

**MAJOR LEAGUE BASEBALL'S
JOINT DRUG PREVENTION AND TREATMENT PROGRAM**

Major League Baseball's Joint Drug Prevention and Treatment Program (the "Program") is established by agreement of the Office of the Commissioner and the Major League Baseball Players Association (the "Commissioner's Office," the "Association" and, jointly, the "Parties") (1) to educate Players on the Major League Clubs' 40-man rosters ("Players") on the risks associated with using Prohibited Substances (defined in Section 2 below); (2) to deter and end the use by Players of Prohibited Substances; and (3) to provide for, in keeping with the overall purposes of the Program, an orderly, systematic, and cooperative resolution of any disputes that may arise concerning the existence, interpretation, or application of this agreement. Except as otherwise provided herein, any dispute arising under this Program shall be subject to resolution through the Grievance Procedure of the Basic Agreement.

1. OVERSIGHT AND ADMINISTRATION

A. Independent Program Administrator

1. Selection and Tenure

(a) The Parties shall jointly select an individual to serve as the Independent Program Administrator ("IPA"). Such individual shall have no affiliation with the Commissioner's Office, any Major League Club or the Association.

(b) The IPA shall be appointed for an initial term commencing with the Effective Date of this Program and ending on December 31, 2010 ("Initial Term"). If neither Party provides written notice to the other by October 31, 2010, of an intention to replace the IPA, the IPA shall serve an additional term of four (4) years ("Subsequent Term"). Thereafter, the IPA shall continue to serve successive four (4) year terms until either Party serves the other with written notice to replace the IPA at least sixty (60) days prior to the expiration of the IPA's term. If the IPA resigns or is removed pursuant to the procedures set forth in sections (c), (d) and (e) below prior to the expiration of the Initial Term or a Subsequent Term, the new IPA shall be appointed for a term that expires on the third December 31 following the appointment.

(c) During the Initial Term or any Subsequent Term, the IPA may be removed for acting in a manner inconsistent with the Program or for misconduct that affects his ability to perform as IPA. A Party shall immediately notify the other (and the Panel Chair) if it believes that grounds exist for the removal of the IPA. The Parties will then jointly serve written notice on the IPA of their intention to remove him. Within seven (7) days of the service on the IPA of the written notice, the Parties shall attempt to agree on an Interim IPA who shall serve until the IPA is reinstated or until a new IPA begins his appointed term. The Interim IPA shall have no affiliation with the Commissioner's Office, any Major League Club or the Association. In the event the Parties are unable to agree on an Interim IPA within the seven (7) day period, they shall present a list of candidates to the Panel Chair by 5:00 p.m. EST on the first business day following the end of the seven (7) day period. Within five (5) days of receipt of the list, the Panel Chair, after consultation with the Parties, will select the Interim IPA.

(d) Within seven (7) days of receipt by the IPA of a written notice of removal, a proceeding before the Arbitration Panel, as defined in Article XI(A)(9) of the Basic Agreement, shall be commenced to determine whether grounds exist for the removal of the IPA. Both Parties and the IPA shall have the right to present evidence to the Arbitration Panel, which shall render a decision within ten (10) days of the close of the hearing.

(e) If the IPA is removed by decision of the Arbitration Panel, the Parties shall have thirty (30) days to attempt to select a successor. If the Parties are unable to select a successor by the 30th day, they shall present a list of candidates to the Panel Chair by 5:00 p.m. EST on the first business day following the end of the 30-day period. Within ten (10) days of receipt of the list, the Panel Chair, after consultation with the Parties, will select the new IPA.

2. The IPA shall have the following duties and responsibilities:

(a) to administer the Program's testing requirements, from the scheduling of the collection of specimens to the reporting of test results to the Parties;

(b) to monitor, maintain and supervise the collection procedures, laboratory analysis and testing protocols set forth in Addendum A hereto;

(c) to audit the results of the Program and to review all aspects of the operation of the Program, including the performance of the Montreal Lab and CDT;

(d) to communicate with the Montreal Lab and CDT regarding the collection, transmission and analysis of urine samples;

(e) to administer the Therapeutic Use Exemption process as set forth in Section 3.G below;

(f) to develop, in consultation with the Parties, education programs supporting the objectives of the Program and consistent with Section 10 below;

(g) to prepare and publicly release a report by December 1 of each year that sets forth the number of tests conducted, the number of adverse analytical findings reported by the laboratory that resulted in discipline, the substances involved in the adverse analytical findings that resulted in discipline, the number of non-analytical positives that resulted in discipline, and the number of Therapeutic Use Exemptions broken down by category of medication (ADD/ADHD, hypertension, etc.). In addition, in April 2011, and at the end of each Initial Term and Subsequent Term thereafter, the IPA shall prepare and publicly release a report that sets forth the total number of in-season tests and off-season tests conducted during the previous three or four years (as the case may be);

(h) to take any and all other reasonable actions necessary to ensure the proper administration of the Program and confidentiality of Program records.

3. The IPA shall have no authority to discipline Players for violations of this Program. All such authority shall repose in the Commissioner's Office. Other than with respect to determinations made under Sections 3.E.2, 3.E.3 and 3.G, the IPA shall have no authority to investigate or make findings with respect to possible violations of this Program.

4. Other than as expressly authorized in this Program, the IPA shall discuss the Program and its operation only with representatives of the Parties.

B. Treatment Board

1. The Treatment Board shall be responsible for supervising the treatment of Players who are on the Clinical or Administrative Track due to involvement or suspected involvement with a Drug of Abuse as defined in Section 2.A below.

2. The Treatment Board shall be composed of one medical representative ("Medical Representative") from each of the Parties (each of whom shall be a licensed physician expert in the diagnosis and treatment of chemical use and abuse problems), and one other representative ("Party Representative") from each of the Parties (each of whom shall be a licensed attorney). The respective representatives shall be appointed and removed by the Commissioner's Office or the Association at will and shall not serve a minimum term.

3. The Treatment Board shall endeavor to reach a unanimous decision with respect to all matters committed to it. When a unanimous decision cannot be reached, a majority decision shall govern. When a majority decision cannot be reached, the Party Representatives shall jointly appoint, on an ad hoc basis, a fifth member of the Treatment Board (the "Fifth Member"), who shall cast the decisive vote with respect to the matter at issue. The Party Representatives shall, absent circumstances beyond their control, appoint a Fifth Member within 48 hours of being unable to reach a majority decision.

4. The Treatment Board shall have the following duties and responsibilities:

(a) to determine a Player's placement on either the Clinical or Administrative Track as set forth in Section 4;

(b) to create, or participate in creating, individualized programs for Players ("Treatment Programs"), when appropriate; and

(c) to monitor and supervise the progress of Players on Treatment Programs.

C. Collection Services

For the term of this Agreement, Comprehensive Drug Testing, Inc. ("CDT") will collect urine samples under the Program and will be responsible for the transport of such specimens.

D. Laboratory Analysis

For the term of this Agreement, laboratory analysis under the Program shall be performed by the World Anti-Doping Agency certified laboratory known as Laboratoire de Controle du Dopage (IRNS – Institut Armand-Frappier) in Montreal, Quebec, Canada (the "Montreal Lab").

E. Medical Testing Officer

1. The Director of the Montreal Lab shall be the Medical Testing Officer and shall conduct all of the testing of Player samples collected pursuant to Section 3 below.

2. The Medical Testing Officer shall also make the determinations called for in Section 3.F of the Program and, by notification to the IPA, shall advise on other scientific issues associated with the testing required by the Program; provided, however, that, unless jointly requested by the Parties, the Medical Testing Officer shall not test any sample or substance other than the Player samples collected pursuant to Section 3 below.

F. Annual Review of Program

Within 30 days of the conclusion of the World Series, the Parties will meet with the IPA, the Medical Testing Officer, and a representative from CDT regarding potential changes to the Program based on developments during the most recent year. The Parties shall have an obligation to meet and confer on any recommendations or suggestions offered by the IPA, Medical Testing Officer or CDT representative, or offered by either Party, in an effort to agree on the implementation of those recommendations or suggestions.

2. DRUGS OF ABUSE, PERFORMANCE ENHANCING SUBSTANCES AND STIMULANTS

All Players shall be prohibited from using, possessing, selling, facilitating the sale of, distributing, or facilitating the distribution of any Drug of Abuse, Performance Enhancing Substance and/or Stimulant (collectively referred to as “Prohibited Substances”).

A. Drugs of Abuse

Any and all drugs or substances included on Schedules I and II of the Code of Federal Regulations’ Schedule of Controlled Substances (“Schedule I or Schedule II”), as amended from time to time, shall be considered Drugs of Abuse covered by the Program; provided, however, that the Drugs of Abuse defined as Stimulants in Section 2.C below shall be treated as Stimulants rather than as Drugs of Abuse where expressly indicated in the Program. The following substances and their analogs are covered by the Program as Drugs of Abuse, their Schedule classification notwithstanding:

1. Cocaine
2. LSD
3. Marijuana
4. Opiates (e.g., Heroin, Codeine, Morphine)
5. MDMA (“Ecstasy”)
6. GHB; and
7. Phencyclidine (“PCP”)

B. Performance Enhancing Substances

Any and all anabolic androgenic steroids covered by Schedule III of the Code of Federal Regulations’ Schedule of Controlled Substances (“Schedule III”), as amended from time to time, shall be considered Performance Enhancing Substances covered by the Program. Anabolic androgenic steroids that are not covered by Schedule III but that may not be lawfully obtained or used in the United States (including “designer steroids”) shall also be considered Performance Enhancing Substances covered by the Program. In addition, certain hormones and agents with antiestrogenic activity shall be considered Performance Enhancing Substances covered by the program. The following is a non-exhaustive list of substances that shall be considered Performance Enhancing Substances covered by the Program:

1. Androstenediol
2. Androstenedione
3. Androstenediol
4. Androstenedione
5. Bolasterone
6. Boldenone
7. Boldione
8. Calusterone
9. Clenbuterol

10. Clostebol
11. Danazol
12. Dehydrochloromethyltestosterone
13. Desoxy-methyltestosterone
14. $\Delta 1$ -dihydrotestosterone
15. 4-dihydrotestosterone
16. Drostanolone
17. Ethylestrenol
18. Fluoxymesterone
19. Formebolone
20. Furazabol
21. 13a-ethyl-17a-hydroxygon-4-en-3-one
22. Gestrinone
23. 4-hydroxytestosterone
24. 4-hydroxy-19-nortestosterone
25. Mestanolone
26. Mesterolone
27. Methandienone
28. Methandriol
29. Methenolone
30. Methyltestosterone
31. Mibolerone
32. 17a-methyl- $\Delta 1$ -dihydrotestosterone
33. Nandrolone
34. Norandrostenediol
35. Norandrostenedione
36. Norbolethone
37. Norclostebol
38. Norethandrolone
39. Noretiocholanolone
40. Oxabolone
41. Oxandrolone
42. Oxymesterone
43. Oxymetholone
44. Prostanazol
45. Quinbolone
46. Stanozolol
47. Stenbolone
48. Testolactone
49. Testosterone
50. Tetrahydrogestrinone
51. Trenbolone
52. Any salt, ester or ether of a drug or substance listed above; and
53. Human Growth Hormone ("HGH")
54. Insulin-like Growth Factor (IGF-1), including all isomers of IGF-1 sometimes referred to as Mechano Growth Factors

55. Gonadotrophins (including LH and hCG)
56. Aromatase Inhibitors, including Anastrozole, Letrozole, Aminoglutethimide, Exemestane, Formestane, and Testolactone
57. Selective Estrogen Receptor Modulators, including Raloxifene, Tamoxifen and Toremifene
58. Other Anti-estrogens, including Clomiphene, Cyclophenil, and Fulvestrant

C. Stimulants

The following substances shall be considered Stimulants covered by the Program:

1. Amfepramone (Diethylpropion)
2. Amphetamine
3. Amphetaminil
4. Benzphetamine
5. Chloroamphetamine
6. Chlorphentermine
7. Clobenzorex
8. Clortermine
9. Dimethylamphetamine
10. Ephedrine
11. Ethylamphetamine
12. Famprofazone
13. Fencamfamine
14. Fenethylline
15. Fenfluramine
16. Fenproporex
17. Furfenorex
18. Mefenorex
19. Mesocarb
20. Mephentermine
21. Methylphenidate
22. Modafinil
23. Pemoline
24. Phenpentermine
25. Phentermine
26. Prolintane
27. Phendimetrazine (Phenmetrazine)
28. Propylhexedrine
29. Pyrovalerone; and
30. Selegiline

D. Adding Prohibited Substances to the Program

During the term of this Program, Prohibited Substances may be added to this Section 2 by the agreement of the Parties, except that the addition by the federal

government of a substance to Schedule I, II or III shall automatically result in that substance being added to this Section 2, as a Drug of Abuse, Performance Enhancing Substance or Stimulant, as appropriate.

3. TESTING

A. Performance Enhancing Substances and Stimulants

1. In-Season Testing. During each championship season covered by this Program (which, for purposes of this Section only, shall commence with the first spring training voluntary reporting date and conclude with the final day of the post-season), all Players shall be tested for the presence of Performance Enhancing Substances and Stimulants as follows:

(a) Each Player shall be tested within five days of reporting to spring training. Collections under this Section 3.A.1(a) will be made in conjunction with the Clubs' spring training physicals, to the extent practicable for the collecting entity and taking into consideration the facilities utilized by the Club for its spring training physicals.

(b) All Players will be selected for an additional unannounced test on a randomly selected date.

2. Additional Random Testing. In addition to the testing conducted pursuant to Section 3.A.1 above, an additional 1200 tests shall be conducted of randomly-selected Players at unannounced times for the presence of Performance Enhancing Substances and Stimulants. Of these additional tests, the IPA may conduct tests at unannounced times during the off-season (i.e., the period not covered by the Section 3.A.1 definition of the championship season); provided, however, that any off-season tests shall only be for the presence of Performance Enhancing Substances. The IPA will determine how many tests to conduct during each off-season to serve the purposes of the Program, but shall not conduct, in the aggregate, more than 375 off-season tests pursuant to this Section 3.A.2 during the period commencing with the Effective Date of this Program and ending on the day prior to the first spring training voluntary reporting date for the 2011 championship season, and shall not conduct, in the aggregate, more than 500 off-season tests during each Subsequent Term.

3. Testing for Performance Enhancing Substances and Stimulants ordered by the Treatment Board under Section 3.C below or as part of a Treatment Program established under Section 4.E below may be conducted on a continuing basis when determined by the Treatment Board to be appropriate. Such tests, and the follow-up tests conducted pursuant to Section 5 below, shall not count against the number of tests permitted pursuant to Section 3.A.1 and 3.A.2 above.

4. Testing will be conducted only pursuant to a scientifically-validated urine test. If a scientifically-validated urine test becomes available for a Prohibited Substance, testing will be conducted for that substance. Consistent with the terms of the Program, and unless otherwise specified, the schedule and timing of the testing shall be determined by the IPA. Each Player shall remain subject to additional tests regardless of the number of tests taken by the Player during any calendar year.

B. Drugs of Abuse

Except as set forth in Section 3.A or Section 5.B (as to Stimulants) or Section 3.C or Section 4.E, Players shall not be subject to testing for the use of any Drug of Abuse.

C. Reasonable Cause Testing

In the event that either Party has information that gives it reasonable cause to believe that a Player has, in the previous 12-month period, engaged in the use, possession, sale or distribution of a Prohibited Substance, the Party shall provide the other Party, either orally or in writing, with a description of its information (“Reasonable Cause Notification”), and the Player will be subject to immediate testing or a program of testing, as determined by the IPA, to commence no later than 48 hours after the Reasonable Cause Notification was provided. Notwithstanding the foregoing, if a Party receiving Reasonable Cause Notification disputes the existence of reasonable cause, that Party shall have the right to commence a proceeding before the Panel Chair, as defined in Article XI(A)(9), within 48 hours after receipt of the Reasonable Cause Notification, and the Panel Chair will determine whether reasonable cause exists to subject the Player to testing. No reasonable cause testing of the Player will occur until the completion of the proceeding before the Panel Chair. The proceeding before the Panel Chair may be conducted by conference call at the request of either Party, and shall be completed within 48 hours from the time the Panel Chair was notified of the existence of the dispute. The Panel Chair shall issue his decision within 24 hours of the completion of the proceeding, and if the Panel Chair finds reasonable cause to exist, the testing or testing program, as determined by the IPA, shall commence within 48 hours of his decision.

D. Collection Procedures and Testing Protocols

All testing conducted pursuant to this Program shall be conducted in compliance with the Collection Procedures and Testing Protocols set forth in Addendum A hereto.

E. Positive Test Results

Any test conducted under the Program will be considered “positive” under the following circumstances:

1. Except as set forth in Section 3.F, Section 3.G or Section 9.B below, if any substance identified in the test results meets the levels set forth in the Testing Protocols section of Addendum A hereto.

2. A Player refuses or, without good cause, fails to take a test pursuant to Section 3.A or 3.C, or otherwise engages in activity that prevents the collection of a specimen for testing as contemplated by the Program.

3. A Player attempts to substitute, dilute, mask or adulterate a specimen sample or in any other manner alter a test.

The determination of whether a test is “positive” under Section 3.E.2 and 3.E.3 shall be made by the IPA. The presence of a diuretic or masking agent in a Player’s sample shall result in the Player being re-tested. The presence of a diuretic or masking agent in a Player’s sample shall be treated as a positive test result if the IPA determines that the Player intended to avoid detection of his use of a Prohibited Substance.

F. Multiple Disciplines for the Same Use

Players shall not be subjected to multiple disciplines as a result of the same use of a Prohibited Substance. Whenever a Player alleges that a positive test result under this Program is the result of the same use of a Prohibited Substance that produced a prior positive test result (under either this Program or Major League Baseball’s Minor League Drug Prevention and Treatment Program), the IPA shall refer the matter to the Medical Testing Officer for a determination as to whether, in the Medical Testing Officer’s opinion, the subsequent positive test result was from the same use. The Medical Testing Officer should treat the result as a distinct violation of the Program only if the Medical Testing Officer concludes with reasonable certainty that the subsequent test result was not from the same use of a Prohibited Substance as the prior positive test result. (See Section 9.C.1(b) below).

G. Therapeutic Use Exemption

1. A Player authorized to ingest a Prohibited Substance through a valid, medically appropriate prescription provided by a duly licensed physician shall receive a Therapeutic Use Exemption (“TUE”). To be “medically appropriate,” the Player must have a documented medical need under the standards accepted in the United States or Canada for the prescription in the prescribed dosage. A urine sample which is found to contain a Prohibited Substance will not be deemed a positive test result if such sample was provided by a Player with an effective TUE for that substance. A Player with a TUE for a Prohibited Substance does not violate the Program by possessing or using that substance.

2. A Player seeking a TUE must notify, or cause the issuing physician to notify, the IPA of the existence of the prescription. Whenever requested to do so by the IPA, the Player shall provide, or cause the issuing physician to provide, documentation supporting the issuance of the prescription. If the issuing physician is not duly licensed in the United States or Canada, the IPA shall request that the Player provide such documentation. The IPA shall notify the Player and counsel for the Association of any request for documentation.

Following his/her review of such documentation and, if necessary, consultation with an expert in the area covered by the prescription, the IPA shall determine whether to grant the TUE. The IPA shall report that determination to the Player and to the Parties and, in the event of a denial, forward to the Parties the documentation received and all other material reviewed in reaching that determination. (See Section 9.C.1(c) below.)

3. A TUE shall be effective from the date the Player notified, or caused the issuing physician to notify, the IPA of the existence of the prescription involved, and shall not be effective for any use or possession of a Prohibited Substance prior to that date. A Player who is determined not to qualify for a TUE may not challenge a determination that he violated the Program by contending, in connection with a “no fault or negligence” defense or otherwise, that he believed he would qualify or had qualified for a TUE; however, a Player is not otherwise precluded from introducing evidence of medical treatment in support of such a challenge.

H. Notification

The IPA shall notify the Parties immediately upon receipt of a positive test result. Subject to Sections 6, 7 and 9 below, the Parties shall immediately notify the Player and the Club of a Player’s positive result from a test conducted pursuant to Section 3.A.

4. EVALUATION AND TREATMENT FOR DRUGS OF ABUSE

A. Track Placement

A Player who enters this Program as a result of the use or suspected use of a Drug of Abuse as defined in Section 2.A above (including Stimulants) shall be placed on either the Clinical Track or the Administrative Track, consistent with the terms of this Section 4.

B. Clinical Track

1. Except as set forth in Section 4.C below, all Players who enter the Program as a result of the use or suspected use of a Drug of Abuse shall be automatically placed on the Clinical Track.

2. A Player shall automatically be moved to the Administrative Track and be subject immediately to the discipline set forth in Section 8 below if he is convicted or pleads guilty (including a plea of *nolo contendere* or a similar plea, but not including an adjournment contemplating dismissal or a similar disposition) to the possession or use of (including a criminal charge of conspiracy or attempt to possess or use) any Prohibited Substance or participates in the sale or distribution of any Prohibited Substance.

3. In all other events, the Treatment Board shall have the discretion to transfer a Player from the Clinical Track to the Administrative Track. The Treatment Board shall not move a Player to the Administrative Track solely on the basis that the Player is in an in-patient treatment program.

4. The act of transferring a Player from the Clinical to the Administrative Track shall not be considered discipline. A Player may be subject to immediate discipline at the time he is transferred from the Clinical to the Administrative Track.

C. Administrative Track

A Player shall be automatically placed on the Administrative Track if:

1. Subject to Section 9.C below, that Player tests positive under a test conducted pursuant to Section 3.A. or Section 3.C, above; or
2. The Treatment Board determines that Player has failed to cooperate in his Initial Evaluation (as defined in Section 4.D below); or
3. The Treatment Board determines that Player has failed to comply with his Treatment Program (as defined in Section 4.E below); or
4. Pursuant to Section 8 below, that Player is subject to discipline.

Other than in the case of a first positive test for a Stimulant, the Commissioner's Office shall notify the Club's General Manager when a Player is placed on or moved to the Administrative Track.

D. Initial Evaluation

A Player who is referred to the Treatment Board due to the use or suspected use of a Drug of Abuse shall receive an evaluation from the Medical Representatives (the "Initial Evaluation"). The purpose of the Initial Evaluation is to ascertain whether the Player shall enter the Program and, if so, the type of Treatment Program that, in the opinion of the Treatment Board, would be most effective for the Player involved. The Initial Evaluation shall include at least one meeting between the Player and one or both of the Medical Representative(s). After the first meeting, the Medical Representative(s) may determine that additional meetings and/or a medical examination, including a toxicology examination, is necessary to complete the Initial Evaluation.

If the Treatment Board determines that a Player has failed to cooperate in his Initial Evaluation, the Player shall be subject to immediate discipline, as if the Player has violated a Treatment Program for the first time (see Section 8.A.1(a)). If the Treatment Board fails to reach a majority vote on whether a Player has failed to cooperate, the Fifth Member shall cast the

deciding vote and shall base his/her determination on a “reasonable cause” standard and shall not be permitted to consider or rely upon past practice.

E. Treatment Program

After concluding the Initial Evaluation, and consulting with the other Treatment Board members, the Medical Representatives shall determine whether the Player shall be placed in the Program. If the Player is placed in the Program, the Medical Representatives shall prescribe a Treatment Program for the Player. In devising the Treatment Program, the Medical Representatives may consult with other treating physicians or experts in the field and, unless the Treatment Board agrees otherwise, may not divulge the Player’s name. The Treatment Program may include any or all of the following: counseling, inpatient treatment, outpatient treatment and follow-up testing. The Medical Representatives must inform the Player of the initial duration and content of the Treatment Program. During the course of the Player’s Treatment Program, the Medical Representatives may change the duration (either longer or shorter) and the content of the Treatment Program, depending on the Player’s progress. The Treatment Program may, upon determination by the Medical Representatives, be administered by someone other than the Medical Representatives (including a Club’s EAP and/or physician), but the Medical Representatives shall maintain overall supervision of the Program and receive regular updates on the Player’s progress from the treating professionals to whom administration of the Treatment Program may have been delegated.

If the Treatment Board determines that a Player has failed to comply with his Treatment Program, the Player shall be subject to immediate discipline (see Section 8.A.1(a)). If the Treatment Board fails to reach a majority vote on whether a Player has failed to comply with his Treatment Program, the Fifth Member shall cast the deciding vote and shall base his/her determination on a “reasonable cause” standard and shall not be permitted to consider or rely upon past practice.

F. Salary Retention

A Player shall be entitled to salary retention, over the course of his career, for the first 30 days he is required, under a Treatment Program, to be in inpatient treatment, or outpatient treatment necessitating his absence from the Club. A Player shall be entitled to one-half salary retention, over the course of his career, for the 31st through 60th days he is required, under a Treatment Program, to be in inpatient treatment, or outpatient treatment necessitating his absence from the Club. A Player shall not be entitled to salary retention, over the course of his career, for any period beyond the 60th day in the event he is required, under a Treatment Program or otherwise, to be in inpatient treatment or outpatient treatment necessitating his absence from the Club.

5. FOLLOW-UP TESTING

A Player who has tested positive, pursuant to a test administered under the Program, for a Performance Enhancing Substance or a Stimulant shall be subject to the following mandatory follow-up testing program, administered by the IPA:

- A. Performance Enhancing Substances – three unannounced tests over the 12 months following the test that resulted in the follow-up testing;
- B. Stimulants – six unannounced tests over the 12 months following the test that resulted in the follow-up testing.

Follow-up testing shall be in addition to any testing conducted pursuant to Section 3 above or, with regard to Stimulants, any testing ordered by the Treatment Board pursuant to Section 4.E above as part of a Treatment Program. A positive test result from any follow-up test shall be treated as any other positive test result from a test conducted pursuant to Section 3.A above, including for disciplinary purposes. Follow-up testing shall be for the presence of Performance Enhancing Substances and Stimulants, and not for other Drugs of Abuse.

6. CONFIDENTIALITY

The confidentiality of the Players' participation in the Program is essential to the Program's success. To best ensure that confidentiality is protected in all aspects of the Program's operation, the Parties agree to the following confidentiality provisions:

A. Except as provided in Section 7 below, the Commissioner's Office, the Association, the Treatment Board, the IPA, the Medical Testing Officer, Club personnel, and all of their members, affiliates, agents, consultants and employees, are prohibited from publicly disclosing information about an individual Player's test results or testing history, Initial Evaluation, diagnosis, Treatment Program (including whether a Player is on either the Clinical or Administrative Track), prognosis or compliance with a Treatment Program. Notwithstanding the foregoing, nothing in this Section 6 or in Section 7 below would prohibit the IPA from issuing the reports contemplated by Section 1.A.2(g) above or the Commissioner's Office or the Association from providing a summary of the results of tests conducted pursuant to this Program (including the number of tests conducted and the number of positives broken down by Prohibited Substance) to a Congressional committee (or other legislative body with appropriate jurisdiction) requesting such information pursuant to a subpoena or other investigative effort, provided that the annual report or the summary provided by one or more of the Parties does not disclose the name(s) (or other identifying characteristics) of any particular Player(s).

B. Testing records shall be maintained in accordance with the procedures set forth in Addendum B.

C. For purposes of this Section 6, a "governmental investigation" shall mean any subpoena issued, warrant obtained, or other investigative effort employed by any governmental body (including a court acting at the request of a private party) with the intention of securing information relating to the drug test results of a particular Player or particular Players (as opposed to the summary information referenced in Section 6.A above). Notwithstanding the foregoing, any such subpoena, warrant or other effort to secure information (i) that is supported by individualized probable cause regarding a particular Player or Players, and (ii) in which the evidence supporting such cause did not arise from the operation of this Program, and (iii) in

which the information requested or obtained relates only to that particular Player or those particular Players shall not be considered a “governmental investigation” within the meaning of this Section 6. Moreover, a subpoena issued by a court at the request of a private party shall not be considered a “governmental investigation” unless a court has issued an order requiring compliance with the subpoena or otherwise requiring the disclosure of the drug test results of a particular Player or particular Players.

D. Either Party shall notify the other upon learning of a governmental investigation. Both Parties shall resist any governmental investigation by all reasonable and appropriate means including, when necessary, initiation and prosecution of legal proceedings. In addition, the Parties will also use all reasonable means to resist any effort by a private party to obtain confidential information about the testing program through civil litigation, including but not limited to the filing of a motion to quash in the appropriate court. The Parties shall divide equally the costs incurred in connection with such efforts to resist and shall confer as to other aspects of their efforts.

E. Unless the Parties agree otherwise, all testing pursuant to Sections 3.A.1 and 3.A.2 above shall be suspended immediately upon the Parties’ learning of a governmental investigation. Such a suspension will remain in effect until the governmental investigation is withdrawn, or until the Parties have successfully resisted the governmental investigation at the trial court level, or until the Parties otherwise agree to resume testing. If the Parties have successfully resisted an investigation at the trial court level, and that decision thereafter is set aside by an appellate court, all testing pursuant to Section 3.A.1 and 3.A.2 shall again be suspended. If a suspension is in place for 12 months consecutively, either Party may reopen the Program by providing notice within 20 days thereafter. The Program will remain in effect for 30 days after such notice to reopen is provided.

7. DISCLOSURE OF PLAYER INFORMATION

A. Disclosure of Information

1. A Club whose Player is on the Clinical Track is prohibited from disclosing any information regarding a Player’s participation in the Program to the public, the media or other Clubs. Notwithstanding this prohibition, a Club is permitted to discuss a Player’s Treatment Program progress with another Club that is interested in acquiring such Player’s contract if the Club receives the Player’s prior written consent to the release of his Treatment Program history.

2. Any and all information relating to an Administrative Track Player’s involvement in a Treatment Program, including but not limited to the fact or the results of any Prohibited Substance testing to which the Player may be subject, the details of his Treatment Program and his progress there under, and any disciplinary fines imposed upon the Player by the Commissioner shall remain strictly confidential. Notwithstanding the foregoing, if the Player is suspended by the Commissioner, pursuant to Section 8 below, the suspension shall be entered in the Baseball Information System as a suspension for a specified number of days for a violation of this Program, and the only public comment from the Club or the

Commissioner's Office shall be that the Player was suspended for a specified number of days for a violation of this Program. If the Player has tested positive for a Prohibited Substance, the category of Prohibited Substance (i.e., Drug of Abuse, Performance Enhancing Substance or Stimulant) for which he tested positive may also be disclosed by the Commissioner's Office. If the Player's suspension is for a violation of Section 3.E.2 or 3.E.3, the Commissioner's Office may so disclose.

In addition, other than in the case of a first positive test for a Stimulant, the Commissioner's Office may, without a Player's consent, disclose the Player's status on the Administrative Track, including a Player's likely availability to his Club, and/or the reason for any discipline imposed on the Player to the General Manager of the Player's Club, who shall keep such information confidential, except that the General Manager, and only he, may disclose such information to the General Manager of a Club that has expressed an interest in acquiring such Player's contract via assignment, and that General Manager also shall keep such information confidential.

3. Decisions of the Arbitration Panel, and the record of proceedings before the Panel in matters arising under the Program, shall not be disclosed by the Parties, other than to their respective constituents (and with instructions that prohibit further disclosure), unless the Parties agree or the Panel directs otherwise. (See also Section 9.C below.)

4. Notwithstanding anything to the contrary in the Program, either Party may disclose publicly details of a Player's test results, testing history and/or the Player's challenge to discipline imposed pursuant to Section 8 below to the extent necessary to respond to any inaccurate or misleading claims by that Player that could undermine the integrity and/or credibility of the Program.

B. Method of Providing Information

Any information authorized to be provided to General Managers pursuant to this Section 7 shall be provided by the Commissioner's Office with the Association's prior agreement or, if the Parties agree, by the IPA.

8. DISCIPLINE

A. Player Fails to Comply with Treatment Program

1. If the Treatment Board determines by joint decision (or by a Fifth Member vote, if necessary) that a Player has failed to comply with his Treatment Program, and if the Player is either already on the Administrative Track or, as a result of such failure to comply, is placed on the Administrative Track, that information shall be disclosed to the Commissioner and the Player shall be subject to the following discipline by the Commissioner:

- (a) First failure to comply (including failure to comply resulting in placement on Administrative Track): at least a 15-game but not more than a 25-game suspension;
- (b) Second failure to comply: at least a 25-game but not more than a 50-game suspension;
- (c) Third failure to comply: at least a 50-game but not more than a 75-game suspension;
- (d) Fourth failure to comply: at least a one-year suspension; and
- (e) Any subsequent failure to comply by a Player shall result in the Commissioner imposing further discipline on the Player. The level of the discipline will be determined consistent with the concept of progressive discipline.

B. Player Tests Positive for a Performance Enhancing Substance

1. First positive test result: a 50-game suspension;
2. Second positive test result: a 100-game suspension; and
3. Third positive test result: permanent suspension from Major League and Minor League Baseball; provided, however, that a Player so suspended may apply, no earlier than one year following the imposition of the suspension, to the Commissioner for discretionary reinstatement after a minimum period of two years. The Commissioner shall hear any such reinstatement application within 30 days of its filing and shall issue his determination within 30 days of the closing of the application hearing. A Player may challenge the Commissioner's determination on such application under the Grievance Procedure set forth in Article XI and any such challenge may include a claim that a suspension beyond two years would not be for just cause; provided, however, that the Arbitration Panel shall have no authority to reduce any suspension imposed pursuant to this Section 8.B.3 to a period of less than two years.

C. Player Tests Positive for a Stimulant

1. First positive test result: follow-up testing pursuant to Section 5 above;
2. Second positive test result: a 25-game suspension;
3. Third positive test result: an 80-game suspension; and
4. Fourth and subsequent positive test result: a suspension for just cause by the Commissioner, up to permanent suspension from Major League and Minor

League Baseball, which penalty shall be subject to challenge before the Arbitration Panel.

D. Conviction for the Possession or Use of Prohibited Substance

A Player who is convicted or pleads guilty (including a plea of *nolo contendere* or similar plea but not including an adjournment contemplating dismissal or a similar disposition) to the possession or use of any Prohibited Substance (including a criminal charge of conspiracy or attempt to possess or use) shall be subject to the following discipline:

1. For a first offense: at least a 60-game but not more than an 80-game suspension, if the Prohibited Substance is a Performance Enhancing Substance, or at least a 15-game but not more than a 30-game suspension, if the Prohibited Substance is a Drug of Abuse (including a Stimulant);
2. For a second offense: at least a 120-game but not more than a one-year suspension, if the Prohibited Substance is a Performance Enhancing Substance, or at least a 30-game but not more than a 90-game suspension, if the Prohibited Substance is a Drug of Abuse (including a Stimulant);
3. For a third offense involving a Performance Enhancing Substance: permanent suspension from Major League and Minor League Baseball; provided, however, that a Player so suspended may apply, no earlier than one year following the imposition of the suspension, to the Commissioner for discretionary reinstatement after a minimum period of two years. The Commissioner shall hear any such reinstatement application within 30 days of its filing and shall issue his determination within 30 days of the closing of the application hearing. A Player may challenge the Commissioner's determination on such application under the Grievance Procedure set forth in Article XI and any such challenge may include a claim that a suspension beyond two years would not be for just cause; provided, however, that the Arbitration Panel shall have no authority to reduce any suspension imposed pursuant to this Section 8.D.3 to a period of less than two years; and
4. If the Prohibited Substance is a Drug of Abuse (including a Stimulant), a third offense shall result in a one-year suspension, and any subsequent offense shall result in a suspension for just cause by the Commissioner, up to permanent suspension from Major League and Minor League Baseball, which penalty shall be subject to challenge before the Arbitration Panel.

E. Participation in the Sale or Distribution of a Prohibited Substance

A Player who participates in the sale or distribution of a Prohibited Substance shall be subject to the following discipline:

1. For a first offense: at least an 80-game but not more than a 100-game suspension, if the Prohibited Substance is a Performance Enhancing Substance, or at least a 60-game but not more than a 90-game suspension, if the Prohibited Substance is a Drug of Abuse (including a Stimulant);
2. For a second offense involving a Performance Enhancing Substance: permanent suspension from Major League and Minor League Baseball; provided, however, that a Player so suspended may apply, no earlier than one year following the imposition of the suspension, to the Commissioner for discretionary reinstatement after a minimum period of two years. The Commissioner shall hear any such reinstatement application within 30 days of its filing and shall issue his determination within 30 days of the closing of the application hearing. A Player may challenge the Commissioner's determination on such application under the Grievance Procedure set forth in Article XI and any such challenge may include a claim that a suspension beyond two years would not be for just cause; provided, however, that the Arbitration Panel shall have no authority to reduce any suspension imposed pursuant to this Section 8.E.2 to a period of less than two years; and
3. If the Prohibited Substance is a Drug of Abuse (including a Stimulant), a second offense shall result in a two-year suspension, and any subsequent offense shall result in disciplinary action for just cause by the Commissioner, up to permanent suspension from Major League and Minor League Baseball, which penalty shall be subject to challenge before the Arbitration Panel.

F. Marijuana

A Player on the Administrative Track for the use or possession of marijuana shall not be subject to suspension. The Player will be subject to fines, which shall be progressive and which shall not exceed \$25,000 for any particular violation. Notwithstanding the foregoing, a Player who participates in the sale or distribution (as those terms are used in the criminal code) of marijuana will be subject to the discipline set forth in Section 8.E above.

G. Other Violations

1. For purposes of the penalties in Sections 8.B and 8.C above, a positive test result reported prior to the first 2006 spring training voluntary reporting date shall not be considered in determining the number of times that a Player has tested positive under the Program.
2. A Player may be subjected to disciplinary action for just cause by the Commissioner for any Player violation of Section 2 above not referenced in Section 8.A through 8.F above.

H. Suspensions

1. For purposes of this Section 8, a “game” shall include all championship season games, the All-Star Game and post-season games in which the Player would have been eligible to play, but shall not include spring training games. For a Player whose contract has been assigned to the Minor Leagues, a “game” shall include all Minor League regular season games for which he would have been eligible to play. A Player shall be deemed to have been eligible to play in the All-Star Game if he was elected or selected to play; the Commissioner’s Office shall not exclude a Player from eligibility for election or selection because he is suspended under the Program. A Player shall be deemed to have been eligible for a post-season game if he was on the Club’s active roster (as that term is used in Article XV(E)(1)) immediately preceding his suspension; a Player on a Club’s Disabled List immediately preceding his suspension shall be deemed to have been eligible for a post-season game if it is reasonable to conclude that he would have been eligible but for his suspension. A Player whose suspension begins during (or extends into) the off-season shall begin (or resume) serving his suspension with the next “game” for which he otherwise would have been eligible to play.

2. All suspensions imposed pursuant to this Section 8 shall be without pay. The number of days of pay a Player shall lose while suspended shall equal the number of games (including the All-Star Game but excluding post-season games) for which he is suspended, regardless of the number of days that he is on the Restricted List as a result of the suspension. (In addition, a Player whose suspension includes a majority of his Club’s post-season games and who, by operation of Major League Rule 45(b)(3), would be entitled to a full share of the Players’ Pool created pursuant to Article X, shall have his share reduced by the proportion of his Club’s regular season games he missed due to the suspension.) During the term of his suspension, a Player may consent to an assignment to a Minor League affiliate of his Club under the terms of Article XIX(C)(1) and (3), except as modified above with respect to salary and except that such assignment shall not exceed five (5) days (eight (8) days for pitchers) for a Player suspended for a period of 25 games or less, and shall not exceed ten (10) days (16 days for pitchers) for a Player suspended for a period of between 26 and 50 games.

I. Placement on and Reinstatement from Restricted List

A Player shall be placed on the Restricted List during the term of any suspension imposed under this Section 8. A Player suspended under this Section 8 shall receive Major League Service while suspended. Notwithstanding Major League Rule 16(a), a Player suspended under this Section 8 shall be reinstated from the Restricted List immediately at the conclusion of the specified period of ineligibility.

J. Completion of Minor League Discipline

A Player suspended under Major League Baseball’s Minor League Drug Prevention and Treatment Program (“Minor League Program”) who is selected to or otherwise placed on a 40-man roster before such suspension is complete shall be suspended at the Major League level for

the lesser of: (a) the remainder of the suspension imposed under the Minor League Program or (b) the difference between the maximum penalty that could have been imposed under this Major League Program (had each of the Player's violations occurred while he was on a 40-man roster) and the number of games already served by the Player at the Minor League level. A Player who tests positive under the Minor League Program or has otherwise violated the Minor League Program and who is not notified of that positive test result or of the violation until after his promotion to a 40-man roster shall be treated as if the Player tested positive under or violated the Major League Program. Except as provided in this Paragraph J, a violation of the Minor League Program shall not be considered as a violation of this Major League Program for any purpose under this Section 8.

K. Multiple Substances

1. If a single sample is positive (within the meaning of Section 3.E.1) for both a Performance Enhancing Substance and a Drug of Abuse (including a Stimulant), the Player shall serve the longer applicable suspension only. In the event of any subsequent positive test result for either a Performance Enhancing Substance or a Drug of Abuse (including a Stimulant), however, the Player shall be treated as if he has been disciplined for both positive tests separately.
2. A Player who violates Section 3.E.2 shall be considered to have tested positive for the category of Prohibited Substance that, given his testing history, will result in the longest suspension. A violation of Section 3.E.2 shall be considered a prior offense only if the Player subsequently tests positive for that category of Prohibited Substance.
3. A Player who violates Section 3.E.3 shall be considered to have tested positive for the category of Prohibited Substance that, given his testing history, will result in the longest suspension. Such a violation shall be considered a prior offense only if the Player subsequently tests positive for that category of Prohibited Substance. Notwithstanding the preceding sentence, if the Player can demonstrate by clear and convincing evidence that his conduct was not related to the category of Prohibited Substance for which he was considered to have tested positive, he shall be considered to have tested positive for the category of Prohibited Substance for the use of which he was attempting to avoid detection. Such a violation shall be considered a prior offense only if the Player subsequently tests positive for the category of Prohibited Substance for the use of which the Player was attempting to avoid detection. If a Player demonstrates that he was attempting to avoid detection of a Stimulant, and he has never previously tested positive for a Stimulant, he shall be suspended for 25 games, but he shall be considered to have only one prior offense should he subsequently test positive for a Stimulant.

L. Exclusive Discipline

All authority to discipline Players for violations of the Program shall repose with the Commissioner's Office. No Club may take any disciplinary or adverse action against a Player (including but not limited to a fine, suspension, or any adverse action pursuant to a Uniform Player's Contract) because of a Player's violation of the Program. Nothing in this Section 8.L is

intended to address whether (i) a Club may take adverse action in response to a Player's failure to render his services due to a disability resulting directly from a physical injury or mental condition arising from his violation of the Program; or (ii) a Club may withhold salary from a Player for any period he is unavailable because of legal proceedings or incarceration arising from his violation of the Program.

9. APPEALS

A. Arbitration Panel Review

Any determination that a Player has violated the Program (including but not limited to any determination that a Player tested "positive" under Section 3.E, 3.F or 3.G above) is subject to review by the Arbitration Panel. Any dispute regarding the level of discipline within the ranges set forth in Section 8 is also subject to review by the Arbitration Panel and any such review shall include whether the level of discipline imposed was supported by just cause; provided, however, that the Arbitration Panel shall have no authority to reduce the discipline imposed by the Commissioner below the stated minimum level established for the found violation as set forth in Section 8. In any case involving an alleged violation of Section 3.E.2 or 3.E.3, or any determination made by the Medical Testing Officer under Section 3.F or the IPA under 3.G, the Panel's review of the IPA's or Medical Testing Officer's determination shall be de novo, but neither Party shall be precluded from arguing that the Panel should affirm the IPA's or Medical Testing Officer's determination.

B. Challenges to a Positive Test Result

Notwithstanding Section 3.E above, a Player is not in violation of the Program if the presence of a Prohibited Substance in his urine was not due to his fault or negligence.

In any case involving an alleged violation of Section 3.E.1, the Commissioner's Office shall carry its initial burden of establishing the violation by establishing that a Player's test result was "positive" (as that term is defined therein) and was obtained pursuant to a valid test conducted under the Program. The Commissioner's Office is not required to otherwise establish intent, fault, negligence or knowing use of a Prohibited Substance on the Player's part to establish such a violation. If the Commissioner's Office meets its initial burden, the Player then has the burden of establishing that his test result was not due to his fault or negligence. A Player cannot satisfy his burden by merely denying that he intentionally used a Prohibited Substance; the Player must provide objective evidence in support of his denial. Among other things, such objective evidence may question the accuracy or reliability of the "positive" test result.

C. Procedures for Appeal of a First Positive Test for Performance Enhancing Substances or a Second Positive Test for Stimulants

The following procedures shall apply when the laboratory reports to the IPA a test result for a Player that may be his first positive for a Performance Enhancing Substance or his second positive for a Stimulant. All information associated with or generated by these procedures is subject to the confidentiality protections of Sections 6 and 7 above. Unless expressly authorized

by the Program or the Panel Chair, neither the IPA, the Commissioner's Office nor a Club may disclose any information obtained in connection with these procedures (other than to individuals within or retained by the Commissioner's Office directly involved in the processing of a challenge to a positive test result or to potential fact witnesses in the case).

1. (a) As required by Section 3.H above, the IPA shall immediately provide notice to the Parties of a reported positive test result. The Association shall then notify the Player of the reported result. After having provided notice to the Parties, the IPA shall immediately obtain all chain of custody and laboratory information relating to the positive test result that is customarily provided upon a challenge ("the litigation package"). The IPA also shall direct the laboratory to make arrangements for a "B" sample test, which may be observed by a representative of the Player, the Association and/or the Commissioner's Office. Absent extraordinary circumstances, such test shall be completed within 7 days. The laboratory shall promptly forward all test results and supporting information to the IPA, who shall immediately forward such results and information to counsel for the Parties.

(b) If a Player wishes to invoke Section 3.F above ("Multiple Discipline for the Same Use"), he shall make application to the IPA within three (3) business days of being notified of the positive test result. The IPA shall then refer the matter to the Medical Testing Officer, consistent with Sections 1.E and 3.F. The Medical Testing Officer shall forward his or her opinion to the IPA. The IPA shall forward such opinion to counsel for the Parties, and such opinion shall be considered part of the "results and information" referred to in the final sentence of subparagraph 1(a) above.

(c) If a dispute arises regarding the application of Section 3.G above ("Therapeutic Use Exemption"), information regarding that dispute shall be gathered and distributed to counsel for the Parties as part of the "results and information" referred to in the final sentence of subparagraph 1(a) above.

2. The Parties shall confer regarding the reported positive test result within 3 business days following the day of their receipt of all of the information called for in subparagraph 1 above. The Parties' discussions shall be considered confidential and not admissible in any Grievance challenging the reported test result. If the Parties agree that the result is not a "positive" within the meaning the Program, notice thereof shall be provided to the Player.

3. Unless such notice is provided to the Player, the Commissioner, by 5:00 PM Eastern Time of the next business day following the day the Parties conferred, shall notify the Player and the Association of the discipline imposed for the reported test result. Any suspension imposed shall be effective on the third business day after the discipline has issued. If the Player or the Association grieves the suspension before the effective date, the Player's suspension shall be stayed until the Arbitration Panel issues an award; provided, however, that a Player who previously had a suspension stayed pursuant to this Section 9.C (or its predecessor in the 2005 Program) or Section 9.F.1 shall not be entitled to a second stay unless his prior suspension was overturned or rescinded.

4. Any such Grievance shall be deemed automatically appealed to the Arbitration Panel. The Parties nonetheless shall conduct a Step 2 meeting prior to the hearing. The Panel shall convene a hearing as soon as practicable and, absent good cause shown, no later than 10 days after the Grievance was filed. The hearing shall be conducted under the Rules of Procedure, but the Panel Chair shall have the authority to employ such procedures as he or she deems appropriate given the Parties' mutual desire for expedition. The Panel Chair, in employing such procedures, shall make all reasonable efforts to close the record at such time so as to permit an Award to issue within 25 days following the opening of the hearing. The Panel shall issue its written opinion within 30 days of issuance of its Award.

5. If the Panel sustains a suspension, the Club and the Player shall be notified and the Player shall begin serving his suspension immediately. If the Panel determines that no discipline is appropriate, all aspects of the proceedings shall remain confidential.

D. Alternative Panel Chairs for Cases Under the Program

The Parties shall select and maintain two members of the National Academy of Arbitrators who sequentially will be asked to serve as a substitute for the Panel Chair whenever the Panel Chair is unable to hear a Grievance governed by the procedures in Section 9.C and 9.F within the time limits set forth therein. The Panel Chair's unavailability shall not be considered "good cause" to convene a hearing on such a Grievance later than the ten (10) days provided in Section 9.C.4 above. The Parties also shall designate the order of the potential service of each Alternate Panel Chair. The Alternate Panel Chairs shall be selected and terminated in the same manner as the Panel Chair (see Article XI(A)(9)) and the Parties shall promptly fill vacancies in these Alternate Panel Chairs as they occur.

E. Newly Discovered Evidence

A Player may challenge a positive test result at any time on the basis of newly discovered scientific evidence that questions the accuracy or reliability of the result. Such a challenge may be brought even if the result has previously been upheld by the Arbitration Panel. Should such a challenge be upheld, the Panel, in fashioning a make-whole remedy consistent with Article XII(A), may consider management sources other than the Player's Club at the time the suspension is served and, notwithstanding Article XII(A)(3), shall determine, under the particular circumstances, whether and to what extent an award of interest is appropriate.

F. Appeal of Discipline Issued Pursuant To Section 8.G.2

The following procedures shall apply when the Commissioner, pursuant to Section 8.G.2 of the Program, disciplines a Player for a first time violation of the Program involving a Performance Enhancing Substance and a second time violation of the Program involving a Stimulant. All information associated with or generated by these procedures is subject to the confidentiality protections of Sections 6 and 7 above. Unless expressly authorized by the Program or the Panel Chair, neither the IPA, the Commissioner's Office nor a Club may disclose

any information obtained in connection with these procedures (other than to individuals within or retained by the Commissioner's Office who are potential fact witnesses in the case). The Office of the Commissioner may publicly announce the discipline of a Player if the allegations relating to a Player's violation of the Program previously had been made public through a source other than the Office of the Commissioner or a Club (or their respective employees and agents). In addition, the Commissioner's Office or a Club can publicly disclose information relating to the discipline to respond to inaccurate or misleading public claims by the Player or his representatives that could undermine the integrity or credibility of the Basic Agreement, the Major League Rules, Major League Baseball's Joint Drug Prevention and Treatment Program ("Program"), or any other agreement between the parties.

1. Any discipline imposed on a Player pursuant to Section 8.G.2 for a first time violation involving a Performance Enhancing Substance or a second time violation involving a Stimulant shall be effective on the third business day after the discipline has issued. If the Player or the Association grieves the discipline before the effective date, the Player's discipline shall be stayed until the Arbitration Panel issues an award; provided, however, that a Player who previously had discipline stayed pursuant to Section 9.C (or its predecessor in the 2005 Program) or this Section 9.F.1 shall not be entitled to a second stay unless his prior suspension was overturned or rescinded.

2. Any such Grievance shall be deemed automatically appealed to the Arbitration Panel. The Parties nonetheless shall conduct a Step 2 meeting prior to the hearing. The Panel shall convene a hearing as soon as practicable and, absent good cause shown, no later than 20 days after the Grievance was filed. The hearing shall be conducted under the Rules of Procedure, but the Panel Chair shall have the authority to employ such procedures as he or she deems appropriate given the Parties' mutual desire for expedition. The Panel Chair, in employing such procedures, shall make all reasonable efforts to close the record at such time so as to permit an Award to issue within 25 days following the opening of the hearing. The Panel shall issue its written opinion within 30 days of issuance of its Award.

3. If the Panel sustains a suspension, the Club and the Player shall be notified and the Player shall begin serving his suspension immediately. If the Panel determines that no discipline is appropriate, all aspects of the proceedings shall remain confidential to the extent required by this Section 9.F.

10. EDUCATION PROGRAMS

A. Pursuant to Section 1.A.2(f) above, the IPA, in consultation with the Parties, shall develop educational programs supporting the objectives of the Program.

B. Each year, the IPA will prepare, in consultation with the Parties, wallet cards and posters containing information pertinent to the Program. Wallet cards will be distributed to all Major League Players in Spring Training and posters will be displayed in all home and visitor Clubhouses in Major League ballparks.

C. The IPA and the Parties shall develop an educational program that Players will be required to attend during each season. A component of the educational program will include instruction on proper nutrition, training and conditioning, and the Parties and the IPA shall seek input from the Strength and Conditioning Advisory Committee on that subject.

11. STRENGTH AND CONDITIONING ADVISORY COMMITTEE

A. Purposes of the Committee

The Parties shall maintain a Strength and Conditioning Advisory Committee which shall consist of an equal number of members representing the Association and the Commissioner's Office. At least two members of the Strength and Conditioning Advisory Committee shall be Major League strength and conditioning coaches currently employed by a Club. The purposes of the Committee shall be:

1. To maintain standards of professional qualifications and training applicable to all individuals employed by Clubs as strength and conditioning coaches;
2. To maintain standards applicable to all Clubs concerning the availability of food products and nutritional supplements for Players in Major League clubhouses;
3. To advise the Parties and the IPA on the content of education programs, as described in Section 10 above, involving proper nutrition, conditioning, and training; and
4. To address other matters relating to the strength and conditioning of Players.

B. Committee Meetings

A meeting of the Strength and Conditioning Advisory Committee may be called by any Committee member who believes that there is an immediate need to address a matter set forth in Section 11.A above. In addition, the Committee shall have at least two (2) regular meetings during each calendar year.

C. Personal Trainers

Consistent with existing regulations of the Commissioner's Office, personal trainers shall not be provided with access to Major League clubhouses.

D. Credential Requirements

The Strength and Conditioning Advisory Committee will make a recommendation to the Commissioner by September 1, 2008 for the establishment of minimum credentials and qualifications for strength and conditioning coaches employed by Major League Clubs in accordance with Article XIII(J) of the Basic Agreement.

12. COSTS OF THE PROGRAM

Any costs for the treatment and testing of Players on either the Clinical Track or the Administrative Track, which are not covered by the Major League Baseball Players Benefit Plan ("Plan"), shall be borne by the Club then holding title to the Player's contract. A Club that has unconditionally released a Player who is on a Treatment Program shall be responsible for any costs of such Program that are not covered by the Plan through the season in which the Player was released. The costs of all other testing conducted pursuant to the Program shall be borne by the Commissioner's Office. Notwithstanding the foregoing, it is expressly agreed that the laboratory utilized in the Program has been jointly selected by the Parties and, shall be equally responsible to each of the Parties in the conduct of its affairs. Each Party shall pay the expense associated with its Medical Representative.

13. RIGHTS OF THIRD PARTIES

The provisions of the Program are not intended to and shall not create any rights that run to the benefit of third parties, including but not limited to, CDT, the Montreal Laboratory, and the IPA.

14. TERM

The termination date of this Program shall be December 11, 2011.

ADDENDUM A

MAJOR LEAGUE BASEBALL COLLECTION PROCEDURES and TESTING PROTOCOLS

MLB COLLECTION PREPARATION

I. SCHEDULING/CONTACT OF CLUB REPRESENTATIVE

- A. CDT schedules the drug tests for all MLB players. All collections will be performed by authorized CDT Sports Collectors (“Collectors”).
- B. The evening prior to a scheduled collection, the CDT MLB Program Manager will e-mail to the Collector a list of the names of the players to be tested, and the time the Collector should arrive at the ballpark. The CDT MLB Program Manager and the Collector shall keep the information strictly confidential, and neither individual shall contact the Club Representative for any purpose.
- C. Between two (2) to four (4) hours prior to game time, the CDT MLB Program Manager will notify the Club Representative that collections will occur. The Club Representative will not be provided with the names of the players who will be tested. Under no circumstances are the players to be notified of the test until their arrival at the ballpark.

II. CHAPERONES

- A. For all collections, a CDT Chaperone will accompany the Collector.
- B. Chaperones will be responsible for monitoring players who have not provided a sample which meets the requirements set forth in the MLB Collection Procedures.

III. CREDENTIALS

- A. To ensure access, all Collectors and Chaperones will be provided with permanent official credentials. The IPA or CDT may request that MLB rescind the credentials of a Collector or Chaperone.
- B. Club security personnel should be alerted of these credentials to ensure easy access and parking.

IV. DRESS CODE

Business casual is the appropriate attire. Collectors and Chaperones shall wear slacks and a polo or button up shirt. Please DO NOT wear jeans, t-shirt or hospital scrubs.

V. SUPPLIES NEEDED

A. Collectors must take the following supplies to the collection site:

1. Sealed Specimen Collection Cups w/lids
2. FedEx Lab Packs or Corrugated Box
3. Collection Kits (with CDT logo on box)
4. Pens
5. pH Dipsticks
6. Refractometer with Kimwipes and pipettes
7. Gloves
8. Pre-Addressed Federal Express Airbills to laboratory (Laval - Quebec Canada)
9. Pre-Addressed Federal Express Airbills to CDT
10. Event Log
11. Problem Logs for Account 10001
12. Partial Sample Documentation forms
13. Tamper evident security seals for partial samples
14. MLB Laminated Check List
15. Chain of Custody Forms – Account 10001

VI. CALIBRATING THE REFRACTOMETER

- A. Collectors must calibrate the refractometer prior to each day's collection, before going to the ballpark. If there is a problem with the refractometer, the Collector should notify CDT immediately.
- B. To calibrate the refractometer, place 1 to 2 drops of room temperature, distilled water on the glass plate.
- C. The refractometer should have a reading of 1.000. If it has a reading other than 1.000, the Collector should call CDT. See Exhibit 4 for more detailed information regarding the use of the refractometer.

VII. ARRIVAL AT THE BALLPARK

- A. The Collector and the Chaperone will arrive at the ballpark at the time designated on the appointment sheet. They will be met by either the Club Representative or the Assistant Club Representative.

- B. The Collector will inspect the testing area to be sure that it is set up as required. See Facility Set-Up Diagram (Exhibit 6).
- C. The Collector should begin filling out the Event Log (Exhibit 8) by entering the arrival time at the site and indicating that the refractometer was calibrated.

VIII. IDENTIFYING AND LOCATING DONORS FOR TESTING

- A. The Collector will provide the Club Representative or Assistant Club Representative with the test list for review upon arrival at the ballpark. The Chaperone will be responsible for bringing the players to the collection area.
- B. If the Club Representative is unavailable or not being helpful, the Collector should contact CDT.
- C. The Collector will contact CDT if he is told by the Club Representative that one or more of the players are not expected at the ballpark that day. He will provide CDT the name of the player(s) and the specific reason for his absence.
- D. The Club Representative, accompanied by the Chaperone, shall notify each player on the test list immediately after the Club Representative's review of the test list, or upon the player's arrival at the ballpark. The Chaperone will note the time of notification on the test list next to the player's name. The player must check in at the collection facility within 15 minutes of notification. The player shall be monitored by the Chaperone at all times between the time of notification and the time the player checks in at the collection area.

IX. SECURITY/TESTING FACILITY

- A. To minimize the preparation before collections, all Clubs are required to have a single, designated testing area for collections in both the home and visitor Clubhouses, unless alternative arrangements have been made due to physical constraints of the facility.
- B. These designated testing areas must be held available for testing on all game days.
- C. If, with two (2) hours remaining before game time, the Club has not received notice that collections will occur, the designated testing area can be released for other uses. See Paragraph I.C above.
- D. The collection site will be a designated lavatory area in the ballpark that will be secure and closed to the public and media by having a door with a lock.
- E. The collection site should be secured by visual inspection to ensure that other persons are not present and that undetected access (e.g., through a rear door not in the view of the Collector) is not possible. Security during collection should be

maintained by effective restriction of access to collection materials and specimens.

- F. The collection site shall have a testing area where the specimen collection will actually be conducted. Sealed containers of water, juice and other non-alcoholic, non-caffeinated beverages will be available for the players (Exhibit 6).
- G. No unauthorized personnel shall be permitted in any part of the designated collection site during the period when urine specimens are being collected or stored. Only the Collector may observe a specimen collection (under the conditions specified in these procedures). Only the Collector may handle specimens prior to securing them in the transport container.
- H. To promote security of specimens, to avoid distraction of the Collector, and to ensure against any confusion in the identification of specimens, the Collector shall have only one player under supervision at any time.
- I. If the player is unable to provide a valid urine specimen, the player is permitted to go about his regular pre-game or game activities; however, during this time the player is to be monitored by the Chaperone until the player is able to provide a valid specimen. Monitoring is at a level of contact sufficient to ensure that the player does not undertake any activity which would undermine the integrity of the drug testing process.
- J. After entering the collection site, no player may leave the ballpark until he has provided a proper specimen and all chain-of-custody forms have been completed.

X. INTEGRITY AND IDENTITY OF SPECIMEN

The Collector shall take precautions to ensure that a urine specimen is not adulterated or diluted during the collection procedure.

MLB COLLECTION PROCEDURES

- A. When a player arrives at the collection site, the Collector shall ensure that the player is positively identified (e.g., through presentation of photo identification or identification by a Club Representative). “Celebrity” recognition is not acceptable. If the player’s identity cannot be established, the Collector shall not proceed with the collection.
- B. If a player is not at the ballpark, the Collector shall immediately contact CDT and provide the name of the player and the specific reason given for his absence.

- C. If a player at the ballpark refuses to submit to a test, or fails to cooperate with the testing process, the Collector shall contact CDT who will notify the IPA.
- D. If the player cannot provide a proper specimen or has left the ballpark before he provided a specimen, the Collector shall contact CDT immediately and provide the name of the player and the details.
- E. The Collector shall ask the player to remove any unnecessary outer garments (such as a coat or jacket) that might conceal items or substances that could be used to tamper with or adulterate the player's urine specimen. The Collector shall ensure that all personal belongings remain with the outer garments.
- F. The Collector shall ask the player to select a collection cup (cups must have lids and be individually wrapped in plastic). The collection cup must be kept in the Collector's sight at all times. There must be a minimum of three (3) specimen collection cups from which the player can choose. The player must not open the bag containing the collection cup until he reaches the toilet area and must open the lid to the cup only when he is ready to provide a sample.
- G. To ensure that the player does not have any chemicals on his hands, the Collector shall instruct the player to wash and dry his hands prior to urination. No soap shall be used. The Collector must observe the hand washing to ensure that the hands are washed completely and thoroughly. Both hands must be under the water. The Collector shall inspect the player's hands afterwards, paying especially close attention to the fingernails. If necessary, the Collector shall have the player re-wash his hands.
- H. After washing his hands, the player shall remain in the presence of the Collector and shall not have access to any water fountain, faucet, soap dispenser, cleaning agent, or any other materials, which could be used to adulterate the specimen. The Collector will accompany the player to the restroom, walking beside him.
- I. The Collector, for his own protection, shall wear latex gloves during the specimen collection process.
- J. The player shall provide his specimen under direct observation by the Collector. The Collector must have a clear and unobstructed frontal view of the passing of the specimen (i.e., frontal view, no observing from behind). If the player is holding the cup in his right hand, the Collector shall stand on the player's left side and vice versa. The player must:
 - 1. Lift shirt to mid torso;
 - 2. Lower trousers/shorts to mid thigh; and
 - 3. Roll long sleeves above the elbows.

- K. The player shall provide at least 78 ml of urine.
- L. Immediately after the specimen is collected, the player must close the lid on the sample cup.
- M. After the player voids, the player (not the Collector) must carry the specimen to the processing table. The Collector must walk beside the player as the player carries his collection cup to the processing table.
- N. Immediately after the specimen is collected, the Collector shall inspect the specimen to determine its color and look for any signs of contaminants. Any unusual findings, such as color or impurities, shall be noted on the chain-of-custody form (Exhibit 1) in **Section 3**; the “Remarks” section. In addition, any unusual behavior or appearance of the player shall be noted on the Problem Collection Log (Exhibit 2).
- O. If the player provides the required volume of 78 ml of urine, the Collector should continue to Paragraph P below.

If the player is unable to provide at least 78 ml of urine, the following Partial Sample procedure shall be followed:

1. The Collector shall use the collection cup to retain the insufficient sample.
2. The Collector must use a tamper evident security seal from the envelope labeled “tamper evident security seals for partial samples.”
3. The Collector shall peel the back off a tamper evident security seal and place the seal over the top and down both sides of the collection cup that contains the urine. Both the player and Collector shall initial the seal.
4. The collection cup that contains the partial sample must remain under the observation and possession of the Collector at all times. The player will observe the collector placing the partial sample into a locked transport bag or locked cabinet.
5. The Collector must initiate the “Partial Sample Documentation” form (Exhibit 3) by noting the Specimen ID Number, date, time and total quantity of the partial sample. The player and Collector will read and sign the form.
6. The Collector must inform the player he must return to the collection area when he is able to complete his sample. The Collector must

contact the CDT Program Manager at the time of the insufficient collection.

7. The player shall be monitored at all times by the Chaperone until he returns to the testing area to complete his sample.
8. When the player is ready to provide additional urine, the player must, again, be positively identified as described in item A, MLB Collection Procedures.
9. The player and the Collector shall retrieve the specimen from the locked storage and verify that the security seal is intact and confirm both sets of initials. The Collector and player will sign the "Retrieval From Locked Storage" section of the "Partial Sample Documentation" form.
10. The player, along with the Collector shall proceed to the collection area with the sealed specimen cup that contains the insufficient sample.
11. The collection process (G thru O) as outlined above, shall begin again.
12. The player shall break the seal on the collection cup and void into the cup to produce an acceptable minimal volume of urine. A total of 78 ml of urine must be collected.
13. The "Partial Sample Documentation" form, "Second Void", shall be filled out indicating the information for the additional attempt. The Collector must note the time and the total additive quantity of urine.
14. If the total minimum volume of 78 ml is not obtained, the process for a partial sample as outlined above shall begin again. The Collector shall contact CDT to review the process.
15. The Collector must make notations of all low volume samples including time and quantities on the "Partial Sample Documentation" form until the acceptable minimal volume of urine has been obtained.
16. Once a sufficient sample is obtained, the Collector shall swirl the urine in the cup to ensure the sample is thoroughly mixed before transferring the appropriate portions to the A and B bottles.
17. The Collector shall continue processing the sample in accordance with the collection procedures, identified below.

- P. The player shall select the collection kit from a choice of at least three (3) collection kits.
- Q. The Collector shall open the two (2) specimen bottles. The Collector, in the presence of the player, shall pour the urine from the collection cup into the two (2) specimen bottles. At least twenty-five (25) ml shall be poured into the shorter bottle, to be used as the split specimen (Bottle B). Fifty (50) ml shall be poured into the taller bottle, to be used as the primary specimen (Bottle A). The player must watch the Collector pour the specimen. The Collector must leave a small amount of urine (approximately 3 ml) in the collection cup for the testing of specific gravity and pH. If there is any extra, the Collector shall pour into Bottle A. The Collector will snap the bottle caps on the specimen bottles and ensure that the caps are sealed properly to prevent leakage. The Collector shall turn the bottles upside down for approximately ten (10) seconds to verify that there is no leakage.
- R. The Collector must ask the player to verify that the Specimen I.D. numbers on the top of the chain-of-custody form match those on the security seals. The Collector will then peel the back of the security seals and place them over the bottle caps and down the sides of the bottles that contain the urine. The Collector shall make sure that the security seal for the primary (or “A”) specimen is placed on the specimen bottle containing at least 50 ml of urine; and the security seal for the split (or “B”) specimen is placed on the specimen bottle containing at least 25 ml of urine. Only the Collector shall initial and date the security seals.
- S. The Collector must test the Specific Gravity (SG) and the pH of the specimen. (These procedures are attached hereto as Exhibit 4).
1. The SG of the specimen must be greater than 1.005 and less than 1.033 by refractometer. The Collector shall record the SG in Step 4 of the chain-of-custody form (Exhibit 1). If the SG of the specimen is less than or equal to 1.005 or greater than 1.032, then:
 - a. The specimen shall continue to be processed and sent to the laboratory in accordance with these procedures, except the Collector shall note that the SG is out-of-range on the Problem Collection Log (Exhibit 2.)
 - b. The player shall be required to provide an additional specimen(s) under direct observation, repeating the collection procedures set forth herein until a specimen is provided which meets the SG requirements.
 - c. If the second specimen is also out of range, it shall be processed and sent to the laboratory in accordance with the above procedures.

The player will be required to provide additional samples until the specific gravity meets the requirement, repeating the collection procedures set forth herein. If this occurs pre-game, the athlete is permitted to resume his regular pre-game activities with monitoring by the Chaperone (See IX. I). If this occurs post-game, the athlete must remain at the collection site with the Chaperone until a specimen is provided that meets the SG requirement. Water and other non-caffeinated beverages will be provided (See IX. F.).

- d. If the second specimen is out of range, the Collector must notify CDT. CDT will notify the IPA for further instructions.
 - e. For additional samples collected, the Collector shall split the sample before testing the SG. The chain of custody will not be started until verification that the specimen is within range. The third sample is sent to the laboratory only if it is within range, otherwise it is discarded in the player's presence.
2. The pH of the specimen must be 4.5 to 7.5. The Collector shall record the pH in Step 4 of the chain-of-custody form. If the specimen does not meet these pH standards, then:
- a. The specimen shall continue to be processed and sent to the laboratory in accordance with these procedures, except the Collector shall note that the pH is out of range on the Problem Collection Log (See Exhibit 2).
 - b. The Collector shall notify CDT of out of range pH prior to additional specimen collections.
 - c. The player shall be required to provide an additional specimen under direct observation, repeating the collection procedures set forth herein.
 - d. If the second specimen is also out of range, it shall be processed and sent to the laboratory in accordance with the above procedures.
 - e. If the second specimen is out of range, the Collector must notify CDT. CDT will notify the IPA for further instructions.
- T. After the specimen has been provided and submitted to the Collector, the player shall be allowed to wash his hands.

U. Chain of Custody.

1. While any part of the chain-of-custody procedures is being performed, it is essential that the urine specimen and custody documents be under the control of the Collector.
2. The Collector and the player shall not leave the collection site in the interval between presentation of the specimen by the player and the completion of the chain-of-custody procedure. If it becomes necessary for the Collector or the player to leave the site during this interval, the collection shall be nullified and a new collection shall commence.

V. The Collector shall complete the chain-of-custody form (Exhibit 1) as follows:

1. For Test Type, **Section 1**, the Collector shall check STANDARD.
2. For Site of Collection, **Section 2**, the Collector shall use the designated Club city number (Exhibit 7).
3. **Section 4** of the form relating to the Validity Tests should be completed by noting the pH and specific gravity of the sample.
4. The Collector shall turn to Page 2 (the pink copy) of the chain-of-custody form. The player shall be asked to read the Donor Certification statement in **Section 5**, certifying that the specimen collected from the player, is in fact, the specimen he provided. The player shall print and sign his name and provide the date of the collection in **Section 5** of the chain-of-custody form.
5. The Collector shall turn back to Page 1 of chain-of-custody form, and shall print and sign his name in **Section 6**, the Chain of Custody section, of the form.
6. The Collector shall note the time and date of collection in that section of the form.
7. The Collector shall check the “FedEx” box in the section entitled “Specimen Bottles(s) Released to:” Absent unusual circumstances, the specimens should be sent by FedEx to the Laboratory on the same day they are collected.
8. The Collector shall insert the “A” and the “B” labeled specimen bottles into the front pocket of the individual plastic bag.
9. The Collector shall place Page 1 of the chain-of-custody form in the back pocket of the plastic bag and shall seal the plastic bag.

10. The plastic bag containing the specimens and chain-of-custody form shall be placed in the Specimen Box.
11. The Collector shall place the Box Seal on the Specimen Box.
12. The Collector shall send Page 2 and Page 3 of the chain-of-custody form by Federal Express to CDT.

XI. PROCEDURES AFTER COLLECTION

SECURITY AND SHIPMENT OF SPECIMENS

- A. The urine specimens and chain-of-custody forms are now ready for transport.
- B. The Sample Boxes shall be placed in the appropriate packaging.
 1. 1 to 6 samples: a Federal Express Labpak will be used.
 2. 7 + samples: a brown cardboard box will be used. Be sure to pack any empty space with newspaper to avoid movement while in transit.
- C. The package is to be sent by Federal Express to:

**Laboratoire de Controle du Dopage
(INRS – Institut Armand-Frappier)
531, boul. Des Prairies Laval (Quebec) Canada H7V 1B7**

- D. The airbill must be filled out as follows:
 1. The Collector must complete the shipping address on the airbill under “From” or “Shipper”.
 2. The Collector must go over the pre-checked boxes on the airbill with a pen to ensure that the “X’s” can be read by the courier all the way through to the bottom copy.
 3. If shipping on Friday, the Collector must check Saturday delivery under “Special Handling”.
 4. The Collector must write the chain of custody account number under “Your internal Billing Reference”. DO NOT write the name of the sport. (example; for MLB collections you would write “10001”)
 5. The “Commodity Description” should say; “Human Urine Samples for Doping Control (Non-Infectious)” and valued at \$1.00.

- E. If the specimen is not immediately prepared for shipment, the Collector shall ensure that it is appropriately safeguarded during temporary storage.
 - 1. The Collector must keep the chain of custody intact.
 - 2. The Collector must store the samples in a cool and secure location.
- F. When all of the specimens have been collected at the collection site, the Collector shall take the specimens in the appropriate packaging to a FedEx Customer Service Center for shipment. The specimens cannot be placed in a FedEx Drop Box location.
- G. The customer copy of the FedEx airbill should be sent (by Federal Express) to CDT along with Pages 2 and 3 of the chain-of-custody form, test list and any Problem Collection Logs. For complete paperwork distribution, see MLB Paperwork Distribution Chart (Exhibit 5).

XII. IMPORTANT ITEMS TO REMEMBER

- A. If a player wants to know which drugs are being tested for or has other questions about the Program, he should be referred to the IPA at 336-882-4064.
- B. The Collector should not leave specimens in a car. This will affect the laboratory’s ability to analyze the specimen.
- C. The Collector should not leave kits, refractometer or dipsticks in his car. The heat/cold can adversely affect the equipment.

XIII. TESTING PROTOCOLS

A. Drugs of Abuse

Drug	Initial Test Level (ng/mL)	Confirmation Test Level (ng/mL)
Cocaine Metabolites	300	150
Opiates/Metabolites	2000	2000
Phencyclidine (PCP)	25	25
Cannabinoids	50	15

B. Performance Enhancing Substances

A test will be considered positive if any Performance Enhancing Substance as defined in Section 2.B of the Program is present. Notwithstanding the foregoing, the presence of nandrolone shall be considered a positive only if the level exceeds 2ng/mL.

C. Stimulants

The presence of a Stimulant shall be considered a positive only if the level exceeds 250 ng/mL, unless specified otherwise below:

Drug	Test Level
Amfepramone (Diethylpropion)	500 ng/mL
Amphetaminil	2000 ng/mL
Chlorphentermine	500 ng/mL
Clortermine	500 ng/mL
Ephedrine	10 µg/mL
Methylphenidate	1000 ng/mL
Phenpentermine	1000 ng/mL
Phentermine	500 ng/mL

EXHIBIT 1

DRUG TESTING CUSTODY AND CONTROL FORM

INRS - Institut Armand - Frappier - Santé
 245, boulevard Hymus
 Pointe - Claire
 CA - Québec H9R1G6
 Canada



ACCOUNT NO. **10001** SPECIMEN ID NO. **114500**

COMPLETED BY COLLECTOR (Green Sections 1, 2, 3, 4 and 6)

ACCOUNT NAME CDT, Inc. P.O. Box 3247 Long Beach, CA 90803 Ph: 562-986-4200 Fax: 562-986-1207	
1. TEST TYPE: <input checked="" type="checkbox"/> STANDARD <input type="checkbox"/> HPAC	
2. SITE OF COLLECTION: <u>20</u>	
3. REMARKS	
4. VALIDITY TESTS	
pH <input type="text" value="5"/> <input type="text" value="0"/>	Specific Gravity <input type="text" value="1"/> <input type="text" value="0"/> <input type="text" value="0"/> <input type="text" value="7"/>
Final Readings for pH and Specific Gravity determined by the WADA Accredited Laboratory	

6. CHAIN OF CUSTODY - INITIATED BY COLLECTOR AND COMPLETED BY LABORATORY

I personally observed the donor identified in the certification section on Copy 2 of this form produce a urine specimen. I initialed and dated the security seals in the donor's presence and provided the donor with the opportunity to observe while I affixed the security seals to the specimen bottles.

CDT-COC-10001 - Revised 2/06	X <u>Carl Collector</u> Signature of Collector	<u>7:45</u> Time of Collection	SPECIMEN BOTTLE(S) RELEASED TO: <input checked="" type="checkbox"/> FedEx <input type="checkbox"/> DHL / Airborne <input type="checkbox"/> Other _____ Name of Delivery Service Transferring Specimen to Lab
	<u>Carl Collector</u> (Print) Collector's Name (First, MI, Last)	<u>2/10/06</u> Date (Mo./Day/Yr.)	
	RECEIVED AT LAB: X _____ Signature of Accessioner	Specimen Bottle Seals Intact <input type="checkbox"/> Yes <input type="checkbox"/> No, Enter Remark Below	
	_____ (Print) Accessioner's Name (First, MI, Last)	_____ Date (Mo./Day/Yr.)	SPECIMEN BOTTLE(S) RELEASED TO:

PRESS HARD - YOU ARE MAKING MULTIPLE COPIES

P
E
E
1
Specimen ID No. A



114500



Date (Mo. Day Year) Collector's Initials

P
E
E
1
Specimen ID No. B



114500



Date (Mo. Day Year) Collector's Initials

COPY 1 - 1ST ORIGINAL - MUST ACCOMPANY SPECIMEN TO LABORATORY

DRUG TESTING CUSTODY AND CONTROL FORM



INRS - Institut Armand - Frappier - Santé
 245, boulevard Hymus
 Pointé - Claire
 CA - Québec H9R1G6
 Canada

ACCOUNT NO. 10001

SPECIMEN ID NO. 114501

COMPLETED BY COLLECTOR (Green Sections 1, 2, 3, 4 and 6)

ACCOUNT NAME
 CDT, Inc.
 P.O. Box 3247
 Long Beach, CA 90803
 Ph: 562-986-4200
 Fax: 562-986-1207

1. TEST TYPE: STANDARD HPAC

2. SITE OF COLLECTION: 20

3. REMARKS

4. VALIDITY TESTS
 pH 5.0 Specific Gravity 1.007 Final Readings for pH and Specific Gravity determined by the WADA Accredited Laboratory

6. CHAIN OF CUSTODY - INITIATED BY COLLECTOR AND COMPLETED BY LABORATORY

I personally observed the donor identified in the certification section on Copy 2 of this form produce a urine specimen. I initiated and dated the security seals in the donor's presence and provided the donor with the opportunity to observe while I affixed the security seals to the specimen bottles.

X Signature of Collector (Print) Collector's Name (First, MI, Last)	AM PM Time of Collection Date (Mo./Day/Yr.)	SPECIMEN BOTTLE(S) RELEASED TO: <input type="checkbox"/> FedEx <input type="checkbox"/> DHL / Airborne <input type="checkbox"/> Other Name of Delivery Service Transferring Specimen to Lab	
		RECEIVED AT LAB: X Signature of Accessioner (Print) Accessioner's Name (First, MI, Last)	Date (Mo./Day/Yr.)

5. DONOR CERTIFICATION (Pink section 5 to be completed by Donor)

I certify that I produced the attached urine specimen under observation; that it consists entirely of my own urine; that my specimen bottles were capped and sealed in my presence; that the Specimen Identification Number on both specimen bottles was the same as the Specimen Identification Number appearing on this form and that I observed the collector placing his initials on the seal.

X David Donor Signature of Donor
 David Donor (PRINT) Donor's Name (First, MI, Last)
 2/10/06 Date (Mo./Day/Yr.)

CDT-COC-10001, Revised 2/06

EXHIBIT 2

**PROBLEM COLLECTION LOG
Account 10001**

Specimen ID of First Sample: _____

**Do not put Players name on this form*

Specific Gravity/pH out of range

#1 Time _____ SG _____ pH _____ SENT TO LAB; if out of range, collect another

#2 Time _____ SG _____ pH _____ SENT TO LAB; if out of range, collect another

CALLED CDT _____(time)

Circle One

#3 Time _____ SG _____ pH _____ out of range discarded/within range sent to lab

#4 Time _____ SG _____ pH _____ out of range discarded/within range sent to lab

#5 Time _____ SG _____ pH _____ out of range discarded/within range sent to lab

#6 Time _____ SG _____ pH _____ out of range discarded/within range sent to lab

#7 Time _____ SG _____ pH _____ out of range discarded/within range sent to lab

#8 Time _____ SG _____ pH _____ out of range discarded/within range sent to lab

Insufficient Quantity/Shy Bladder* -

If first attempt is 0, note time _____

If first attempt is greater than 0 but less than 78 - **Use the “Partial Sample Documentation” form**

Other, Please Specify:

PARTIAL SAMPLE DOCUMENTATION ACCOUNT 10001

Specimen ID Number _____

Date _____

SAMPLE 1:

FIRST VOID

Time _____

Total Quantity _____ (final must be minimum of 78 ml)
(total additive volume)

I (Player) certify that I provided the attached sample. I watched as the collection cup was sealed with tamper evident tape and both the Collector and I initialed and dated the seal. I observed the Collector place the sealed cup into locked storage.

Player Signature

I (Collector) agree with the above.

Collector Signature

SAMPLE 2:

RETRIEVAL FROM LOCKED STORAGE:

I (Player) certify that the sealed sample cup retrieved from locked storage is mine. The tamper evident tape with both my and the Collectors initials and date of collection is in place.

Player Signature

I (Collector) agree with the above.

Collector Signature

SECOND VOID:

Time _____

Total Quantity _____ (final must be minimum of 78 ml)
(total additive volume)

If necessary continue:

I (Player) certify that I provided the attached sample. I watched as the collection cup was sealed with tamper evident tape and both the Collector and I initialed and dated the seal. I observed the Collector place the sealed cup into locked storage.

Player Signature

I (Collector) agree with the above.

Collector Signature

(OVER)

SAMPLE 3:

RETRIEVAL FROM LOCKED STORAGE:

I (Player) certify that the sealed sample cup retrieved from locked storage is mine. The tamper evident tape with both my and the Collectors initials and date of collection is in place.

Player Signature

I (Collector) agree with the above:

Collector Signature

THIRD VOID:

Time _____ Total Quantity _____ (final must be minimum of 78 ml)
(total additive volume)

If necessary continue:

I (Player) certify that I provided the attached sample. I watched as the collection cup was sealed with tamper evident tape and both the Collector and I initialed and dated the seal. I observed the Collector place the sealed cup into locked storage.

Player Signature

I (Collector) agree with the above:

Collector Signature

SAMPLE 4:

RETRIEVAL FROM LOCKED STORAGE:

I (Player) certify that the sealed sample cup retrieved from locked storage is mine. The tamper evident tape with both my and the Collectors initials and date of collection is in place.

Player Signature

I (Collector) agree with the above:

Collector Signature

FOURTH VOID:

Time _____ Total Quantity _____ (final must be minimum of 78 ml)

EXHIBIT 4

Testing a Specimen Using a Refractometer and a pH Dipstick

A. Testing specimen for specific gravity-using the refractometer

1. Using the refractometer, check the specific gravity of the urine remaining in the cup and record the findings in Step 4 (Validity Tests section) of the chain-of-custody form.
2. The specific gravity must be performed PRIOR to the pH measurement.
 - a. Remember to wipe the prism (glass) with a soft cloth or tissue moistened with water and dry thoroughly between collections.
 - b. Hold the instrument in a horizontal position.
3. Use a plastic pipette to place a few drops of fluid sample on the center of the measuring prism.
4. To obtain a reading, hold the instrument horizontally underneath a light source so the light is shining down into the sample prism.
5. Focus the scale seen in the eyepiece by rotating the eyepiece.
6. Read the urine specific gravity scale (left side of image) at the point where the dividing line between bright and dark fields cross.
7. If you are looking through the refractometer viewer and the screen is entirely blue, there is not enough urine on the prism.

B. Reading specific gravity

1. Specific gravity must be greater than 1.005 and less than 1.033 by refractometer.

C. Testing specimen for pH

1. Using a pH dipstick, check the pH of the urine remaining in the cup and record the findings in Step 4 (Validity Tests) of chain-of-custody form.
2. Completely immerse the reagent area of the strip in the urine.
3. While removing, run the edge of the strip against the rim of the urine container to remove excess urine.
4. Hold the strip in a horizontal position to prevent possible mixing of chemicals from adjacent reagent areas and/or contaminating the hands with urine.
5. Compare the pH reagent area to the corresponding color chart.

D. Reading pH strip

1. pH must be 4.5 to 7.5.

EXHIBIT 5**MLB PAPERWORK DISTRIBUTION CHART**

Paperwork	Distribution	Mode of Shipment
COC Copy 1: Original (White)	Laboratory with specimen	Send via Federal Express – Overnight*.
COC Copy 2: (Pink)	CDT	Send via Federal Express – Express Saver.
COC Copy 3: (Blue)	CDT	Send via Federal Express – Express Saver.
Problem Collection Log	CDT	Send via Federal Express – Express Saver.
Event Log	CDT	Fax to CDT and then send via Federal Express – Express Saver.
Player Test List- Original Copy	CDT	Fax to CDT and then send via Federal Express – Express Saver.
Partial Sample Documentation Form	CDT	Send via Federal Express – Express Saver.
Customer Copy of the FedEx airbill from the specimen shipment – Be sure to note the tracking number on the Event Log .	CDT	Send via Federal Express – Express Saver.
Customer Copy of the FedEx airbill for the paperwork shipment	Collector	

Specimens – Shipped Federal Express OVERNIGHT* to laboratory.

*If shipping on Friday, check SATURDAY delivery.

Paperwork – Shipped Federal Express - Express Saver (3 day) to CDT.

ADDRESSES/PHONE NUMBERS**CDT: Mail**

CDT
P.O. Box 3247
Long Beach, CA 90803
Phone: (866)267-6700 or 800-440-3784
Fax: (562)986-1207

CDT: Federal Express

CDT
4510 East Pacific Coast Hwy
Suite 310
Long Beach, CA 90804
Phone: (562) 986-4200

Laboratory

Laboratoire de Contrôle du Dopage
(INRS – Institut Armand-Frappier)
531, boul. des Prairies
Laval (Quebec) Canada H7V 1B7
Phone: (450)686-5442

EXHIBIT 6

MLB SPECIMEN COLLECTION AREA

1. Beverages. Non-caffeinated, non-alcoholic beverages (such as water or Gatorade) must be available for the players. All liquids consumed in the drug collection area must be from unopened containers.
2. Collection Area Set-up and Location. The collection area must:
 - a. Include one or more stalls/urinals, a table (approximately four feet in length), 4 to 5 chairs, a trash container, and enough space to accommodate 5 people (i.e., one CDT Collector, two to three players).
 - b. Be secure and closed to the public and the media by having a door with a lock. (The door to the collection area should remain closed and locked at all times, with access to be controlled by the CDT Collector).
 - c. Not be used for anything other than specimen collections when a CDT Collector is present at the facility to conduct collections.
3. A diagram of the testing area is provided below as a guide.

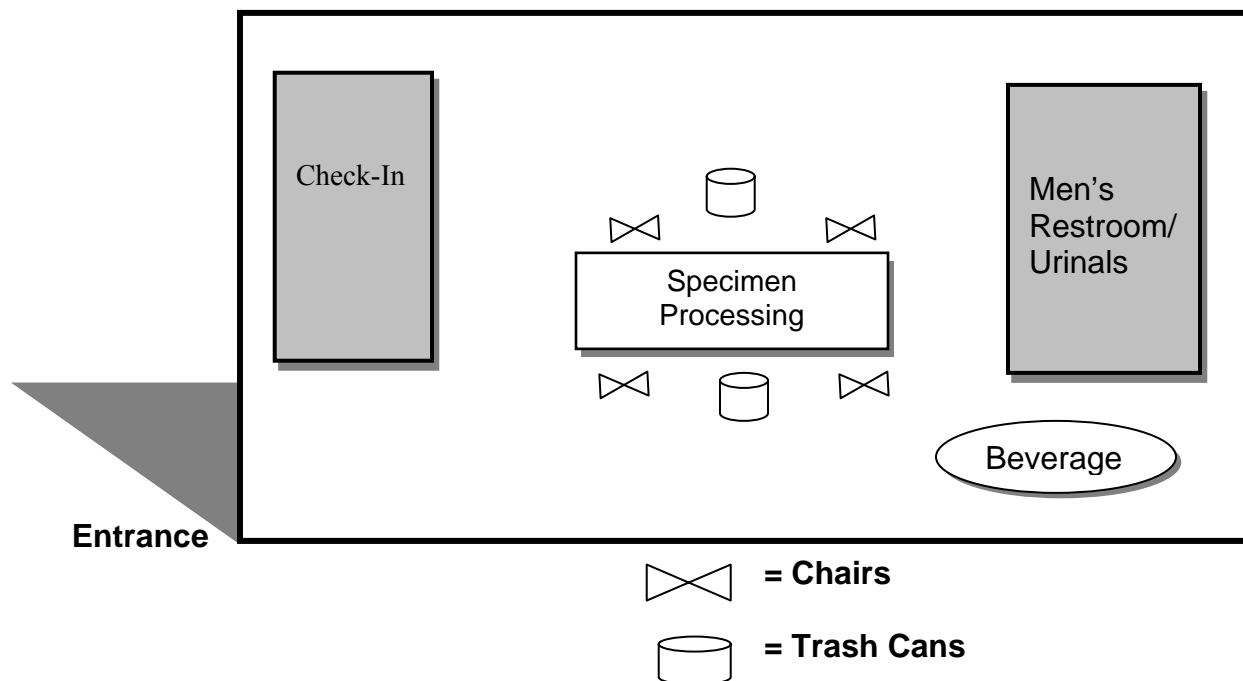


EXHIBIT 7

MLB TEAM CITY NUMBERS

The Collector shall use the following collection site codes on the chain-of-custody form. For example, if you are collecting specimens at the ballpark of the Kansas City Royals, the Site of Collection Code number is 9 even if you are testing the visiting team.

1. Baltimore Orioles
2. Los Angeles **Angels of Anaheim**
3. Los Angeles **Dodgers**
4. Chicago **White Sox**
5. Florida Marlins
6. Milwaukee Brewers
7. Minnesota Twins
8. San Diego Padres
9. Kansas City Royals
10. New York **Yankees**
11. Tampa Bay Devil Rays
12. Philadelphia Phillies
13. Arizona Diamondbacks
14. New York **Mets**
15. San Francisco Giants
16. Houston Astros
17. Seattle Mariners
18. Toronto Blue Jays
19. Oakland A's
20. Washington Nationals
21. Atlanta Braves
22. Boston Red Sox
23. Cincinnati Reds
24. Chicago **Cubs**
25. Cleveland Indians
26. Texas Rangers
27. Colorado Rockies
28. Detroit Tigers
29. St. Louis Cardinals
30. Pittsburgh Pirates

For **Minor League Teams**, use the team number of their Major League affiliation which is found on the test list.

EXHIBIT 8

EVENT LOG

COLLECTOR NAME: _____

Date: _____ **City #:** _____ **COC Account #:** _____

REFRACTOMETER CALIBRATION:

(This must be done prior to day's collection, preferably before leaving for the testing location)

Reading: _____ Initials: _____ Date: _____

TIME SHEET:

Arrival Time on Site: _____

Time of 1st collection: _____

Departure Time from Site: _____

SPECIMEN SHIPMENT to Lab in Montreal Quebec Canada

Date shipped: _____

FedEx Tracking Number: _____

MISCELLANEOUS INFORMATION:

Do not use this for Player information

ADDENDUM B

1. All Collectors will use the preprinted Chain of Custody forms.
2. The Chains of Custody forms will consist of three copies. Only the top copy of the Chain form (CDT) and the bottom copy of the Chain of Custody form (Lab) will contain a control identification number. The middle copy will not contain a control identification number.
3. Collectors will send by Federal Express their copy of the Chain of Custody form along with all other paperwork concerning the test. Collectors do not retain any paperwork.
4. Once CDT receives a negative result for a sample, it will destroy all documents related to that sample.
5. When CDT receives a positive result, it will notify the IPA by the delivery of two overnight delivery packages. One package will contain the player's name and the control number of his sample; the second will contain the laboratory result and control number.
6. CDT will send the Chain of Custody Forms related to positives samples to the IPA. The IPA will retain the Chain of Custody forms until both the Commissioner's Office and Association agree that such forms are no longer required for purposes of the appeals process contained in the Program.

ADDENDUM C

AUTHORIZATION FOR THE USE AND/OR DISCLOSURE OF MAJOR LEAGUE PLAYER HEALTH INFORMATION

I authorize the use and/or disclosure of my health information as provided for below:

1. This authorization applies to all health information about me that is now (or, during the period covered by this authorization, may be) in the possession, custody or control of the persons or entities (or classes of persons or entities) identified in Paragraph 2 below. As used hereafter in this authorization, “health information” shall mean my entire health or medical record, including, but not limited to, all information relating to any injury, sickness, disease, mental health condition, physical condition, medical history, medical or clinical status, diagnosis, treatment or prognosis, including without limitation clinical notes, test results, laboratory reports, x-rays and diagnosis imaging results, but does not mean any health or medical records or any test results, if any, deriving from Major League Baseball’s Joint Drug Prevention and Treatment Program.

2. I authorize the following persons and entities (or classes of persons and entities) to use and/or disclose (to the individuals specified in paragraph 3 below) any of the health information about me that is (or, during the period covered by this authorization, may be) in their possession, custody or control for the purposes described in paragraph 3 below: All health care providers (including but not limited to [**add Club orthopedist and medical internist**], other physicians, laboratories, clinics and Club trainers) with whom I have consulted pursuant to my Uniform Player’s Contract or the Basic Agreement.

3. I authorize the persons and entities (or classes of persons and entities) described in Paragraph 2 to disclose any of the health information about me that is (or, during the period covered by this authorization, may be) in their possession, custody or

control, for any purpose relating to my employment as a player for the Club, including but not limited to the purposes set forth in Article XIII(G) of the Basic Agreement and Paragraph 6(b) my UPC, both of which are incorporated herein by reference, to the Owner, President, General Manager, Assistant General Manager, Manager, Physicians and such medical personnel as they may designate, Trainer and Assistant Trainer of the Club or Clubs for which I have agreed (or may agree) to render playing services during the period covered by this authorization and, subject to Article XIII(G)(4) of the Basic Agreement, the Office of the Commissioner. In the event my UPC is optioned to a minor league affiliate of the Club, I also authorize, during the period of my optional assignment, the disclosure of health information to the Club's Farm Director and to the minor league affiliate's Field Manager, Physicians and such medical personnel as they may designate, and Trainer and Assistant Trainer. In the event of any contemplated assignment of my UPC to another Club or Clubs, I authorize, subject to Paragraph 6(b)(2) of that UPC, disclosure of my health information to the physicians and officials (including, but not limited to, trainers) of such other Club or Clubs.

4. In addition to the disclosure permitted in Paragraph 3 above, I also authorize any health care provider with whom I have consulted pursuant to Major League Baseball's Joint Drug Prevention and Treatment Program ("Program") to disclose to members of the Treatment Board health information about me (including, but not limited to, drug test results) that is (or, during the period covered by this authorization may be) in their possession, custody or control. It is my understanding that HPAC may only disclose this information pursuant to the provisions set forth in Section 7 of the Program.

5. My agreement herein is expressly conditioned upon the limited nature of the disclosures authorized. The disclosure of health information pursuant to this authorization is solely for the purposes specified in this authorization. The health information may not be disclosed to any person or entity other than those specified herein without my express written consent. The health information may not be utilized for any

purpose other than that specified herein without my express written consent. No person to whom or entity to which health information is disclosed may re-disclose such information for any purpose other than those specified herein, without my express written consent. This authorization is further conditioned upon the express understanding that neither the Major League Club to which I am under contract nor any other Major League Club will assert that the disclosure of health information pursuant to this authorization other than for the limited purposes specified herein constitutes a waiver of any right to privacy or confidentiality with respect to that medical information under federal or state law, or any regulation.

6. I acknowledge that HIPAA may not prevent the recipients of medical information pursuant to Paragraph 3 above from re-disclosing that information. However, under Paragraph 6(b) of the UPC, these recipients may not disclose that information to any other person other than as provided therein without my express written consent. I also acknowledge that Club trainers may not be considered as bound by HIPAA's restrictions on disclosure of health information. Nothing in these acknowledgements or this authorization shall be considered as a waiver of any rights to privacy or nondisclosure of health information that I may have under the Basic Agreement, the UPC, any state law (which is not preempted by HIPAA), or any other federal law that are not expressly waived by the disclosures permitted herein.

7. I understand that my refusal to sign this authorization will not affect my ability to obtain treatment from ***[insert name of Club physician]*** . I acknowledge, however, that, pursuant to Paragraph 6.(b) and Regulation 2 of the Uniform Player's Contract to which I am (or, during the period covered by this authorization, may be) a party, I have agreed that I will furnish and that ***[insert name of Club physician]*** and others may furnish to the Club(s) referred to in Paragraph 6.(b) and/or Regulation 2 all relevant medical information relating to me, and further that my refusal to authorize the furnishing of such information as provided for by Paragraph 6.(b)

and/or Regulation 2 of my Uniform Player's Contract may constitute a breach of that contract.

8. I understand that I have the right to revoke this authorization at any time, but that my revocation will not be effective to the extent that any of the persons or entities (or classes of persons or entities) I have authorized to use and/or disclose my health information have acted in reliance upon this authorization. My revocation must be in writing and be sent to *[insert name and address of Club physician]* . I further understand that my right to revoke this authorization shall not serve to excuse any failure on my part to comply with the provisions of any Uniform Player's Contract to which I am (or, during the period covered by this authorization, may be) a party, or any other agreement that may govern the terms and conditions of my employment as a player for a Major League Baseball Club.

9. This authorization expires one year from the date it is signed, unless previously revoked.

10. I acknowledge that I have received a copy of this authorization.

Signature

Date

Printed Name

Witness Signature

Date

Witness Printed Name