



SERVICE AGREEMENT

BY AND BETWEEN

WORLD SKATE

54 Av. de Rhodanie, Lausanne (Switzerland), duly represented for all purposes hereof by its President Mr. Sabatino Aracu (hereinafter referred to as WSK).

AND

_____,
duly represented for all purposes hereof by its _____ Mr./Ms. _____
(hereinafter referred to as _____);

(jointly referred to as the parties)

HAVE JOINTLY ENTERED AS OF THE DATE SET BELOW INTO THE FOLLOWING

SERVICE AGREEMENT

PREAMBLE

1. WHEREAS WSK is the sole International Federation (“IF”) recognized by the International Olympic Committee (“IOC”) responsible for the governance of all sports performed on skating wheels.
2. WHEREAS WSK is also an antidoping organization established under WADA and signatory of the WADA Code as the Antidoping organization for all sports performed on skating wheels.
3. WHEREAS WSK, as provided in the World Skate Antidoping Rules, and in compliance with all the rules provided by WADA, shall be responsible for conducting all aspects of Doping Control. Nonetheless, any aspect of Doping Control or Anti-Doping Education may be delegated by WSK to a Delegated Third Party.
4. WHEREAS WSK shall ensure that the privacy interests of the persons participating in world Anti-Doping programs premised upon the Code and the WSK Anti-Doping Code (as amended from time to time) are fully respected, as required by the Code, the WSK Anti-Doping Rules and the International Standard for the Protection of Privacy and Personal Information (the “International Standard”).
5. WHEREAS WSK, as foreseen in the World Skate Anti-Doping Rules, shall comply with applicable data protection and privacy laws with respect to its Processing of Personal Information relating to Participants.
6. WHEREAS ADAMS is a Web-based database management system where all data can be stored, in particular laboratory results, Therapeutic Use Exemptions (TUEs) and information on Anti-Doping Rule Violations (ADRVs). It facilitates the sharing of information amongst relevant organizations and promotes efficiency, transparency and effectiveness in all anti-doping activities.
7. WHEREAS WSK, as an ADO and as provided in the Agreement Governing the Use of ADAMS for ADOs, can use ADAMS system to fulfil obligations under the World Skate Anti-Doping Rules and the International Standards.



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8. WHEREAS WSK, according to Clause 4.6.1(b) of the Agreement Governing the Use and Sharing of Information in ADAMS between WADA and ADO and Clause 2.0 of the Agreement Governing the Use of ADAMS (Third-Party Service Provider) between WADA and the Service Provider, can request to WADA's ADAMS Administrator to grant the access rights to a Third Party in ADAMS to enable the Third Party to perform certain services for the ADO.
9. WHEREAS _____ is a _____ which _____
10. WHEREAS WSK wishes to delegate to _____ some aspects of its anti-doping program to _____.
11. WHEREAS _____ as Anti-doping Service Provider/Delegated Third Party may only use ADAMS to perform the delegated services in accordance with mandate from an ADO.
12. WHEREAS both World Skate and _____ as Anti-doping Service Provider/Delegated Third Party acknowledge that, in accordance with the World Anti-Doping Code and the ISPPPI, they have a responsibility to ensure that effective and meaningful protections are applied to the collection, use, disclosure and storage of Personal Information.
13. WHEREAS both parties also acknowledge that it is of paramount importance that information be treated in confidence to ensure the preservation of athlete's and athlete support person's rights and to prevent that information from being used or disclosed in a way that would be unfairly prejudicial to the interests of the athlete or support person.

IN WITNESS WHEREOF THE PARTIES JOINTLY ESTABLISH THE FOLLOWING:

- a) WSK, under a previous agreement between WSK and WADA (request for third party setup), grants to _____ as Anti-doping Service Provider/Delegated Third Party the access rights in ADAMS and make it enable to perform certain specific services for WSK.
- b) WSK, in particular, grants the following access rights to _____ as Anti-doping Service Provider/Delegated Third Party in ADAMS to enable it to perform the following services:

- Athlete Profile Management: this access allows _____ as Anti-doping Service Provider/Delegated Third Party to create athlete profiles and to access and modify existing profiles;
 - Test Planning, Collection and Management: this access allows _____ as Anti-doping Service Provider/Delegated Third Party to create/modify Mission Orders, Test Orders, and Doping Control Forms.
- c) _____ as Anti-doping Service Provider/Delegated Third Party declares that it is aware of how to use ADAMS in a secure manner;
- d) _____ as Anti-doping Service Provider/Delegated Third Party undertakes to offer a high level of technical and organizational security to protect all Personal Information that is contained in ADAMS.
- e) _____ as Anti-doping Service Provider/Delegated Third Party, in particular, shall:
- Process Personal Information contained in ADAMS for the above mentioned anti-doping purposes alone;
 - Treat Personal Information contained in ADAMS as confidential information at all times;
 - Grant access to Personal Information contained in ADAMS only to persons identified in this Agreement, the Code or the International Standard, unless otherwise required by applicable laws;
 - Respect and observe the technical security measures contained in ADAMS and, where appropriate, implement additional organizational security measures to prevent unauthorized access to Personal Information contained in ADAMS;
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- f) _____ as Anti-doping Service Provider/Delegated Third Party agrees and acknowledges that insofar as processes personal Information relating to participants (including Athletes) in ADAMS, it is responsible for complying with the WSK data protection and privacy laws and regulations as well as the WSK ADR and International Standard and all. Anyway, nothing in this Agreement shall be understood as preventing the Parties from implementing additional measures or controls where expressly required by applicable law or where appropriate under the circumstances.

- g) _____ as Anti-doping Service Provider/Delegated Third Party declares to have read and reviewed the ADAMS Terms of Use and the ADAMS Privacy Policy carefully before activating its ADAMS account and using ADAMS.
- h) By activating the ADAMS account, accessing or using ADAMS, _____ as Anti-doping Service Provider/ Delegated Third Party agrees to ADAMS Terms of use and acknowledges that it have read and understood the ADAMS Privacy Policy, in each case as updated from time to time.
- i) _____ as Anti-doping Service Provider/Delegated Third Party, without a prior written permission by WADA or WSK, cannot use ADAMS in any way that is not permitted by the Code or the International Standards. Without limiting the foregoing, _____ as Anti-doping Service Provider/Delegated Third Party will not and will not attempt to:
- send, upload, collect, transmit, store or otherwise use any data, information or other materials or content that: 1) contains any computer viruses, worms, malicious code, or any software intended to damage or alter a computer system or data; it does not have the lawful right to send, upload, collect, transmit, store or otherwise use; is false, intentionally misleading, or impersonates any other person; or violates any applicable laws, or infringes, violates, or otherwise misappropriates the intellectual property or other rights of any third party (including any moral right, privacy right or right of publicity).
 - Use any data mining, robots, or similar data gathering or extraction methods, or copy, disassemble, de-compile, reverse engineer or create derivative works based on ADAMS or any part thereof or otherwise attempt to discover any source code;
 - link to ADAMS in any way that is illegal or damages its reputation or takes advantage of it, or in any way as to suggest any form of association, approval or endorsement where none exists, or in any website that is not owned by _____ as Anti-doping Service Provider/Delegated Third Party;
 - attempt to gain unauthorized access to ADAMS or any data or materials contained in ADAMS, the server on which ADAMS is stored or any server, computer or database connected to ADAMS;

- disable, overly burden, impart, or otherwise interfere with servers or networks connected to ADAMS (e.g. denial of service attacks) or with any activity being conducted on or through ADAMS; or
 - Use ADAMS other than as permitted by these Terms.
- j) Any Personal Information provided by WSK and processed by _____ as Anti-doping Service Provider/ Delegated Third Party shall be forwarded to the Person/s whose details are set out below in Schedule A attached hereto (Contact Person). Any changes to the above details (including a change to any Contact Person) must be notified immediately in writing to WSK by _____ as Anti-doping Service Provider/Delegated Third Party.
- k) _____ as Anti-doping Service Provider/Delegated Third Party confirms that only the Contact Person/s within the organization with a need to know (Authorized Personnel) will have access to any Personal Information provided by WSK and that disclosure of that Personal Information within the organization is strictly limited to the Contact Person and those Authorized Personnel. _____ as Anti-doping Service Provider/Delegated Third Party shall ensure that any Authorized Personnel who are given access to any Personal Information are provided with a copy of this undertaking and agree to abide by its terms prior to any disclosure being made.
- l) _____ as Service Provider/ Third Party agrees to indemnify, defend and hold harmless WSK and its officers, directors, employees, agents, suppliers, and third-party partners from any claims, liability or losses resulting from or in connection with any violation committed by itself.
- m) _____ as Anti-doping Service Provider/Delegated Third Party undertakes also to behave according to all Rules and Regulations included in World Skate Statutes, By-Laws, Code of Conduct and Code of Ethics, Rulebooks, Guidelines, Instructions and commits to fully respect them.

The Terms in this agreement cover the use of ADAMS through any means, including web-based ADAMS, applications (such as Athlete Central or DCO Central) or other software. In these Terms, a reference to ADAMS includes any software or documentation made available to the parties by WADA in connection with the use of ADAMS.

No automatic renewal is foreseen for this service agreement.

HAVING CONSIDERED THE FOREGOING SERVICE AGREEMENT IN ITS ENTIRETY AND EACH ONE OF ITS PROVISIONS, IN WITNESS WHEREOF, each of the parties have caused this agreement to be duly executed by their duly authorized representatives as of the date of _____, by signing it here below.

Lausanne _____, 2021

WORLD SKATE
Sabatino Aracu
President

ANNEX A

Contact person

Name of person:

Position:

