that grants permission to a *Player* with a documented medical condition to *Use* an otherwise *Prohibited Substance* or *Prohibited Method*.
18. ***Medical Waiver Appeal Specialist:*** A doctor (who is not a member of the *Medical Advisory Committee*) appointed by the *Testing Agency* to decide appeals challenging the grant or denial of a *Medical Waiver*.
19. ***Medical Waiver Review Panel:*** A panel comprised of three members of the *Medical Advisory Committee*, who decide whether to grant or deny a *Medical Waiver*.
20. ***Metabolite:*** Any substance produced by a biotransformation process in the human body.

21. **Monitored List:** A list of substances and methods capable of detection in a *Sample* that is not currently included in the *Prohibited List*, but which laboratories may be asked to identify while analyzing *Samples* in order to provide the *LPGA* with information of their *Use* and/or abuse by *Players*.
22. **Player:** Any person who is seeking to enter or who has entered any *Tournament*.
23. **Program:** The *LPGA* Drug Testing Program.
24. **Protocol:** This written explanation of the *Program*, including any and all attachments and exhibits.
25. **Prohibited List:** The list published by the *LPGA* that identifies the *Prohibited Substances* and *Prohibited Methods* applicable to *Players*.
26. **Prohibited Method:** Any method described on the *Prohibited List* as a *Prohibited Method*.
27. **Prohibited Substance:** Any substance within the categories of substances described on the *Prohibited List* as *Prohibited Substances*.
28. **Provisional Suspension:** A suspension of a *Player* from *Tournament* competition, based upon an *A-Sample* and *B-Sample* positive *Test* result, that takes effect prior to a formal decision regarding whether a doping offense has occurred.
29. **Sample:** Biological material (including urine) collected for the purposes of *Doping Control*.
30. **Support Personnel:** Any coach, trainer, manager, agent, representative, caddie, family member, friend, medical or para-medical personnel, advisor, etc. working with or treating a *Player*.
31. **Target Test:** The non-random, *In-competition* selection and *Testing* of a *Player* or *Players* during a *Tournament*.
32. **Test or Testing:** The parts of the *Doping Control* process involving: *Test* distribution planning, selection and notification of *Players* for *Testing*, *Sample* collection, *Sample* handling, *Sample* transport to the laboratory, and laboratory analysis of *Samples*.
33. **Testing Agency:** The outside vendor(s) who is/are responsible for managing the *Testing* process and assisting the *LPGA* with implementing all aspects of the *Program*, including any investigation related to the *Testing* process.
34. **Tournament:** Any *LPGA* Tour co-sponsored, or approved golf competition.

35. **Use:** The application, ingestion or consumption by any means of any *Prohibited Substance* or *Prohibited Method*.
36. **WADA:** The World Anti-Doping Agency, an international, independent organization created in 1999 to promote, coordinate, and monitor the fight against doping in sport in all its forms.

B. Scope and Purpose

1. **Purpose:** The purpose of the *Program* is to preserve competitive equity of *Tournament* play, and to deter and discourage *Use of Prohibited Substances* and *Prohibited Methods* that are an actual detriment to the health of *Players*, or that pose a significant potential detriment to the health of *Players*.
2. **Scope:** The *Doping Control* rules in this *Protocol* govern any *Player*, regardless of age or membership status, who competes in or intends to compete in any *Tournament*.
3. **Clean Players:** The *Program* is designed to protect the collective interests of *Players* who compete “clean” in *Tournaments*.
4. **Interpretation:** This *Protocol*, the *Prohibited List*, and the *LPGA Standards for Testing* are intended to be authoritative unless and until formally amended. No *LPGA* employee or representative has the authority to provide information that is inconsistent with this *Protocol*, the *Prohibited List*, or the *LPGA Standards for Testing*. *Players* may not rely on any information provided by an *LPGA* employee or representative other than the *Administrator*. Reliance on any information provided by an *LPGA* employee or representative other than the *Administrator* shall not excuse an offense or mitigate a penalty.

C. Roles and Responsibilities

1. **Player Responsibilities:** Each *Player* shall be responsible for:
 - a. **Knowledge of Prohibited List:** Knowing what types of conduct may constitute a doping offense and what substances and methods are on the *Prohibited List*;
 - b. **Compliance with Protocol:** Making herself available for *Sample* collection and complying with the instructions of *Drug Testing Officials*;
 - c. **Caution:** Understanding that she is ultimately responsible for *Use* — whether intentional or inadvertent -- of all *Prohibited Substances* and *Prohibited Methods*;
 - d. **Education of Support Personnel:** Informing *Support Personnel* of her obligation not to use *Prohibited Substances* and *Prohibited Methods* and

ensuring that medical personnel do not administer treatment that violates this *Protocol*; and

- e. Upholding Integrity: Complying with this *Protocol* honestly and in good faith.

2. ***LPGA Responsibilities***: The *LPGA* shall be responsible for:

- a. Operation and Administration: Adopting, implementing, and administering all aspects of the *Program*;
- b. Revisions to Program: Writing, revising and publishing this *Protocol*, the *Prohibited List* and the *LPGA Standards for Testing*;
- c. Education of Players: Informing and updating *Players* about any changes or revisions to the *Protocol*, the *Prohibited List* and the *LPGA Standards for Testing*; provided, however, that for the purposes of this subsection, the term *Player* does not include any person who is not a member of the *LPGA*;
- d. Player Commitment to Comply: Requiring, as a condition of competing in or participating in any *Tournament*, that each *Player* recognize and abide by the terms of this *Protocol*;
- e. Imposition of Penalties: Taking appropriate action to discourage and penalize non-compliance with this *Protocol*; and
- f. Integrity of the Program: Conducting the *Program* in a manner that upholds, and is consistent with, the *LPGA Drug Testing Philosophies*.

D. Doping Offenses

Each of the following acts, omissions, or events shall constitute a doping offense and may result in the imposition of a penalty.

- 1. ***Presence of a Prohibited Substance***: The presence of a *Prohibited Substance* or its *Metabolites* or *Markers* in a *Player's Sample* collected and analyzed in conformity with this *Protocol* and the *LPGA Standards for Testing*.
 - a. Strict Liability: A *Player* shall be personally responsible for any *Prohibited Substance* or its *Metabolites* or *Markers* found to be present in her *Sample*, regardless of how the substance entered her body.
 - b. Prohibited Substance Thresholds: The presence of any quantity of a *Prohibited Substance* or its *Metabolites* or *Markers* in a *Player's Sample* shall constitute a doping offense, unless the *Prohibited List* establishes either a quantitative reporting threshold or an additional procedure for

determining the presence of substances that are capable of being produced endogenously.

2. ***Use of a Prohibited Method:*** Evidence of a *Player's Use* or a *Player's* admitted *Use* of a *Prohibited Method* as defined on the *Prohibited List*.
3. ***Refusal to Test:*** Refusing or failing to submit to *Sample* collection (or refusing to follow the instructions of *Drug Testing Officials*) after having been notified of selection for *Testing* under this *Protocol*, or intentionally evading such notification.
4. ***Providing False Information:*** Intentionally providing false information in connection with a request for a *Medical Waiver*.
5. ***Admissions of Use:*** A *Player's* admission to having *Used* a *Prohibited Substance* during a *Tournament* in which the *Program* was in effect shall also be a basis for finding a doping offense, regardless of whether the *Player's Sample* was *Tested* or the results of such *Testing*.

E. Proof of Doping Offenses

1. ***Strict Liability:*** Providing a “positive” *Sample* is, in itself, evidence of a doping offense, without any need for the *LPGA* to prove intentional, reckless, negligent, or knowing *Use* by the *Player*.
2. ***Burdens of Proof:*** The *LPGA* shall have the burden of establishing by clear and convincing evidence that a doping offense has occurred. Unless otherwise stated, to the extent that this *Protocol* creates any evidentiary presumptions or allows the *Player* to establish certain facts in order to obtain a favorable disposition, the *Player* bears the burden of overcoming such presumptions or establishing such facts by a preponderance of the evidence.
3. ***Types of Evidence:*** Facts related to an alleged doping offense may be established by any reliable means, including a *Player's* admissions. The following rules of proof shall apply in doping cases:
 - a. **Testing and Analysis Presumed Valid:** The *Testing Agency* is presumed to have conducted *Testing* in accordance with the *LPGA Standards for Testing*. A *Player* may rebut this presumption by establishing that a significant departure from this *Protocol* and/or the *LPGA Standards for Testing* occurred. If the *Player* rebuts the presumption, the *LPGA* shall have the burden of establishing that any departure from this *Protocol* and/or the *LPGA Standards for Testing* did not cause the positive *Test* result or the basis for charging the doping offense.
 - b. **Departures from Laboratory Standards:** Departures from the *LPGA Standards for Testing* which did not cause the positive *Test* result or other

doping offense, shall not invalidate such results or preclude finding that the offense occurred.

F. The Prohibited List

1. ***Publication of List:*** The *LPGA* shall publish a *Prohibited List* at least once per calendar year. Publication shall take place on or before the first day of December of the current year and shall apply to *Testing* to be conducted in the upcoming year. The *LPGA* shall have the sole discretion to revise the *Prohibited List* during any calendar year; provided, however, that any such revision(s) will not take effect for at least ninety (90) days from the date of publication of the revision(s). Any such revision(s) shall be promptly published and made available to all *Players*; revisions shall be deemed published when posted on the *LPGA* Web site and/or the *LPGA Player* extranet.
2. ***Criteria for Prohibited Substances:*** The *LPGA* shall include substances or methods on the *Prohibited List* only if they meet at least two of the three following criteria, or under circumstances noted below in Section F-4:
 - a. **Performance Enhancement:** There is medical or other scientifically valid evidence or pharmacological effect or experience that the substance or method, alone or in combination with other substances or methods, has significant potential to enhance or actually enhances sport performance.
 - b. **Disruption of Competitive Equity:** *Use* of the substance or method interferes with competitive equity at *Tournaments*.
 - c. **Health Risks:** There is medical or other scientifically valid evidence or pharmacological effect or experience that the *Use* of a substance or method represents an actual or a significant potential health risk to the *Player*.
3. ***Categories of Substances Prohibited:*** The *Prohibited List* shall identify *Prohibited Substances* and *Prohibited Methods* either by general category (e.g., “anabolic agents”) or by specific reference to a particular substance or method. The *Prohibited List* need not specifically identify all substances in a particular category in order for a substance to be considered prohibited; all related compounds and substances that fall within a general category on the *Prohibited List* are prohibited.
4. ***Masking Agents:*** A substance or method may also be included on the *Prohibited List* if there is medical or other scientifically valid evidence or pharmacological effect or experience that the substance or method has significant potential to mask the *Use* of other *Prohibited Substances* and *Prohibited Methods*.
5. ***LPGA as Decision-Maker:*** The determination to include a substance or method on the *Prohibited List* shall be within the sole discretion of the *LPGA*.

6. **Monitoring List:** The *LPGA* may establish a *Monitoring List* of substances and methods so that it can evaluate whether those substances or methods should be included on the *Prohibited List*. Laboratories shall report positive results of *Samples* pertaining to substances and methods on the *Monitoring List* anonymously, identifying only the date and place of *Sample* collection. *Use* of substances or methods on the *Monitoring List* shall not constitute a doping offense under this *Program*.

G. Medical Waivers

1. **Medical Waiver Application:** The *LPGA* created and, on July 1, 2007, published the “*Medical Waiver Application Form and Procedures*,” on the *LPGA Player* extranet. (See Application Form and Procedures attached to this *Protocol* as “Exhibit B”). These documents allow *Players* with documented medical conditions requiring the *Use* of a *Prohibited Substance* to request a *Medical Waiver*. The *Medical Waiver Application and Procedures* may be updated from time-to-time as deemed necessary and appropriate by the *LPGA*, and shall also be posted on the *LPGA* Web site.
2. **Compliance of Player:** The *Player* shall be responsible for properly following the “*Medical Waiver Application Procedures*.”
3. **Application Procedures:** A *Player* may request a *Medical Waiver* from the *LPGA* by submitting a *Medical Waiver Application* to the *Administrator* at least forty-five (45) days prior to participation in the first *LPGA Tournament* where the *Player* would like the *Medical Waiver* to be in effect. The *Administrator* shall promptly forward completed applications to the *Medical Waiver Review Panel*. After verifying that the signature on the *Medical Waiver* application matches the *Player’s* signature on file with the *LPGA*, the *Administrator* will forward the *Medical Waiver Application* to the appropriate *Medical Waiver Review Panel* for a decision. The *Medical Waiver Review Panel* shall promptly report to the *Administrator* the granting or denial of a *Medical Waiver* to any *Player*. The *Administrator* will promptly notify the *Player* of the *Medical Waiver Review Panel’s* decision.
4. **Status While Application Pending:** Mere submission of a *Medical Waiver Application* does not protect the *Player* from being *Tested* or from being charged with a doping offense, even if the *Medical Waiver* is ultimately granted. Pending *Medical Waiver Applications* will not excuse a doping offense or mitigate a penalty.
5. **No Retroactive Application:** A *Medical Waiver* shall not be issued retroactively, and shall authorize *Use* of a substance or method only after the date on which the *Medical Waiver* is approved, and only for the duration (and under the conditions, if any) specified in the *Medical Waiver*.
6. **Appeal of Denial of Application:** The *Player*, or the *LPGA*, may appeal the *Medical Waiver Review Panel’s* decision to a *Medical Waiver Appeal Specialist*. The *Medical Waiver Appeal Specialist* may overturn or modify a decision made by the *Medical*

Waiver Review Panel if the *Medical Waiver Appeal Specialist* concludes that the *Medical Waiver Review Panel's* decision was clearly erroneous. If the *Medical Waiver Appeal Specialist* concludes that the *Medical Waiver Review Panel* used improper procedures, or overlooked a clearly applicable medical information, in reaching its decision, then the *Medical Waiver Appeal Specialist* may review the record *de novo*. The decision of the *Medical Waiver Appeal Specialist* shall be final and unreviewable.

7. ***Mode of Review:*** Except in extraordinary circumstances, all *Medical Waiver Review Panel* and *Medical Waiver Appeal Specialist* decisions shall be made based upon either (i) documentary submissions, or (ii) telephone conference hearings, supported by documentary submissions. The *Administrator* shall have the sole discretion to determine whether extraordinary circumstances warrant holding an in-person *Medical Waiver Review* hearing.
8. ***Appointment of Medical Waiver Review Panel:*** The *Medical Waiver Review Panel* shall be appointed in accordance with the following guidelines, and shall have the following duties and responsibilities.
 - a. **Administrator Responsibilities:** The *Administrator* shall be responsible for:
 - i. Securing the approval of the Executive Committee, on behalf of the *Players*, for all members of the *Medical Waiver Review Committee*;
 - ii. Redacting or removing all information that reveals the identity of the *Player* prior to forwarding the *Medical Waiver Application* to the *Medical Waiver Review Panel*.
 - iii. Randomly selecting three members of the *Medical Advisory Committee* to serve on the *Medical Waiver Review Panel* and naming one of the three Chairperson;
 - iv. Randomly selecting new panelists to replace any panelists recused due to a conflict of interest, including the Chairperson;
 - v. Notifying any and all parties of the time and place of the hearing, if any, to review a *Medical Waiver Application*; and
 - vi. Sending a copy of *Medical Waiver Review Panel* decisions, along with the identity of the *Player*, to the *Testing Agency*.
 - b. **Duties of Medical Waiver Review Panel:** The *Medical Waiver Review Panel* members shall be responsible for:
 - i. Conducting a thorough review of the *Medical Waiver Application* and supporting documentation in order to determine whether there are any

reasons – including any conflicts of interest between the panelist and the *Player's* prescribing doctor(s) or medical institution(s) listed on the *Medical Waiver* Application or supporting documentation – that would preclude the panelist from rendering an impartial decision with respect to the *Player*-applicant. A conflict of interest will be deemed to exist if any of the information listed on the *Medical Waiver* Application or supporting documentation shows that a member of the *Medical Waiver Review Panel* is a current colleague of a prescribing doctor(s), or is currently affiliated with the medical institution(s) listed on the *Player's Medical Waiver* Application;

- ii. Recusing himself/herself from appointment to the *Medical Waiver Review Panel* within five (5) business days after receipt of the *Medical Waiver* Application and supporting documentation, if a conflict of interest actually exists or could be imputed;
- iii. Requesting additional information, as necessary, in order to render a decision on whether to grant or deny a *Medical Waiver*, or whether a conflict of interest exists; and
- iv. Rendering a decision on whether to grant or deny a *Medical Waiver* within ten (10) days after receipt of the *Medical Waiver* Application and supporting documentation, unless additional information is necessary, in which case a decision shall be rendered within ten (10) days after the receipt of all relevant information.

9. ***Appointment of Medical Waiver Appeal Specialist:*** The *Medical Waiver Appeal Specialist* shall be appointed by the *Testing Agency* in accordance with the following guidelines, and shall have the following duties and responsibilities.

- a. Testing Agency Responsibilities: The *Testing Agency* shall be responsible for:
 - i. Soliciting experts from its network based on their expertise for participation in the *Medical Waiver application* process;
 - ii. Collecting resumes from the solicited experts for approval by the *LPGA*;
 - iii. Appointing an approved expert, based on his or her expertise and specialty in the medical community to serve as the *Medical Waiver Appeal Specialist*;
 - iv. Appointing an approved *Medical Waiver Appeal Specialist* to replace any panelist recused due to a conflict of interest; and

- v. Communicating the appointment of the *Medical Waiver Appeal Specialist* to the *Administrator*.
- b. Administrator Responsibilities: The *Administrator* shall be responsible for:
- i. Securing prior approval from the Executive Committee, on behalf of the *Players*, for all potential experts approved for appointment to serve as a *Medical Waiver Appeal Specialist*;
 - ii. Redacting or removing all information that reveals the identity of the *Player* prior to forwarding the *Medical Waiver Application* to the *Medical Waiver Appeal Specialist*;
 - iii. Notifying all parties of the time and place of the appeal hearing, if any, to review a decision of the *Medical Waiver Review Panel*.
 - iv. Sending a copy of *Medical Waiver Appeal Specialist's* decision, along with the identity of the *Player*, to the *Testing Agency*.
- c. Duties of Medical Waiver Appeal Specialist: The *Medical Waiver Appeal Specialist* shall be responsible for:
- i. Conducting a thorough review of the decision-making process of the *Medical Waiver Review Panel* and the *Player's Medical Waiver Application* and supporting documentation in order to determine whether there are any reasons – including any conflicts of interest between the *Specialist* and the *LPGA*, or the *Specialist* and the *Player's* prescribing doctor(s) or medical institution(s) listed on the *Medical Waiver Application* or supporting documentation – that would preclude the *Specialist* from rendering an impartial decision with respect to the appeal. A conflict of interest will be deemed to exist if any of the information listed on the *Medical Waiver Application* or supporting documentation shows that a member of the *Medical Waiver Appeal Specialist* is a current colleague of a prescribing doctor(s), or is currently affiliated with the same medical institution(s) listed on the *Player's Medical Waiver Application*, or has a personal or professional relationship with the *Administrator* or any *LPGA* staff persons involved in any aspect of the administration of the *Program*.
 - ii. Recusing himself/herself from appointment to the *Medical Waiver Appeal Specialist* if such conflict of interest actually exists or could be imputed, within five (5) business days after receipt of the *Medical Waiver Application* and supporting documentation;

- iii. Requesting additional information, as necessary, in order to render a decision on whether to grant or deny a *Medical Waiver*, or whether a conflict of interest exists;
- iv. Conducting the appeal according to the applicable standard of review as defined under Section G-7; and
- v. Rendering a decision on whether to affirm, reverse, or modify the decision of a *Medical Waiver Review Panel* within ten (10) days after receipt of the *Medical Waiver Application* and supporting documentation, unless additional information is necessary, in which case a decision shall be rendered within ten (10) days after the receipt of all relevant information.

H. Collection and Analysis of Samples

1. ***No Advance Notice Testing:*** The *Testing Agency* shall conduct random, no advance notice, *In-competition Testing* in conformity with the *LPGA Standards for Testing*, at such times and with such frequency as the *LPGA* shall request.
2. ***Target Testing:*** The *LPGA*, and its *Testing Agency*, reserve the right to *Target Test* any *Player*.
3. ***Confidentiality of Testing:*** The *Testing Agency* shall maintain confidentiality with respect to the *Testing* process; including, but not limited to, the time, place, and location of *Testing*, *Players'* compliance with the *Testing* process, the name and identity of *Tested Players*, and *Test* results, except as otherwise provided under this *Protocol*. Any communication with the *LPGA* relating to the *Testing* process shall be directed to the *Administrator*. On-site *Drug-Testing Officials* shall not disclose information about the *Testing* process to any person other than the *Doping Control Officer*, except that *Drug Testing Officials* may explain procedures to a *Player* selected for *Testing*.
4. ***Laboratory Standards:*** *Doping Control Samples* shall be analyzed in a laboratory with sufficient experience and expertise to competently process the *Samples* in accordance with the *LPGA Standards for Testing* to detect any *Prohibited Substances* and *Prohibited Methods* identified on the *Prohibited List*. The laboratory analysis results shall then be reported to the *Testing Agency* and the *Administrator*, in accordance with the *LPGA Standard for Testing*.
5. ***Player Samples:*** Except as provided in Section F-6 above, no *Sample* may be used by the laboratory for any purpose other than to detect any substances or methods on the *Prohibited List* without the *Player's* written consent.

I. Results Management

1. **Notice of Negative Testing:** The *Testing Agency* shall notify the *Administrator* of the identity of the *Players* with negative *Test* results as promptly as possible.
2. **Review for Compliance with Standards:** If the *Testing Agency* receives a report from a laboratory that an *A-Sample* has *Tested* positive, it shall conduct a review to determine whether there is any apparent departure from the *LPGA Standards for Testing* that clearly invalidates the positive finding. The *Testing Agency* shall also determine whether an applicable *Medical Waiver* is in effect.
3. **Notice of Positive Results:** If the initial review described in Section I-2 does not reveal an applicable *Medical Waiver* or a procedural infirmity clearly invalidates the positive finding, the *Testing Agency* shall promptly notify the *Administrator* that the *Player's A-Sample* is positive.
4. **Procedural Infirmity:** If the initial review described in Section I-2 does reveal an applicable *Medical Waiver* or procedural infirmity that renders the laboratory result invalid, the *Testing Agency* shall promptly notify the *Administrator* identifying the *Player* involved, and the *Test* will be treated as negative, and the matter will be deemed closed.
5. **Notice of Other Doping Allegations:** If the *Testing Agency* concludes that a doping offense may have occurred as a result of an admission, as described in Section D-1-c, a *Player's Use of a Prohibited Method*, as described in Section D-2, or refusal or failure to submit to *Testing* as described in Section D-3, it shall promptly inform the *Administrator* and provide all supporting documentation and information.
6. **Notice of Doping Allegation to Player:** If the *Administrator* receives information from the *Testing Agency* that a doping offense may have occurred, or if there is other evidence of a doping offense (such as evidence that a *Player* provided false information on a *Medical Waiver Application*), the *Administrator* shall notify the *Player* of the following information (if applicable):
 - a. **Rule Violated:** The anti-doping rule that the *Player* has allegedly violated and the related circumstances (e.g., a description of a failure to comply with *Testing* procedures, or a report from the *Testing Agency* noting the positive *A-Sample*), or a description of any additional investigation that will be conducted;
 - b. **B-Sample Testing:** The *Player's* right to file, *in writing*, with the *Administrator* a request for analysis of the *B-Sample*, at her own expense, or a waiver of the right to analyze the *B-Sample*. The request for analysis of the *B-Sample* shall be made within ten (10) days of the *Player's* receipt of notification of a doping allegation from the *Administrator*. Failure to make a timely request for analysis of the *B-Sample* will be deemed a waiver of such right;

- c. B-Sample Attendance: The right of the *Player* or the *Player's* representative to attend the opening and analysis of the *B-Sample*, at the *Player's* expense, if analysis is requested;
 - d. Date of Laboratory Analysis: The proposed dates for the *B-Sample* analysis; and
 - e. Laboratory Documentation: The *Player's* right to request copies of the laboratory reports and analyses for both her *A-Sample* and *B-Sample*.
7. ***Details of B-Sample Analysis***: A *Player* whose *A-Sample* has *Tested* positive may request analysis of her *B-Sample* only by the same laboratory that analyzed her *A-Sample*, and may request to be present, and/or to have a representative present, at the analysis of the *B-Sample*. Such requests must be made, *in writing*, within ten (10) days of *Player* notification of the *A-Sample* positive. If a *Player* requests an analysis of a *B-Sample*, the *Testing Agency* will give the *Player* a choice of two analysis dates, as provided by the laboratory. If both dates are not suitable to the *Player*, the *Testing Agency* will attempt to coordinate one alternate date. If an agreement on the analysis date cannot be reached between the laboratory and the *Player* within three (3) business days, the *Testing Agency* will determine the *B-Sample* analysis date in consultation with the laboratory, irrespective of the availability of the *Player* or her representative. In the event that neither the *Player* nor her representative is available to be present for the *B-Sample* analysis, the laboratory will provide an independent surrogate, at no cost to the *Player*, to witness the opening and analysis of the *B-Sample* on the *Player's* behalf.
8. ***Cost of B-Sample Analysis***: Costs associated with the analysis of the *B-Sample* will be assessed as follows:
- a. Confirmation Result: If the *B-Sample* result confirms the *A-Sample* result, all costs related to such analysis will be borne by the *Player*.
 - b. Non-Confirmation Result: If the *B-Sample* result does not confirm the *A-Sample* result, all reasonable costs will be reimbursed by the *LPGA*. Reasonable costs include reasonable travel expenses for the *Player* or her representative (but not both) to witness the *B-Sample* opening and analysis, but do not include any professional fees associated with the *Player's* retention of a representative.
9. ***Doping Charge Initiated***: The *Player* shall be charged with a doping offense, issued a *Provisional Suspension* and the matter shall be referred to the adjudication proceedings under Section J if:
- a. Admitted Use: A *Player* admits to having *Used a Prohibited Substance* and/or a *Prohibited Method* as described on the *Prohibited List*.

- b. No B-Sample Analysis Requested: The *Testing Agency* does not receive a timely request for analysis of the *B-Sample*, or a timely waiver of the right to demand analysis of the *B-Sample*;
- c. B-Sample Confirmation: The *B-Sample* laboratory analysis confirms the presence or *Use* of the same *Prohibited Substance* or *Prohibited Method* as was found in the *A-Sample* laboratory analysis, and the *Testing Agency* considers that a doping offense may have occurred;
- d. Failure to Test: The *Testing Agency* concludes that a doping offense may have occurred as a result of a *Player Using a Prohibited Method*, as described in Section D-2, or refusing or failing to submit to *Sample* collection, as described in Section D-3, or;
- e. Providing False Information: The *Administrator* or *Testing Agency* concludes that a doping offense may have occurred as a result of a *Player* intentionally providing false information to the *Administrator* in connection with a request for a *Medical Waiver*, as described in Section D-4.

10. ***No Doping Offense Established***: If the *B-Sample* result fails to confirm the *A-Sample* result, then both *Tests* shall be treated as negative and the matter will be deemed closed.

11. ***Player Prize Money***: The prize money (if any) earned at the *Tournament* at which the *Player's Sample* was collected for *Testing* will be held in an interest-bearing account pending the laboratory analysis of the *Player's Sample*. This prize money will be released to the *Player* if and when:

- a. Negative Test Result: Analysis of the *Player's A-Sample* reveals no *Prohibited Substances* or *Prohibited Methods* (provided that the *Testing Agency* does not report any other doping offense);
- b. Unconfirmed Test Result: Analysis of the *Player's B-Sample* does not confirm the result from an *A-Sample* positive laboratory analysis (provided that the *Testing Agency* does not report any other doping offense); or
- c. Player Found Not to Have Committed a Doping Offense: After a hearing, the *Player* is found not to have committed a doping offense and the time for appeal has expired; or, if an appeal is filed, the player is found on appeal not to have committed a doping offense.

Otherwise, the *Player* will forfeit all related prize money, ranking points, titles and awards (if any) as stated in Section K of this *Protocol*.

12. ***Provisional Suspension for Violations of Section D-1***: Any *Player* charged with a doping offense identified in Section D-1 shall be issued a *Provisional Suspension*,

pending adjudication of the doping offense. The *Provisional Suspension* will begin on the earliest of the following days:

- a. Date of Acceptance: The day on which the *Player* accepts an *A-Sample* positive result;
- b. Request Date Waived or Expired: The day on which the *Player's* right to request analysis of the *B-Sample* is affirmatively waived or expires, as provided in Section I-6-b;
- c. 30-Day Time Limit: No more than thirty (30) days after the date of the *Player's* notification by the *Administrator* of a positive *A-Sample Test* result.

If a doping offense is ultimately found to have occurred and a penalty is issued, the *Player* shall be credited for the period of time she served a *Provisional Suspension* while awaiting resolution of her case.

13. ***Provisional Suspension for Other Doping Offenses***: Any *Player* charged with a doping offense under Sections D-2, D-3, D-4 or D-5 shall be issued a *Provisional Suspension* pending adjudication of the doping offense. The *Provisional Suspension* will begin on the day on which the *Administrator* notifies the *Player* of the alleged doping offense, in accordance with Section I-11, and as referenced in the notice letter to the *Player* under Section I-6.

J. Adjudication

1. ***Initial Hearing***: The *LPGA* shall provide an adjudication process for any *Player* who is alleged to have committed a doping offense and who does not waive the right, or is deemed not to have waived the right, to a hearing. The adjudication process shall address whether a doping offense was committed, and, if so, what the appropriate penalty should be. The adjudication process shall respect the following principles:
 - a. Notice of Allegations: The *Player* shall be fairly and promptly informed of the alleged doping offense;
 - b. Legal Representation: The *Player* has the right to be represented by counsel, at her own expense;
 - c. Evidence and Witnesses: The *Player* has the right to respond to the charges against her and to present evidence, including the right to call witnesses in her defense and question witnesses against her. The *Arbitration Panel* shall have the discretion to assess the admissibility of evidence and to decide whether it will accept testimony in person, by telephone or other electronic device, or by written submission (under oath or otherwise);

- d. **Timeframe**: A hearing shall be provided in a timely manner and shall be concluded no later than ninety (90) days after a *Provisional Suspension* is issued;
 - e. **Impartial Arbitrators**: The *Arbitration Panel* shall be fair, impartial and free of any conflicts of interest with respect to the parties involved;
 - f. **English Language**: The proceedings will be conducted in, and the *Arbitration Panel's* decision shall be issued in English. The *Player* has the right to an interpreter at the hearing, at her own cost and expense; and
 - g. **Written Decision**: The *Arbitration Panel* shall provide a timely, written, reasoned decision.
2. ***Time Limit Extension***: The *Arbitration Panel* may, upon good cause shown by either party, extend the 90-day time limit for conducting the hearing provided for in Section J-1-d above; **provided, however** that absent extraordinary circumstances said extension shall not exceed sixty (60) days.
 3. ***Adoption of Adjudication Procedures***: The *LPGA* shall adopt hearing procedures for initial hearings no later than January 15, 2008, and such procedures shall be attached to this *Protocol* as "**Exhibit C**" and shall be posted on the *LPGA Player* extranet on or before said date. Thereafter, the *LPGA* shall have the sole discretion to revise the procedures, provided that any such revision(s) will not take effect for at least ninety (90) days from the date of publication of the revision(s). Any such revision(s) shall be promptly published and made available to all *Players*; revisions shall be deemed published when posted on the *LPGA* Web site and/or the *LPGA Player* extranet.
 4. ***Consolidation of Hearings***: Pursuant to Section K-5, hearings for multiple contemporaneous offenses may be consolidated into one hearing, at the discretion of the hearing panel or upon agreement of the *LPGA* and the *Player* charged with a doping offense. The Panel's decision shall be binding on both parties.
 5. ***Appeals***: Either the *LPGA*, or the *Player* subject to a decision, may appeal to the *CAS* any decision of the *Arbitration Panel* finding that a doping offense has or has not occurred, or any decision imposing a penalty.
 6. ***CAS Standard of Review***: The *CAS* may overturn or modify a decision made by the *Arbitration Panel* if the *CAS* concludes that the *Arbitration Panel's* decision was clearly erroneous. If the *CAS* concludes that the *Arbitration Panel* used improper procedures in reaching its decision, then the *CAS* may review the record *de novo*.
 7. ***CAS Procedures***: Any appeal must respect the principles stated in Section J-1, except that the *CAS* may not allow the parties to present evidence or testimony outside of the hearing record, unless such evidence was not available at the time of the hearing. All appeals shall be handled in accordance with the "General

Provisions” and the “Special Provisions Applicable to the Appeal Arbitration Proceedings” published by the CAS.

8. ***Venue for Hearings and Appeals:*** The venue for all hearings and appeals shall be in Daytona Beach, Florida, unless the parties mutually agree that another venue would be more appropriate.
9. ***Handling of Decisions:*** The *Arbitration Panel* (and, if applicable, the *CAS*), shall provide its written decision to both the *Player* and the *LPGA*. Any written decision given to the *LPGA* shall be kept confidential and disclosed only to parties in future doping adjudications under this *Protocol*. If the *Player* is ultimately found not to have committed a doping offense, the written decision shall be redacted to eliminate all information reasonably believed to identify the *Player* (including nationality and name of the *Player*, date, and location of the *Tournament* where the *Sample* was collected). If a *Player’s* identity is determined from the redacted written decision, the *LPGA* shall not be liable, provided it has acted in good faith.

K. Penalties

1. ***Mandatory Disqualification:***
 - a. **Disqualification and Forfeiture of Prize Money:** Any *Player* who commits a doping offense shall be disqualified from the *Tournament* at which the offense occurred or the relevant *Sample* was collected (or was sought to be collected), and shall forfeit all related prize money, ranking points, titles, and awards (if any) earned at, or as a result of participation in, such *Tournament*. The *LPGA* shall use any interest earned from the forfeited prize money to fund the *Program*.
 - b. **Reallocation of Prize Money:** To the extent practicable, the *LPGA* shall reallocate prize money, ranking points, titles, and awards (if any) to other *Players* who competed in the *Tournament* from which a *Player* was disqualified as a result of a doping offense, according to *Tournament* results, as if the *Player* had been disqualified from the *Tournament*.
 - c. **Impact on Tournament Rankings:** In the event a doping sanction causes the winner of a given *Tournament* to be disqualified, and there exists a tie for second place, the scores of the tied *Players* will be evaluated, according to the following guidelines, until the *Player* with the lowest score can be determined and a *Tournament* winner can be declared.
 - i. The lowest individual score in the Final Round;
 - ii. A hole-by-hole scorecard playoff using the scores from the Final Round, calculated in reverse hole order;

- iii. The lowest individual score in the penultimate round;
- iv. A hole-by-hole scorecard playoff using the scores from the penultimate round, calculated in reverse hole order;
- v. The lowest individual score in the round preceding the penultimate round;
- vi. A hole-by-hole scorecard playoff using the scores from the round preceding the penultimate round, calculated in reverse hole order;
- vii. The scoring average for the year, including the rounds completed at the *Tournament* in question.

The above criteria will be applied in the order in which each appears above until a single *Tournament* winner is determined.

2. ***Suspension Penalties:***

- a. **Penalties for Doping Offenses:** Any *Player* who is found to have committed a doping offense, or who admits *in writing* to having committed a doping offense and/or waives formal adjudication, shall be disciplined as follows:
 - i. The first doping offense during the *Player's* *LPGA* career shall result in a one-year suspension from *LPGA Tournament* play, and all other *LPGA* activities. After serving a one-year suspension, the *Player* shall have the same status and exemptions on the *LPGA* Tour as if she voluntarily decided not to play the previous year.
 - ii. A second doping offense during the *Player's* *LPGA* career shall result in a two-year suspension from *LPGA Tournament* play, and all other *LPGA* activities. In addition, the *Player* shall lose her membership in the *LPGA* and any previously earned *Tournament* exemptions. She may regain her *LPGA* membership and eligibility on the same terms available to other non-members (for example, by attending an *LPGA* Sectional Qualifying *Tournament*, the *LPGA* Final Qualifying *Tournament*, or obtaining a sponsor's exemption).
 - iii. A third doping offense during the *Player's* *LPGA* career shall result in permanent loss of *LPGA* membership, a lifetime ban from participation in *LPGA Tournament* play, and ineligibility to participate in all other *LPGA* activities.
- b. **Suspension Start Date:** Suspensions shall begin to run on the date the *Player* admits to committing a doping offense, waives, or is deemed to have waived, her right to a hearing, fails to defend her case at a hearing, or on the

date a final decision is reached by the *Arbitration Panel* or, if applicable, *CAS*. The *Player* shall receive credit to her suspension penalty for any *Provisional Suspension* served (if applicable) under Sections I-12 and I-13.

- c. Participation While Suspended: No *Player*, while serving a doping-related suspension under this *Protocol*, may participate in any capacity, other than as a spectator, in an *LPGA Tournament* or any other *LPGA* activity. This includes, but is not limited to: practice rounds, Professional-Amateur events held in conjunction with any *LPGA Tournament* or *LPGA* activity, *Tournament* qualifying rounds, or sectional qualifying *Tournaments*, and serving as caddie or coach for another *Player*, etc.
- d. Whereabouts Information Requirement: Throughout the course of a *Player's* suspension period, she will be required to provide all relevant whereabouts information requested of her to the *LPGA* and must make herself available to the *LPGA* for out-of-competition *Target Testing* prior to resuming play in her first *Tournament*.
- e. Retirement to Avoid Suspension: If a *Player* who is subject to a doping-related suspension retires from professional golf competition and later seeks reinstatement of her membership to the *LPGA*, that *Player* shall not be eligible for reinstatement until she has served and completed the suspension remaining as of the date of retirement. Retirement shall not be used to avoid serving a doping-related suspension.

3. ***Reduction of Penalties for Exceptional Circumstances:***

- a. Guidelines for Reduction of Penalty: In exceptional circumstances, the *Arbitration Panel*, or *CAS*, may reduce an otherwise applicable doping penalty period.
 - i. The suspension period generally may be reduced, if at all, to no less than half the otherwise applicable duration.
 - ii. The suspension period may be further reduced below half, or eliminated, **only** if the *Player* can prove that either: (1) she was the victim of intentional sabotage by a person with whom she had no special relationship (e.g., not a member of the *Player's Support Personnel*); or (2) she was administered a *Prohibited Substance* without her knowledge by a medical professional under emergency circumstances, to avoid imminent and substantial danger to her health.
- b. Player's Burden of Proof: The *Player* bears the burden of proving the existence of exceptional circumstances by clear and convincing evidence, and must provide reliable corroborating evidence in addition to her own testimony.

- c. Evidence of Exceptional Circumstance: At a minimum, the *Player* must establish:
 - i. That the *Player* did not intend to commit a doping offense and that any impairment to the competitive equity of the *Tournament* was sufficiently remedied by her mandatory disqualification from that *Tournament*;
 - ii. For doping offenses arising under Section D-1 (“presence” of a *Prohibited Substance* in a *Sample*), how the *Prohibited Substance* entered her body; and
 - iii. That the *Player* exercised reasonable diligence in attempting to avoid committing a doping offense.
- d. Invalid Evidence of Exceptional Circumstances: The following scenarios are examples of situations that do **not** constitute exceptional circumstances (these examples do **not** constitute an exhaustive list):
 - i. A *Player* ingests or administers a nutritional supplement or herbal remedy that contains a *Prohibited Substance* (as an ingredient or contaminant) that is not disclosed on the product’s label, if any.
 - ii. A *Player* relies on a doctor’s or pharmacist’s advice about whether a medicine contains a *Prohibited Substance*.
 - iii. A *Player* claims that a member of her *Support Personnel* gave her a *Prohibited Substance* without her knowledge.
 - iv. A *Player* contends that a *Prohibited Substance* did not enhance her performance.

4. ***Halls of Fame Implications:***

- a. Inactivity: Any *Player* who is suspended due to a doping offense will be considered “inactive” for the year in which the doping offense occurred.
- b. Ineligibility: Any *Player* who receives two doping-related suspensions in her career will be ineligible for election to the *Halls of Fame*; provided, however, that this provision shall not apply to suspensions mitigated based upon exceptional circumstances.
- c. Forfeiture of Points Earned: A *Player* shall forfeit all points that would count toward her entrance into the *Halls of Fame* earned between the date a doping offense occurred and the end of a suspension period.

5. ***Multiple Contemporaneous Offenses:***

- a. **Single Tournament or Sample:** All doping offenses under this *Protocol* that occur at a single *Tournament* or in connection with a single *Sample* shall constitute a single doping offense for purposes of assessing a penalty against the *Player*. However, the existence of multiple contemporaneous offenses shall be a factor strongly weighing against a finding of exceptional circumstances.
- b. **No-Notice Identical Separate Positives:** If more than one *Sample*, taken from a *Player* at separate *Tournaments*, *Tests* positive for the same *Prohibited Substance*, the separate positives shall be considered as one doping offense if all the *Samples* were collected before the *Player* was on notice from the *Administrator* that any of them had *Tested* positive.
- c. **Multiple Distinct Positives:** If multiple *Samples*, taken from a *Player* at separate *Tournaments*, *Test* positive for different *Prohibited Substances*, the separate positives shall be considered separate doping offenses, regardless of whether the *Player* was on notice of the prior positives. The adjudication of such offenses may be consolidated into one hearing at the discretion of the *Arbitration Panel*, or upon agreement of the *LPGA* and the *Player* charged with a doping offense.

L. Exclusive Remedy

Players who are alleged to have committed a doping offense, or who seek to appeal the denial of a *Medical Waiver*, must raise all of their claims and defenses through the procedures specified in this *Protocol* and are precluded from any other form of dispute resolution. *Players* also agree that challenges to the *Testing* process will not be initiated until after the *LPGA* concludes that a doping offense has occurred and provides notice to the *Player* under Section I-6. The final decisions of arbitrators under Section J or *Medical Waiver* panels or appeal specialists under Section G shall be considered binding on all parties and shall preclude any additional legal action. Any *Player* who initiates a legal action in violation of this Section shall pay all of the *LPGA*'s reasonable costs incurred in defending against such action.

M. Confidentiality

1. ***Disclosure of Pending Cases:*** Neither the *Administrator* nor the *Testing Agency* shall publicly disclose the identities of *Players* whose cases are pending in the results-management process.
2. ***Confirmation of Public Knowledge:*** At any point prior to the final adjudicated decision relating to an alleged doping offense, the *LPGA* may confirm information

regarding a *Player's* identity, if such information is publicly released by that *Player* or that *Player's* representative(s).

3. ***Disclosure after Adjudication or Admission of an Offense:*** The *LPGA* shall publicly disclose the identity of a *Player* and circumstances of her doping offense after a full adjudication procedure is conducted and the *Player* is found to have committed a doping offense, or after a *Player* admits to committing, or is deemed to have committed, a doping offense.

N. Mutual Recognition of Penalties

The *LPGA* shall recognize and enforce penalties imposed by other women's golf tours to the extent that such penalties are materially consistent with this *Protocol*; and provided further, that the other women's golf tours likewise recognize and enforce the penalties imposed by the *LPGA* under this *Protocol* on its tour. *Players* may appeal the *LPGA's* decision to enforce another tour's penalty to the *Arbitration Panel*. Appeals must be filed within ten (10) days of notice to the *Player* of the *LPGA's* decision, and shall be conducted in accordance with the procedures in Section J. The *Arbitration Panel's* decision -- which may affirm, invalidate, or modify the *LPGA's* penalty -- shall be final and binding and not subject to further appeal. Any suspension imposed by the *LPGA* on a *Player* shall remain in effect pending the appeal, unless the *Arbitration Panel* orders otherwise.

O. Interpretation of this Protocol

1. ***Independence and Autonomy:*** This *Protocol* shall be interpreted as an independent and autonomous text and not by reference to the law or statutes of any one country.
2. ***Use of Headings:*** The headings used for the various sections and subsections in this *Protocol* are for convenience only and shall not be deemed part of the substance of the *Protocol* or to affect in any way the language of the provisions to which they refer.
3. ***Retroactive Application:*** This *Protocol* shall not apply retroactively to matters pending before the date this *Protocol* is approved and incorporated into the *Player Regulations*.
4. ***English Version Controlling:*** If this *Protocol* is translated into any other language and a discrepancy in interpretation arises, the English language version and interpretation shall be controlling.

P. Statute of Limitations

Actions against a *Player* for doping offenses under this *Protocol* shall be commenced within one (1) year from the date the offense occurred. An action shall be deemed

commenced when the *Administrator* provides the *Player* with written notification of an alleged doping offense pursuant to Section I-6.

Effective Dates: Approved on October 4, 2007. Incorporated into the 2007 Tournament and Player Regulations of the Ladies Professional Golf Association on November 12, 2007.

EXHIBIT "A"

LPGA STANDARDS FOR TESTING

A. Definitions

The italicized terms herein shall have the meanings ascribed to them in this Section A.

1. ***Administrator***: The person(s) designated as such by the *LPGA* to oversee the *Program*.
2. ***Chain of Custody***: The documentation that accounts for the whereabouts of a *Sample* from the time it has been sealed at the *Doping Control Station*, until it is analyzed by the *WADA* accredited laboratory.
3. ***Doping Control***: The process including: test distribution planning, the selection and notification of *Players* for *Testing*, *Sample Collection*, *Sample* handling, *Sample* transport to the laboratory, laboratory analysis, *Medical Waiver* procedures, results management and adjudication proceedings.
4. ***Drug Testing Processing Form(s) or "DPF(s)"***: The *Player Sample* processing forms, documented electronically in the *SCAN* system and in hard copy format, detailing the history of a *Player's* selection for *Testing* and notification, through to analysis of the *Player's Sample(s)* by the laboratory.
5. ***Doping Control Station***: The private and secure location where *Sample Collection* is conducted.
6. ***Escort(s)***: An official or volunteer who is trained and authorized by either the *Testing Agency* or the *LPGA* to carry out specific duties, including notifying the *Player* of her selection for *Testing*, and accompanying and observing the *Player* until her arrival at the *Doping Control Station*.
7. ***Failure to comply***: A term used to describe a *Player's* unwillingness or refusal to cooperate with *Sample Collection*, as more fully described in Sections E and G of the *Program* protocol.
8. ***LPGA***: The Ladies Professional Golf Association, an Ohio nonprofit membership organization, or the staff of the Ladies Professional Golf Association; primarily, but not exclusively, the *Administrator*.
9. ***Player(s)***: For the purpose of *Doping Control*, any person who has entered, commits to enter or is seeking to participate in any *Tournament*. For the purpose of anti-doping information and education, any person who participates in a *Tournament*.
10. ***Program***: The *LPGA* Drug Testing Program.

11. ***Prohibited List***: The list issued and published by the *LPGA* that identifies the *Prohibited Substance Classes* and *Prohibited Methods*.
12. ***Prohibited Method***: Any method described on the *Prohibited List* as a *Prohibited Method*.
13. ***Prohibited Substance***: Any substance that falls within the categories of substances described on the *Prohibited List* as *Prohibited Substances*.
14. ***Sample(s)***: All biological material (urine) collected from a *Player* for the purposes of *Doping Control*.
15. ***Sample Collection***: All of the sequential activities that directly involve the *Player* from the time of notification of selection for *Testing* until the *Player* leaves the *Doping Control Station* after having provided a testable *Sample*.
16. ***Sample Collection Equipment***: Containers or apparatus (including their packaging) used to directly collect or hold the *Player's Sample* at any time during *Sample Collection*, including beakers for collecting the *Sample* as it leaves the *Player's* body, sealable and tamper proof bottles and lids for securing the *Sample*, numbered seals for securing and identification of the *Sample*, pH strips for measuring a *Sample's* pH level, refractometer for measuring a *Sample's* specific gravity, and other materials used from time-to-time during a *Sample Collection*.
17. ***Sample Collection Personnel***: A collective term for qualified officials authorized by the *Testing Agency* and *LPGA* who carry out or assist with duties of *Sample Collection*.
18. ***Secure Collection Automated Network (or "SCAN")***: *Testing Agency's* state-of-the-art handheld paperless *Chain of Custody* technology used during the *Sample Collection*.
19. ***Support Personnel***: Any coach, trainer, manager, agent, representative, caddy, family member, friend, medical or para-medical personnel, etc. working with or treating a *Player*.
20. ***Target Test***: The non-random selection of a *Player* or *Players* for *Testing*.
21. ***Testing***: The parts of the *Doping Control* process involving the selection and notification of *Players* for *Sample Collection*, the *Sample Collection* process, *Sample* transport to the laboratory, and laboratory analysis of the *Sample*.
22. ***Testing Agency***: The outside vendor retained by the *LPGA* to manage and execute, with the assistance of the *Administrator*, the *LPGA Doping Control* process.

23. **Tournament:** A golf competition with a minimum of 54 holes of scheduled play on an *LPGA* approved, regulation size golf course, conducted under USGA or Royal and Ancient Rules of Golf (with any local rules approved by an *LPGA Tournament Official*) that is in any way owned, operated, sanctioned, promoted, sponsored or held under the auspices of the *LPGA* or other organizations accepting the *Program*.
24. **WADA:** The World Anti-Doping Agency, the international, independent organization created in 1999 to promote, coordinate, and monitor the fight against doping in sport in all its forms.

B. Scope and Purpose

1. The purpose of the *LPGA* Standards for *Testing* is to provide a uniform process and procedure for *Testing Player Samples*.
2. The *Testing Agency*, and when applicable, the *LPGA*, are required to follow the processes and procedures detailed herein.
3. The *LPGA* shall have the sole responsibility and discretion to revise these *LPGA* Standards for Drug Testing; provided, however, that any such revision(s) shall not take effect until thirty (30) days from the date of publication of the revision(s). Revisions shall be deemed published when posted on the *Player* extranet.

C. Planning and Data Collection

1. The *Administrator* shall develop and document a test distribution plan in preparation for *Testing* at a *Tournament* that determines the number of *Samples* to be collected at each *Tournament* as required to uphold the integrity of the *Program*, based on the following information:
 - a. The number of *Players* in the field of each *Tournament*;
 - b. An evaluation of the outcomes of previous *Testing* cycles, as applicable;
 - c. Diversity of field of *Players* participating in the *Tournament*;
 - d. Suitability and/or availability of a *Doping Control Station*;
 - e. Logistics of *Sample Collection*; and
 - f. Availability of *Sample Collection Personnel*.
2. The *Administrator* and *Testing Agency* shall establish a system for maintaining test distribution planning data. Such data shall be used to assist in determining whether modifications to the *Program* or these *LPGA* Standards for Testing are necessary. This information shall include:

- a. For each test, the date, country and *Tournament* at which the *Sample* was provided;
- b. For each positive A-*Sample* or B-*Sample* result:
 - i. The date of *Sample* analysis;
 - ii. The actual *Prohibited Substance(s)* or *Prohibited Method(s)* detected including, if applicable, the *Prohibited Substance* or *Method Class* represented;
 - iii. Whether the *Player* had a Medical Waiver in place (or pending application) at the time the *Sample* was provided; and
 - iv. The doping offense alleged (if any).

D. Selection of *Players* for *Testing*

- 1. In accordance with the number of *Samples* to be collected at each *Tournament* in the test distribution plan, the *Testing Agency* shall utilize its computerized program to effectuate the random selection of *Players* for *Testing*.
- 2. The *Administrator* and/or the *Testing Agency* may also select *Players* for *Target Testing* as may be required to uphold the integrity of the *Program*. *Players* may be considered for *Target Testing* based on the following:
 - a. Asserted injury;
 - b. Withdrawal or absence from a *Tournament*;
 - c. Going into or coming out of retirement;
 - d. Behavior indicating suspicion of doping;
 - e. Sudden change in *Player* residence or *Player's* physical appearance;
 - f. *Player* performance history, including sudden major improvements in performance;
 - g. Results of past *Doping Controls*;
 - h. Imminence of *Player* reinstatement after a period of suspension; and
 - i. Receipt of reliable information indicating suspicion of doping.

3. Following the selection of a *Player* for *Testing* and prior to notification of the *Player*, the *Testing Agency* shall ensure the selected *Player's* identity is disclosed only to *Sample Collection Personnel*, the *Administrator* or her designee, or any *LPGA*-designated *Tournament* workers deemed necessary to assist with the identification, location and notification of a *Player* selected for *Testing*.

E. Notifying *Players* of their selection for *Testing*

1. The *LPGA* and/or the *Sample Collection Personnel* shall determine, based upon the results of the computerized program applied by the *Testing Agency*, which specific *Players* will be tested on a given *Tournament* day.
 - a. The *Sample Collection Personnel* shall, using the applicable tee time sheet for the *Tournament* and applying sequential numbers to the *Players's* names listed, beginning at the top of the page/list, create a list of the names of *Players* to be *Tested* based upon the random selection previously conducted pursuant to Section D-1 above.
 - b. The *LPGA* and the *Sample Collection Personnel* shall maintain the confidentiality of the names of *Players* to be tested until revealed to the *Escort* who will effectuate the notification of the *Player* of her selection for *Testing*; provided, however, that any *Sample Collection Personnel* may reveal the names of *Players* to the *Administrator*, or her designee, for the purpose of identifying and locating said *Player* or *Players*.
 - c. The *Administrator*, or her designee, in conjunction with *Sample Collection Personnel*, as necessary and appropriate, shall instruct and educate the *Escorts* on the proper methodology for notifying *Players* of their selection for *Testing*.
2. In conjunction with the *Sample Collection Personnel*, the *Administrator*, or her designee, shall monitor the progress of play and weather conditions on the golf course to ensure that *Escorts* are deployed to make notification of *Player(s)* to be tested in a timely manner.
3. The *Escorts*, with the assistance of the *Administrator*, or her designee, and/or *Sample Collection Personnel*, if necessary, shall:
 - a. Establish the location of the *Player(s)* selected for *Testing*;
 - b. Plan the approach and timing of the notification of *Player(s)*, taking into consideration the specific circumstances and the desire that said notifications are observed by as few onlookers as possible;
 - c. Ensure that the *Player* is the first one to be notified of her selection for *Testing*, except when a third party is required to be notified, as in situations

where an interpreter is necessary to assist in completing the effective notification process, or a parent or guardian is notified on behalf of a minor;

- d. Inform the *Player* of the authority under which the *Testing* is to be conducted;
 - e. Inform the *Player* that it is her responsibility, pursuant to the *Program*, to:
 - i. Submit and comply with the *Testing* process;
 - ii. Produce identification at the *Doping Control Station*;
 - iii. Remain within sight of her *Escort* at all times, beginning from the moment of notification until arrival at the *Doping Control Station*;
 - iv. Remain within the grounds of the *Tournament* site; and
 - v. Report to the *Doping Control Station* within sixty (60) minutes from the time of notification.
 - f. Inform the *Player* of her right to:
 - i. Have an interpreter with her throughout the *Sample Collection* process;
 - ii. Have a parent or legal guardian with her throughout the *Sample Collection Process*, if she is a minor;
 - ii. Understand and ask for additional information about the *Testing* process; and
 - iv. Request a delay in reporting to the *Doping Control Station* in order to fulfill media or fan-related appearance obligations.
 - g. Inform the *Player* that her *Support Personnel* may not accompany her to or enter the *Doping Control Station*; and
 - h. Escort the *Player* to the location of the *Doping Control Station*.
4. After notifying the *Player* of her selection for *Testing*, the *Escort* shall be responsible for:
- a. Identifying herself to the *Player* using her official credential provided by the *LPGA*;
 - b. Keeping the *Player* under observation at all times, until arrival at the *Doping Control Station*;

- c. Obtaining the *Player's* signature on the appropriate form to acknowledge and accept that proper notification has been given. Any such refusal or evasion shall be documented by the *Escort* and reported to the *Testing Agency* by the *Sample Collection Personnel* in accordance with Section I below;
 - d. Providing the *Player* with the opportunity to eat and hydrate while warning her of the risk of consuming anything from a source unknown or unfamiliar to her or that may contain an *LPGA Prohibited Substance*;
 - e. Informing *Player* that if she needs to urinate, she must do so only at the *Doping Control Station*;
 - f. Relaying any and all reasonable requests of a *Player* to delay reporting to the *Doping Control Station* within sixty (60) minutes of acknowledgement and acceptance of notification. Any such delays shall be documented by both the *Sample Collection Personnel* and *Escort* and reported to the *Testing Agency*; and
 - g. Observing and documenting, while escorting the *Player*, any unusual incident or matter that might compromise the *Testing* process.
5. A *Sample Collection Personnel* may grant a reasonable request from a *Player* to delay reporting to the *Doping Control Station* beyond sixty (60) minutes and/or once the *Player* arrives at the *Doping Control Station* and wishes to leave, if the *Player* can be continuously chaperoned during the delay and if related to the following activities:
- a. Gathering and securing her personal belongings and competition equipment;
 - b. Participation in a victory ceremony;
 - c. Fulfillment of media commitments;
 - d. Obtaining necessary medical treatment;
 - e. Locating an interpreter, parent or guardian;
 - f. Making alternative child care arrangements; or
 - g. Making alternative travel arrangements.

Any approval to delay reporting to the *Doping Control Station* shall be conditioned upon an agreement between the *Player* and the *Sample Collection Personnel* that the *Player* will not urinate unless she does so at the *Doping Control Station*.

- 6. If the *Player* reports to the *Doping Control Station* after the sixty (60) minute period or after the expiration of the extended reporting time and prior to *Sample Collection*

Personnel departure, the *Sample Collection Personnel* shall, if possible, proceed with *Sample Collection* and shall report and document the details of the delay in accordance with Section I below.

F. Preparing for *Sample Collection*

1. The *Testing Agency* shall be responsible for:
 - a. The overall conduct of *Sample Collection* procedures;
 - b. Delegating specific responsibilities to the *Sample Collection Personnel*; and
 - c. Establishing a system for obtaining all information necessary to ensure that the *Sample Collection* is conducted effectively.
2. The *Sample Collection Personnel* will be responsible for the following activities in relation to the preparation for a *Sample Collection*:
 - a. Ensuring that no one other than *Doping Control Personnel*, *Players*, parents, guardians or interpreters are present in the *Doping Control Station* for the duration of the *Sample Collection*. Police officers, emergency medical professionals, security or maintenance personnel may enter the *Doping Control Station* only to resolve emergency situations. The entry of any parties other than *Sample Collection Personnel*, *Players*, parents, guardians or interpreters (if any) shall be documented and reported to the *Testing Agency* and the *LPGA* by the *Sample Collection Personnel*;
 - b. Using *Sample Collection Equipment* systems that are authorized by the *Testing Agency* and meet the following standards:
 - i. *Sample Collection Equipment* shall have a unique barcode system for items used to seal the *Player's Samples*;
 - ii. *Sample Collection Equipment* shall have a sealing system that is tamper proof and ensures the identity of the *Player* is not evident from the equipment itself; and
 - iii. *Sample Collection Equipment* shall be clean and sealed in plastic packaging prior to use by the *Player*.

G. Conducting *Sample Collection*

1. *Sample Collection Personnel* have the responsibility for ensuring that each *Sample* is properly collected, identified and sealed, as well as directly witnessing the passing of the *Sample* into the beaker.

2. The following steps shall be followed in order to ensure that the *Samples* are properly collected:
 - a. Prior to initiating *Sample Collection*, the *Sample Collection Personnel* shall confirm that the *Player* to be *Tested* is the same *Player* randomly selected for *Testing*. The *Player* must provide photo identification, or be identified by the *Administrator*, or her designee, prior to entering the *Doping Control Station*. Any failure to confirm the identity of the *Player* shall be documented.
 - b. The *Player* will randomly select a set of beaker barcode labels. The *Sample Collection Personnel* shall affix a barcode label on the *Player's DPF*.
 - c. The *Sample Collection Personnel* shall ensure that the *Player* is offered a choice of select *Sample Collection Equipment* and shall instruct the *Player* to randomly select her own beaker from a container of beakers, remove it from the wrapping, and place the second barcode label on top of the beaker lid.
 - d. If the *Player* is not satisfied with the selected beaker, she may select another. If the *Player* is not satisfied with any of the available beakers, this information shall be recorded by the *Sample Collection Personnel*. If the *Sample Collection Personnel* does not agree with the *Player's* opinion that all of the available beakers are unsatisfactory, she shall instruct the *Player* to continue with the *Sample Collection* process using a beaker that the *Sample Collection Personnel* verifies is secure. If the *Sample Collection Personnel* agrees with the reasons put forward by the *Player* that all the available beakers are unsatisfactory, the *Sample Collection Personnel* shall terminate *Sample Collection* and shall document such actions accordingly.
 - e. The *Player*, once the beaker is selected, shall retain control of it and any *Sample* contained therein until the *Player* and the *Sample Collection Personnel* return to the *Sample* processing station where the *Sample Collection Personnel* will verify whether the *Sample* satisfies relevant laboratory guidelines, as provided below.
 - f. The *Sample Collection Personnel* shall escort the *Player* into a private area, preferably a toilet stall or private restroom, walking next to her with the *Player's* beaker in sight at all times. The *Player* shall not carry any item other than her beaker into the private area. The beaker must remain closed until the *Player* urinates into the beaker under the observation of *Sample Collection Personnel* (a female). *Sample Collection Personnel* shall remain in the private area at all times during a *Sample Collection*.
 - g. To assure that the *Player* does not have any chemicals on her hands, *Sample Collection Personnel* shall instruct the *Player* to rinse and dry her hands, without the use of cleansing agents, prior to urination. *Sample Collection Personnel* must observe the hand rinsing to assure that both her hands are

under water and rinsed completely and thoroughly. If necessary, *Sample Collection Personnel* shall have the *Player* re-wash her hands.

- h. The *Player* shall provide a *Sample* and *Sample Collection Personnel* shall witness the *Sample* leaving the *Player's* body, after examining the naked exposed mid-body area (chest to knee caps) of the *Player*.
- i. The *Sample Collection Personnel* shall use relevant laboratory specifications to verify that the volume of urine is sufficient to satisfy the laboratory requirements for analysis, in full view of the *Player*. Once a *Sample* of sufficient volume is provided by the *Player*, *Sample Collection Personnel* shall instruct the *Player* to close the beaker with a lid and retain possession of the beaker until *Sample Collection Personnel* and *Player* return to the *Sample* processing station. *Sample Collection Personnel* shall create a written record of witnessing the *Sample* delivery process and document any *Player* problems or concerns.
- j. Once a *Sample* of sufficient volume is provided by the *Player*, *Sample Collection Personnel* shall escort the *Player* to the *Sample* processing station. The *Sample Collection Personnel* shall check the specific gravity and the pH of the *Sample* in the presence of the *Player*. The specific gravity of the *Sample* must be greater than 1.005. The *Sample Collection Personnel* shall record the specific gravity on the *DPF*. The pH of the *Sample* must be between 4.5 to 7.5. The *Sample Collection Personnel* shall record the pH on the *DPF*.
- k. Once a *Sample* has been provided that meets the specific gravity and pH requirements, the *Sample Collection Personnel* shall instruct the *Player* to select a *Sample* storage kit containing A and B bottles and a uniquely numbered set of *Sample* barcode seals from the available *Sample Collection Equipment*. The *Player*, after selection, shall check that all the barcode numbers match (except for identification of "A" and "B") and are recorded correctly on the *DPF* and *SCAN* device by the *Sample Collection Personnel*. If the numbers are not the same, it shall be recorded by the *Sample Collection Personnel* and the *Player* shall choose another set of *Sample* barcode seals.
- l. In the presence of the *Player*, the *Sample Collection Personnel* shall divide her *Sample* between the A and B bottles bearing the matching barcode numbers contained in the *Sample* storage kit. The *Sample Collection Personnel* shall fill the A and B bottles with the prescribed minimum volume of urine, as indicated by a line on the bottle, then shall fill the A bottle to the fill line indicated on that bottle.
- m. The *Sample Collection Personnel* shall seal the A and B bottles with the *Sample* bar code seals selected by the *Player*, and check, in full view of the *Player*, that the bottles have been sealed properly.

3. If a *Sample* does not meet the requirements for volume, as indicated in subsection 2-i above, the *Sample Collection Personnel* will be responsible for declaring that the *Sample* is of insufficient volume and for collecting additional *Sample(s)* from the *Player* in order to obtain sufficient volume. The *Sample Collection Personnel* shall respect the following procedures for obtaining additional *Sample(s)*:
 - a. The *Sample Collection Personnel* shall inform the *Player* that the *Sample* is of insufficient volume for *Testing* and that further *Samples* must be collected to meet the relevant laboratory volume requirements.
 - b. The *Player* shall retain the beaker and keep it in her control at all times.
 - c. While waiting to provide an additional *Sample*, the *Player* shall remain under continuous observation of the *Sample Collection Personnel* and be given the opportunity to hydrate and nourish herself (containers must be sealed, approved by the *Sample Collection Personnel*, caffeine and alcohol free and free from all *Prohibited Substances*, and consumed only in the *Doping Control Station*), in the *Doping Control Station*.
 - d. When the *Player* is ready to provide additional urine, the *Player*, along with the *Sample Collection Personnel*, shall proceed to the private area with the closed beaker that contains the insufficient *Sample*.
 - e. The collection process as outlined above starting at Section 2-a, shall be repeated.
 - f. The *Player* shall void into the beaker to produce an acceptable minimal volume of urine.
 - g. If the total minimum volume is not obtained, the process for a partial *Sample* as outlined above shall be repeated.
 - h. Once a sufficient *Sample* is obtained, the *Sample Collection Personnel* shall continue processing the *Sample* in accordance with the collection procedures, identified below.
4. If a *Sample* does not meet the laboratory pH or specific gravity guidelines as indicted in subsection G-2-j above, the following procedures shall be implemented:
 - a. The *Sample Collection Personnel* are responsible for informing the *Player* that she is required to provide a further *Sample(s)* and for collecting such additional *Sample(s)* in accordance with the *Testing Agency's* established criteria. The *Sample Collection Personnel* will ask the *Player* to discard the invalid *Sample* into the toilet, in the presence of the *Sample Collection Personnel*.

- b. The collection procedures shall be repeated as provided in subsections 2 and 3 above and in accordance with the *Testing Agency's* criteria for the number of additional *Samples* to be collected. During this time, the *Player* shall not consume any fluids, but may ingest food.
- c. The *Sample Collection Personnel* shall record that the *Samples* collected were obtained from a single *Player* and shall indicate the order in which the *Samples* were provided.
- d. If it is determined by the relevant laboratory that all of the *Player's* *Samples* do not meet the laboratory's pH and specific gravity requirements for analysis and this is not related to natural causes, the *Administrator* shall schedule another *Sample Collection* for the *Player* as a *Target Test*, as soon thereafter as possible.
- e. If a *Target Test* also results in *Samples* that do not meet the laboratory's pH and/or specific gravity requirements for analysis, the *Testing Agency* may initiate an investigation of whether a possible doping offense has taken place. The *LPGA* may charge the *Player* with a doping offense, in accordance with Section I-9 of the *LPGA Drug Testing Protocol*, based upon the results of the investigation.

5. Requirements for *Sample Collection*

- a. Any unusual behavior by the *Player* and/or her interpreter, parent or guardian, if any, or anomalies with potential to compromise *Sample Collection* shall be recorded by *Sample Collection Personnel* and reported to the *Testing Agency*.
- b. If there are doubts as to the origin or authenticity of the *Sample*, the *Player* shall be asked to provide an additional *Sample*, in accordance with the procedures outlined in this Section G above.
- c. The *Sample Collection Personnel* shall provide the *Player* with the opportunity to document any concerns she may have about how *Sample Collection* was conducted.
- d. In conducting *Sample Collection*, the following information shall be recorded:
 - i. Date and time of notification;
 - ii. Date and time of *Sample* provision;

- iii. Telephone number, cell phone number or e-mail address of the *Player*;
 - iv. *Sample* barcode label and seal number(s);
 - v. Required laboratory information on the *Sample*;
 - vi. Any irregularities in notification or *Sample Collection* procedures;
 - vii. *Player* comments or concerns regarding the conduct of the *Sample Collection Session*, if applicable;
 - viii. Legal name and signature of the *Player*;
 - ix. Performing name of *Player*, or other *Player* alias, if applicable;
 - x. Legal name and signature of the interpreter, parent or guardian, if applicable; and
 - xi. Name and signature of *Sample Collection Personnel* who witnessed the *Sample* provision.
- b. The *Player* and *Sample Collection Personnel* shall sign the *DPF(s)* to indicate her satisfaction or dissatisfaction with the *Sample Collection* procedures, and that *Sample Collection Personnel* conducted the *Sample Collection* in accordance with the *Program*. If deviations are alleged, the *Player* shall be required to provide another *Sample*, repeating the procedures in Sections 2, 3, and 4 above (as necessary).
- c. The *Sample Collection Personnel* shall provide the *Player* with a copy of the *DPF(s)* signed by her.
6. *Players* are prohibited from using a computer, cell phone, audio or visual recording device or taking photographs while in the *Doping Control Station*. The *Sample Collection Personnel* shall confiscate from a *Player* any device capable of assisting the *Player* in engaging in any of the above-described prohibited activities. Any confiscated devices shall be returned to the *Player* upon her departure from the *Doping Control Station*, after she has completed the *Sample Collection* process. In the event of an emergency, only *Sample Collection Personnel* and/or the *Administrator*, or her designee, are authorized to make contact with parties outside the *Doping Control Station*.

H. Post-Test Security and Transport

1. Post-Test Security

- a. All *Samples* collected shall be forwarded by a reputable delivery service for analysis to the *WADA* accredited laboratory designated by the *LPGA*.
- b. The *Testing Agency* shall use its *SCAN* system technology to ensure that the documentation for each sealed *Sample* is completed and securely handled. *Sample Collection Personnel* shall ensure that this system is properly followed.

2. Transport

- a. Sealed *Samples* shall always be transported to the *WADA* accredited laboratory using the *Testing Agency's* authorized transport method, as soon as practicable after the completion of *Sample Collection*, but in no event shall such transport begin more than 48 hours after provision of the *Sample*.
- b. Documentation identifying the *Player* shall not be included with the *Samples* or documentation sent to the *WADA* accredited laboratory.
- c. The *Sample Collection Personnel* shall send all *DPFs* and other relevant *Sample Collection* documentation to the *Testing Agency*, as soon as practicable after the completion of *Sample Collection*, but in no event shall such transport begin more than 48 hours after provision of the *Sample*.
- d. The *DPF(s)* shall be verified by the *Testing Agency* if receipt of either the *Samples* with accompanying documentation or *Sample Collection* documentation is not confirmed at their intended destination or a *Sample's* integrity or identity may have been compromised during transport. In this instance, the *Testing Agency* shall determine whether any *Sample* should be voided.

I. Investigating a Possible *Failure to Comply*

1. The *Testing Agency* is responsible for ensuring that:
 - a. Any matters with the potential to compromise a *Player's Sample Collection* are evaluated to determine if a possible *Failure to comply* has occurred;
 - b. All relevant information, including information from the immediate surroundings, when applicable, shall be obtained as soon as possible or when practicable to ensure that all knowledge of the matter can be reported and presented as evidence; and

- c. Appropriate documentation is completed to report any possible *Failure to comply*.
 2. All *Sample Collection Personnel* involved throughout *Sample Collection* are responsible for reporting any matter that has significant potential to compromise a *Test* to the *Testing Agency*.
 3. If the matter has significant potential to compromise *Testing*, the *Player* shall be notified by the *Administrator* that a possible *Failure to comply*, or other circumstances, will be investigated by the *Testing Agency* and any appropriate follow-up action that will be taken.
 4. The *Testing Agency* shall establish a system for ensuring that the outcomes of its investigation into the possible *Failure to comply*, or other circumstance, are considered for future *LPGA* disciplinary action and, if applicable, for further *Testing*.
-

EXHIBIT "B"

**LPGA
2008 Medical Waiver Application**

Please complete ALL sections. Type or print in block letters in blue or black ink. Incomplete applications will be returned and will need to be resubmitted. This application must be completed in ENGLISH.

1. Player Information (Indicate the address to which all correspondence relating to Medical Waivers should be sent.)

Last Name: _____	
First Name: _____	
Playing Name (If different from above): _____	
Date of Birth (month/day/year): _____	
Mailing Address: _____	

City: _____	State: _____
Zip Code: _____	Country: _____
Please type or print ALL telephone and fax numbers where you can be reached, including country code and area code:	
Contact Phone: _____	
Mobile Phone: _____	
E-mail: _____	
Fax Number: _____	Attention: _____
Medical Waiver reply to be sent to: (Please select <u>one</u> option by ticking the appropriate box)	

<input type="checkbox"/> Fax: _____
<input type="checkbox"/> E-mail: _____

2. Prescribing Medical Doctor Information

Last Name: _____	
First Name: _____	
Qualifications: (e.g. M.D., D.O., etc.) Medical Specialty: _____	
U.S. States in which licensed: _____	
(If not U.S. State licensed, please provide qualifications to prescribe) _____	

Mailing Address: _____	

City: _____	State: _____
Zip Code: _____	Country: _____
Please type or print ALL telephone and fax numbers including country code and area code:	
Contact Phone: _____	
Mobile Phone: _____	
E-mail: _____	
Fax Number: _____	
Other: _____	

3. Medical Information: Diagnosis with sufficient medical information

Evidence confirming the diagnosis must be attached and forwarded with this application. In those cases where the evidence is not written in English, a summary in English must be enclosed. The medical evidence should include a comprehensive, relevant medical history and the results of all relevant examinations, laboratory investigations and imaging studies. Copies of the original reports or letters should be included when possible. Evidence should be as objective as possible in the clinical circumstances, and in the case of non-demonstrable conditions, independent supporting medical opinion should accompany this application.

Patient's Year of Birth: _____

Diagnosis: _____

A statement by an appropriately qualified doctor to the necessity of the otherwise Prohibited Substance in the treatment of the player and a description as to why an alternative, permitted medication cannot, or should not, be used in the treatment of this condition should also be included.

4. Medication Details

Prohibited Substance(s) Generic Name/Active Ingredient	Dosage/Strength	Route of Administration	Frequency

Intended duration of treatment: (Please tick appropriate box).

One-Time Only

Emergency

Duration (weeks/months): _____

In the case of an emergency treatment, please indicate all relevant information to explain the emergency.

5. Medical Practitioner's Declaration

I certify that the above-mentioned treatment is medically appropriate and that the use of alternative medications not on the LPGA Prohibited Substance Classes and Prohibited Methods List would be unsatisfactory for this condition.

Name of Doctor: _____

Signature of Doctor: _____

Date: _____

Please include the following information if it differs from what was provided in Section 2 "Prescribing Medical Doctor Information"

Medical Specialty: _____

U.S. State Licensure: _____

(If not U.S. State licensed, please provide qualifications to prescribe) _____

6. Pharmacy Information

Evidence confirming that the Prohibited Substance has been appropriately obtained must be attached and forwarded with this application. Please provide the requested information below regarding the pharmacy(ies) where the prescription for the Prohibited Substance has been filled or refilled over the past 6 months. Attach the fill or refill detail (e.g. printout) from each pharmacy.

Pharmacy Name	Address (City, State, Zip, Country)	Phone Number	Date(s) Provided	Quantity (e.g. 60 tablets)	Name of Pharmacist

7. Previous Medical Waiver Applications

Have you submitted any Medical Waiver Applications over the past two years to any sports organization or drug testing agency? (Please check one)

Yes

No

(If yes, please attach copies of the Medical Waiver Applications and all attachments, as well as all related correspondence with the sports organization or testing agency.)

For which substance(s)? (Generic Name/Active Ingredient)

To whom was it submitted? _____

When was it submitted? _____

Was it approved? _____

8. Player's Declaration

I, _____, certify that the information provided in this Medical Waiver Application is accurate and that I am requesting approval to use a Prohibited Substance(s) from the LPGA Prohibited Substance Classes and Prohibited Methods List. I authorize the release of my personal medical information to the LPGA, including its Medical Waiver Review and Appeal Panels. I understand that I may revoke the right of the LPGA, including its Medical Waiver Review and Appeal Panels to obtain and review my personal medical information at any time, and that such revocation must be sent to my doctor and the LPGA in writing. Upon receipt of such revocation, the LPGA shall have a reasonable amount of time in which to comply. Further, I understand and agree that my refusal to allow the LPGA and/or its Medical Waiver Review and Appeal Panels to review relevant medical information about me may result in the denial of any application I have pending, or the revocation of any application that has previously been granted, for an LPGA Medical Waiver.

I am aware that the LPGA, and its Medical Waiver Review and Appeal Panels, will be processing and/or evaluating my proposed use of a Prohibited Substance in connection with this Medical Waiver Application. I understand that neither the LPGA, nor its Medical Waiver Review and Appeal Panels, are providing medical advice to me in connection with any information disclosed on this Medical Waiver Application. I understand that I must obtain medical advice from a qualified doctor before taking or stopping any medication or course of treatment for any health condition that I may have. I also understand that no decision respecting this Medical Waiver Application in any way indicates whether I should or should not follow my doctor's medical advice regarding any health condition that I may have.

I, for myself, personal representatives, assigns, heirs and next of kin hereby release, waive discharge and covenant not to sue the LPGA, its officers, directors, members, employees, volunteers, or the LPGA Medical Advisory Committee, the LPGA Medical Waiver Review Panel, the LPGA Medical Waiver Appeal Panel, and any arbitrators who adjudicate cases arising under the LPGA's Drug-Testing Program (collectively, and for the purposes of this release and waiver, the "Releasees"), from all liability to the undersigned, my personal representatives, assigns, heirs and next of kin for any and all loss or damage and any claims or demands therefore on account of injury to my person or property or resulting in death of the undersigned, whether caused by the negligence of the Releasees or otherwise, with respect to the processing, review or decision-making related to this Medical Waiver Application.

I further expressly agree that the foregoing release and waiver agreement is intended to be as broad and inclusive as is permitted by the laws of each of the states of Ohio and Florida.

Player's Signature: _____ Date: _____ If the Player is a minor or has a disability preventing her from signing this form, a parent or guardian shall sign together with or on behalf of the Player. Parent/Guardian's Signature: _____ Date: _____

Incomplete Applications will be returned and will need to be resubmitted

2008 Season Application Deadline: December 3, 2007¹

Please submit the completed application and keep a copy for your records. This form, all required medical documentation, and a check or money order for \$100.00 shall be sent in a sealed envelope marked "CONFIDENTIAL" via overnight courier (mail, Federal Express, UPS, Airborne Express, or DHL) or certified mail to:

LPGA
Attn: Medical Waiver Applications
100 International Golf Drive
Daytona Beach, FL 32124-1092

Phone: 866-928-LPGA
E-mail: drugtesting@lpga.com

PLEASE DO NOT FAX MEDICAL WAIVERS OR OTHER SUPPORTING DOCUMENTS

MEDICAL WAIVERS WILL NOT BE PROCESSED WITHOUT RECEIPT OF \$100.00 FILING FEE

Checks should be made payable to: Ladies Professional Golf Association or LPGA

¹ Players should submit their applications no less than 45 days prior to participation in their next scheduled tournament.

2008 LPGA Medical Waiver Application Procedures²

The LPGA Prohibited Substance Classes and Prohibited Methods List includes substances that enhance performance, harm health, and/or mask the use of other prohibited drugs.

The LPGA recognizes that some banned substances have legitimate medical uses. Accordingly, the LPGA allows exception to be made for a player with a documented medical history demonstrating the need for use of an otherwise prohibited drug, provided that the performance enhancing effects are minimal or eliminated. Medical Waivers may be granted for substances included in the following classes of banned drugs:

- Anabolic agents
- Stimulants
- Beta-Blockers
- Agents with anti-estrogenic activity
- Diuretics

1. Medical Waivers: What are they?

Players with a documented illness or medical condition, which negatively impacts their health and ability to function normally and requires the use of a medication that is included on the LPGA Prohibited Substance Classes and Prohibited Methods List, may request a Medical Waiver. If granted, the Medical Waiver will authorize a player to take the medication needed in the manner provided in the Medical Waiver.

2. When to apply for a Medical Waiver

- A. A player may apply for a Medical Waiver at any time. **However, if players would like to guarantee that their applications are processed before the start of the 2008 season, they must submit their applications on or before December 3, 2007.** Thereafter, players should submit their applications no less than 45 days prior to participation in their next scheduled tournament. A player may not use a Prohibited Substance until after a Medical Waiver is granted.
- B. Any player who uses a Prohibited Substance prior to the Medical Waiver being granted does so entirely **at her own risk.**
- C. Applications for Medical Waivers will **not** be approved retroactively.
- D. If the substance to be used is not on the Prohibited List, a player does not need to apply for a Medical Waiver.

² Subject to amendment by the LPGA

3. Criteria for obtaining a Medical Waiver

Medical Waivers will be granted only in the following circumstances:

- A. The player has a properly diagnosed medical condition and would experience a significant **impairment to her health** if she does not use the substance for which a Medical Waiver is requested.
- B. There is **no reasonable therapeutic alternative** medication or treatment for the player's medical condition that is **not** on the LPGA Prohibited Substance Classes and Prohibited Methods List.
- C. The use of the Prohibited Substance will produce **no additional enhancement** of performance, other than that which might be anticipated by a return to a state of normal health following the treatment of a legitimate medical condition.
- D. A Medical Waiver can be cancelled if:
 - i. The player does not promptly comply with any requirements or conditions imposed when the Medical Waiver was granted.
 - ii. The time period for which the Medical Waiver was granted has expired.
 - iii. The player is advised that the Medical Waiver is withdrawn due to incorrect or misleading information provided by the applicant that is discovered after the fact, or due to a change in the player's health condition.

(Note: the use of any Prohibited Substance to increase "low-normal" levels of any endogenous hormone is not considered an acceptable therapeutic intervention and will not receive a Medical Waiver.)

4. Application procedure for a Medical Waiver

Prior to using a Prohibited Substance, a player must submit a Medical Waiver Application to the LPGA. The Medical Waiver Application is available in the Drug Testing section of the LPGA Player Extranet.

- A. A Medical Waiver Application will be considered only if is **complete** and accompanied by a \$100.00 application fee. Incomplete applications will be returned to the player without approval and will need to be resubmitted. The player is responsible for providing **all** information requested on the Medical Waiver Application (e.g. contact details, medication details, pharmacy details, medical documents, and laboratory results).
- B. The Medical Waiver Application must be **typed or printed in English in block letters in blue or black ink.**

- C. The LPGA and the Medical Advisory Committee and the Medical Waiver Specialist will work to make the administrative and decision-making process as expeditious as possible. Incomplete or illegible applications, or lack of cooperation from a player or her doctor(s), **will cause a delay in the administration process.**
- D. The medical information shall be provided by an appropriately qualified and licensed doctor, attesting to the necessity of the use of the Prohibited Substance.
- E. The Medical Waiver Application process will be treated in a **strictly confidential** manner, however, a player must grant written permission for the LPGA, its Medical Waiver Review Panel and Medical Waiver Appeal Panel, if applicable, to review the medical records submitted with her Medical Waiver Application.
- F. The Medical Waiver Review Panel and the Medical Waiver Appeal Panel reserves the right to request any additional information it deems necessary to make an informed decision on whether to grant or deny a Medical Waiver.
- G. The Medical Waiver Application will be examined by an LPGA Medical Waiver Review Panel, a panel of qualified medical and/or legal professionals, who will determine whether the Medical Waiver shall be granted or denied.
- H. If a Medical Waiver is granted, the player can begin using the Prohibited Substance only after receiving the written decision of the Medical Waiver Review Panel or Medical Waiver Specialist, and only under the conditions (if any) stated in the decision.
- I. If the player starts using the Prohibited Substance **prior** to receiving authorization from the LPGA as indicated above, the player does so **at her own risk** (except in cases of an acute life threatening condition, for which a retroactive approval of a previously submitted application may be considered).

5. Effect of granting of Medical Waiver

- A. The Medical Waiver Review Panel will return its decision to the LPGA General Counsel, who will forward it to the player in the mode she requested. The player may appoint a third person to receive this communication on her behalf in writing.
- B. Any Medical Waiver Application that is approved for 2008 **is only valid during 2008**, unless indicated otherwise. It shall be within the sole discretion of the Medical Waiver Review Panel or Medical Waiver Specialist to issue Medical Waivers for longer than one year.
- C. Players are responsible for insuring that their Medical Waivers are kept current and up-to-date. Players should not assume that they will be granted a Medical

Waiver in the future based on the fact that they had previously been granted a Medical Waiver in the past. Each new Medical Waiver Application will be reviewed on its merits, regardless of previous decisions to grant or deny a Medical Waiver. If the term of a Medical Waiver will expire while the player is still using the Prohibited Substance related to that Medical Waiver, the player is responsible for resubmitting a Medical Waiver Application with respect to that Prohibited Substance. New Medical Waiver Applications should be submitted in enough time for a decision to be rendered prior to the expiration of the current Medical Waiver.

6. Procedures for challenging the granting or denial of a Medical Waiver

- A. The granting or denial of a Medical Waiver may be subject to review. Either the player or the LPGA may challenge the decision of the Medical Waiver Review Panel by sending a **written** notice of appeal to the General Counsel of the LPGA **within 14 business days** after the player is notified of the decision of the Medical Waiver Review Panel.
- B. Once an appeal is requested, by either the player or the LPGA, a hearing will be held by a Medical Waiver Appeal Panel (a three-person panel of doctors) **within 30 business days** after receiving all relevant medical documentation.
- C. Decisions rendered by the Medical Appeal Panel will be **final and unreviewable.**

Refer to the full text of the Medical Waiver application process and procedures contained in the 2008 LPGA Drug Testing Program Protocol.

Questions regarding the LPGA Medical Waiver Application process may be directed to the LPGA General Counsel at:

LPGA
Attn: Medical Waiver Applications
100 International Golf Drive
Daytona Beach, FL 32124-1092

Phone: 866-928-LPGA
E-mail: drugtesting@lpga.com

EXHIBIT “C”

2008 LPGA DRUG TESTING ARBITRATION PROCEDURES

R-1. Applicability

The LPGA Drug Testing Arbitration Procedures (“LPGA Procedures”) shall apply to all initial hearing arbitrations arising out of the LPGA Drug Testing Program Protocol (the “Program”) -- except arbitrations before the Court of Arbitration for Sport, which shall be governed by the rules specified below in R-31. The definitions contained in Section A of the Program shall apply to the LPGA Procedures.

R-2. American Arbitration Association (“AAA”) and Delegation of Duties

Arbitration cases shall be administered by the AAA Western Case Management Center.

R-3. National Pool of Arbitrators

The Pool of Arbitrators for arbitration cases shall consist of AAA arbitrators who have been approved by the LPGA staff and LPGA Player Executive Committee (“Arbitrator Pool”). The members of the Arbitrator Pool shall be fair, impartial, free of any conflicts of interest, and should, if possible, be experienced in the business of sports and/or drug testing matters.

R-4. Initiation of Arbitration

The LPGA shall send a “Charging Letter” (in accordance with Section I-9 of the Program) and the appropriate filing fee to the AAA. Notice, a copy of the Charging Letter, a copy of the Protocol and a copy these Procedures, shall be sent promptly to the Player charged with an alleged doping offense (“Commencement Date”). The parties to the arbitration shall be: (1) the LPGA, or its designee, and (2) the Player charged with a doping offense.

R-5. Applicable Procedures

All cases shall be administered in accordance with Sections R-1 through R-33 of these LPGA Procedures. At the request of any party, the arbitrators may shorten or extend any time period set forth in these procedures for good cause. Parties must submit requests to modify time periods in writing via mail or electronic mail to the AAA, and the other party, and must explain the reasons for the request.

R-6. Jurisdiction

Jurisdiction for LPGA drug testing and adjudication of positive results is conferred in Article I-A-2 of the Tournament and Player Regulations of the LPGA which incorporates the Protocol.

Furthermore, every participant in an LPGA Tournament executes the Application For Tournament Entry Form, which specifically notifies her that by signing she is subject to the Program.

R-7. Venue

The venue for all hearings shall be Daytona Beach, Florida, unless the parties mutually agree that another venue would be more appropriate.

R-8. Serving of Notice

- (a) Any papers, notices, or process necessary for the arbitration under these LPGA Procedures may be served on a party by mail addressed to the party, or its representative, at the address provided for such purpose or by personal service, in or outside of the state where the arbitration is to be held, provided that reasonable opportunity to be heard with regard to the dispute is or has been granted to the party.
- (b) The AAA, the arbitrator and the parties may also use overnight delivery, or electronic mail (Email), to give notices required by these LPGA Procedures, provided that the method of delivery produces a record that said notices have been sent and received.
- (c) Unless otherwise instructed by the AAA or by the arbitrators, all documents submitted by any party to the AAA shall simultaneously be provided to the other party to the arbitration.

R-9. Number of Arbitrators

The dispute shall be heard and determined by a panel of three (3) arbitrators (“Arbitration Panel”).

R-10. Appointment of Arbitration Panel and Chairperson

Immediately after the Commencement Date, the AAA shall simultaneously send each party to the dispute an identical list of all names of the persons in the Arbitrator Pool (“List”). The Arbitration Panel shall be appointed as follows:

- (a) The parties are encouraged to agree to an Arbitration Panel from the List and advise the AAA of their agreement within two (2) days of their receipt of such List.
- (b) If the parties are unable to agree upon an Arbitration Panel, each party shall strike up to one-third (1/3) of the names from the List, number the remaining names in order of preference, and return the List to the AAA, within five (5) days following its receipt of the List. If a party does not return the List within the time specified, all persons named therein shall be deemed acceptable. From among the arbitrators who have been approved on the List submitted by each party, and in accordance with the designated order of preference, the AAA shall appoint the Arbitration Panel. If the parties fail to agree on any of the persons named, or if acceptable arbitrators are

unavailable to serve, or if the appointment cannot otherwise be made from the List, the AAA shall have authority to make the appointments from its national roster of arbitrators.

- (c) The Arbitration Panel chosen shall designate one (1) arbitrator as chairperson. If the Arbitration Panel is unable, within three (3) days following selection, to designate a chairperson, then the AAA shall designate such chairperson.
- (d) A vacancy (i.e., an arbitrator who becomes unavailable or experiences a conflict of interest after appointment) shall be filled by the AAA in accordance with the provisions set forth in R-10-a and R-10-b.

R-11. Notice to Arbitrator of Appointment

Notice of the appointment shall be sent to the arbitrators by the AAA, together with a copy of these LPGA Procedures, and the signed acceptance of the arbitrators shall be filed with the AAA prior to the preliminary hearing.

R-12. Disclosure and Challenge Procedure

Any person appointed as an arbitrator shall disclose to the AAA any circumstance likely to affect impartiality or independence, including any bias or any financial or personal interest in the result of the arbitration or any past or present relationship with the parties or their representatives. The AAA shall immediately communicate this information to the parties. Both parties shall have three (3) business days to object to the continued service of an arbitrator. Upon objection of a party to the continued service of an arbitrator, the AAA shall promptly determine whether the arbitrator should be disqualified and shall inform the parties of its decision, which shall be conclusive and binding.

R-13. Communication with Arbitrator

No party and no one acting on behalf of a party shall communicate with an arbitrator or a candidate for arbitrator about any aspect of the arbitration, except in the presence (physical or virtual) of the other party, or in a writing copied to the other party. Unless the parties agree otherwise or the Arbitration Panel so directs, all communications from the parties to an arbitrator shall be sent to the AAA for transmittal to the Arbitration Panel.

R-14. Preliminary Hearing

- (a) The Arbitration Panel shall schedule a preliminary hearing with the parties and/or their representatives no later than ten (10) business days after constitution of the Arbitration Panel. The preliminary hearing shall be conducted by telephone.
- (b) During the preliminary hearing, the parties and the Arbitration Panel shall discuss the future conduct of the case, including clarification of the issues, charges and defenses,

exchange of information, a schedule for the hearings and any other relevant preliminary matters.

- (c) The Arbitration Panel may require, if it deems appropriate, written briefs from both parties. If written briefs are required, the Arbitration Panel shall issue directions in connection with such briefs. As a general rule, subject to modification by the Arbitration Panel, the LPGA shall submit one (1) written brief, stating the charge, basis for charge, and the penalty sought to be imposed, to the AAA within 30 days of Provisional Suspension. The Player shall submit one (1) response brief, including an answer to the LPGA charge and any applicable defenses, to the AAA within 60 days of Provisional Suspension. Five (5) business days after submission of the response brief, no party may raise any new claim or defense without consent from the other party.

R-15. Exchange of Information

- (a) At the request of any party or at the discretion of the Arbitration Panel, consistent with the expedited nature of arbitration, the Arbitration Panel may direct (i) the production of documents and other information, and (ii) the identification of any witnesses to be called.
- (b) The party seeking information bears the burden of establishing entitlement to the information. Parties directed to produce information shall do so within 45 days after the Provisional Suspension unless new evidence is discovered which by due diligence could not have been discovered within such time, in which case information shall be exchanged as soon as discovered. The Arbitration Panel is authorized to resolve any disputes concerning the exchange of information, which should be resolved no later than fourteen (14) business days prior to the hearing.
- (c) The Arbitration Panel cannot compel the LPGA to disclose any confidential information about Players who are not parties to the arbitration, including information about any other Player's drug testing results or medical waiver applications. However, on request of the Arbitration Panel or a party, the LPGA shall produce copies of prior Arbitration Panel and CAS decisions relating to the Program, with all information directly or indirectly identifying the charged Player redacted.
- (d) Unless otherwise agreed by the parties or ordered by the Arbitration Panel, at least seven (7) business days prior to the hearing, the parties shall exchange copies of all exhibits and written evidence (including list of witnesses to be called and one (1) or two (2) paragraphs summarizing the subject matter of each witness' testimony) they intend to submit at the hearing. After such exchange, the parties shall not be authorized to produce further information at the hearing, except by mutual agreement or if the Arbitration Panel so permits on the basis of exceptional circumstances.

R-16. Time Parameters for Arbitration Hearing

Except as may be mutually agreed by the parties or upon the request of a single party for good cause as may be determined by the Arbitration Panel, the hearing shall be completed within 90

days of the LPGA's issuance of the Provisional Suspension. On good cause shown by either party, the Arbitration Panel may extend the 90-day time limit; provided, however that absent extraordinary circumstances said extension shall not exceed 60 days. A party or parties causing a postponement of a hearing may be charged a postponement fee, as set forth in the AAA administrative fee schedule. Hearings shall be closed to the public. The arbitrators and AAA shall maintain the privacy and confidentiality of the hearings.

R-17. Attendance at Hearings and Absence

- (a) Only the parties and their representatives are entitled to attend the entire hearing. Witnesses offering admissible testimony are entitled to attend the hearing to offer testimony, but shall be excluded from other portions of the hearing at the discretion of the Arbitration Panel. However, unless the interests of justice require otherwise, the Arbitration Panel shall permit expert witnesses to attend the full hearing in order to advise the parties and their representatives. If the parties agree, or the Player charged with a doping offense requests and the Arbitration Panel agrees, hearings may be conducted telephonically.
- (b) The arbitration may proceed in the absence of any party or representative who, after due notice, fails to appear or respond. An award shall not be made solely on the default of a party. The Arbitration Panel shall require the party who is present to submit sufficient evidence to justify an award.

R. 18. Legal Representation

The Player has the right to be represented by counsel, retained at her own expense. A Player intending to be so represented shall notify the LPGA and the AAA of the name, address, and telephone numbers of the representative within three (3) days following retention of said legal representative.

R-19. Oaths

Following appointment, each arbitrator may take an oath of office and, if required by law, shall do so. The Arbitration Panel may require witnesses to testify under oath administered by any duly qualified person and, if it is required by law or requested by any party, shall do so.

R-20. Stenographic Record

The LPGA shall make arrangements directly with a stenographer for attendance at the hearing, but not preliminary, interim, or post hearing proceedings, if any. The LPGA shall provide a copy of the hearing transcript to the player, at no charge.

R-21. Official Language of Proceedings and Interpreters

The proceedings shall be conducted in, and the Arbitration Panel's decision shall be issued in English. The Player has a right to an interpreter at the hearing, at her own cost and expense and by her own arrangement.

R-22. Conduct of Hearing

- (a) The chairperson shall issue directions with respect to the hearing and set the hearing date.
- (b) There shall be one (1) hearing during which the Arbitration Panel hears the parties and witnesses as well as the parties' final oral arguments. The LPGA shall first present evidence to support its charge(s). The Player shall then present evidence to support its defense. The Arbitration Panel has the discretion to allow rebuttal testimony, provided that the parties are treated with equality and that each party has the right to be heard and is given a fair opportunity to present its case. Witnesses for each party shall also submit to questions from the Arbitration Panel and the adverse party. The parties may agree to waive oral hearings in any case.
- (c) The hearings for multiple contemporaneous offenses, pursuant to Section K-5 of the Program, may be consolidated into one (1) hearing, at the discretion of the Arbitration Panel or upon the agreement of the LPGA and the Player charged with a doping offense.

R-23. Evidence and Witnesses

- (a) The Player has the right to respond to charges and present evidence, including the right to call witnesses in her defense and question witnesses against her. The parties may offer such evidence as is relevant and material to the dispute and shall produce such evidence, to be filed with the AAA for transmission to the Arbitration Panel, as the Arbitration Panel may deem necessary to an understanding and determination of the doping allegation. Conformity to legal rules of evidence shall not be necessary. All evidence shall be taken in the presence of the Arbitration Panel and all parties, except where any of the parties is intentionally absent, in default or has waived the right to be present. Upon application to and approval by the Arbitration Panel, the Arbitration Panel may accept testimony in person, by telephone or other electronic device, or by written submission (under oath or otherwise). The Arbitration Panel shall adhere to applicable principles of legal privilege.
- (b) The party requesting witnesses shall be responsible for the availability and costs of its witnesses.
- (c) Hearings conducted pursuant to these LPGA Procedures shall incorporate the proofs and evidentiary standards (including, but not limited to, Section E) of the Protocol.

R-24. Closing of Hearing

The Arbitration Panel shall specifically inquire of all parties whether they have any further proofs to offer or witnesses to be heard. Upon receiving negative replies or if satisfied that the record is complete, the Arbitration Panel shall declare the hearing closed. If briefs are to be filed, the hearing shall be declared closed as of the final date set by the arbitrator for the receipt of briefs. The time limit within which the Arbitration Panel is required to make the award shall commence, in the absence of other agreements by the parties, upon the closing of the hearing.

R-25. Reopening of Hearing

The hearing may be reopened on the Arbitration Panel's initiative, or upon application of a party, at any time before the award is made. If reopening the hearing would prevent the completion of the hearing process specified in R-16, the matter may not be reopened unless the parties agree on an extension of time. In any case, the Arbitration Panel shall have ten (10) business days from the closing of the reopened hearing within which to make an award.

R-26. Waiver of Rules

Any party who proceeds with the arbitration after knowledge that any provision or requirement of these LPGA Procedures has not been complied with and who fails to state an objection in writing or orally in a recorded hearing shall be deemed to have waived the right to object.

R-27. Majority Decision

The decision of any two (2) arbitrators on any issue shall be conclusive of that issue.

R-28. Time of Award

The award shall be made promptly by the Arbitration Panel and, unless otherwise agreed by the parties, no later than ten (10) business days from the date of the closing of hearing.

R-29. Form and Delivery of Award

Any award shall be in writing and signed by a majority of the Arbitration Panel, executed in the manner required by law. In all cases, the Arbitration Panel shall render a reasoned award. The Arbitration Panel shall confidentially provide its written decision to the AAA who should distribute it to the Player (or her legal representative) and the LPGA only. All awards rendered pursuant to this hearing must be held in the strictest confidence by all parties to the proceedings, including the AAA and the Arbitration Panel.

R-30. Modification of Award

Within 20 days after the transmittal of an award, any party, upon notice to the other party, may request the Arbitration Panel, through the AAA, to correct any clerical, typographical, or computational errors in the award. The other party shall be given ten (10) days to respond to the

request. The Arbitration Panel is not empowered to redetermine the merits of any charge already decided. The Arbitration Panel shall dispose of the request within 20 days after transmittal by the AAA to the Arbitration Panel of the request and any response thereto.

R-31. Appeal Rights

Either the LPGA, or the Player subject to an award, may appeal to the CAS any decision of the Arbitration Panel finding that a doping offense has or has not occurred, or any decision imposing a penalty. All appeals shall be handled in accordance with the “General Proceedings” and the “Special Provisions Applicable to the Appeal Arbitration Proceedings” published by the CAS (*see* <http://www.tas-cas.org/en/info/frminf.htm> or <http://www.tas-cas.org>). Appeals to CAS filed under these LPGA Procedures shall be heard in Daytona Beach, Florida, unless the parties mutually agree that another venue would be more appropriate. The AAA shall furnish copies of any initial hearing documents requested by CAS in connection with CAS proceedings. The decisions of CAS shall be final and binding on all parties and shall not be subject to any further review or appeal.

R-32. Applications to Court and Exclusion of Liability

- (a) Notwithstanding the fact that Section J of the Program provides that arbitration is the exclusive dispute resolution mechanism, no judicial proceeding initiated by a party relating to the subject matter of the arbitration shall be deemed a waiver of the party’s right to arbitrate.
- (b) Neither the AAA nor any arbitrator in a proceeding under these LPGA Procedures is a necessary party in judicial proceedings relating to the arbitration.
- (c) Parties to an arbitration under these LPGA Procedures shall be deemed to have consented that judgment upon the arbitration award may be entered in any federal, state, or foreign court having jurisdiction thereof. The AAA shall, upon the written request of a party, furnish to the party, at the party’s expense, certified copies of any papers in the AAA’s possession that may be required in the judicial proceedings relating to the arbitration.
- (d) Neither the AAA nor any arbitrator shall be liable to any party for any act or omission in connection with any arbitration conducted under these LPGA Procedures.

R-33. Interpretation and Application of LPGA Procedures

The Arbitration Panel shall interpret and apply these LPGA Procedures insofar as they relate to the Arbitration Panel’s powers and duties. If a difference arises among the Arbitration Panel concerning the meaning or application of these LPGA Procedures, it shall be decided by a majority vote. If that is not possible, either the Arbitration Panel or a party may refer the question to the AAA for final decision.