

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

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MAJOR LEAGUE BASEBALL'S JOINT DRUG PREVENTION AND TREATMENT PROGRAM

Major League Baseball's Joint Drug Prevention and Treatment Program ("Program") was established by agreement of the Office of the Commissioner of Baseball and the Major League Baseball Players Association (the "Commissioner's Office," the "Players Association" and, jointly, the "Parties") to: (i) educate Players on the risks associated with the use of Prohibited Substances (defined in Section 2 below); (ii) deter and end the use of Prohibited Substances by Players; and (iii) 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 Program. Except as otherwise provided herein, any dispute arising under the Program shall be subject to resolution through the Grievance Procedure of the Basic Agreement.

The Program covers: (i) all Players on the Major League Clubs' 40-man rosters; (ii) any Player who becomes a free agent under Article XIX or Article XX of the Basic Agreement; and (iii) any Player who is released from a Major League roster unless the Player voluntarily retires or signs a Minor League contract or a contract with a club in an unaffiliated professional baseball league ("Players").

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 Players Association.

(b) The IPA shall be appointed for an initial term commencing with the Effective Date of the Program and ending on December 31, 2015 ("Initial Term"). If neither Party provides written notice to the other by October 31, 2015 of an intention to replace the IPA, the IPA shall serve an additional term of three (3)

years (“Subsequent Term”). Thereafter, the IPA shall continue to serve successive three (3) year Subsequent 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 1.A.1(c), 1.A.1(d), 1.A.1(e) and 1.A.1(f) 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 Players 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, as defined in Article XI(A)(9) of the Basic Agreement, by 5:00 PM (ET) 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 thirtieth day, they shall present a list of candidates to the Panel Chair by 5:00 PM (ET) 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.

(f) If an IPA's term is not renewed by the Parties, or an IPA resigns prior to the expiration of his term, the Parties shall appoint an Interim IPA who shall serve until a permanent IPA is selected. In the circumstance when an IPA's term is not renewed, the Parties shall attempt to agree by December 1 on an Interim IPA who shall serve in the event that a permanent IPA is not selected by the Parties by December 31. In the circumstance when an IPA resigns, the Parties shall attempt to agree on an Interim IPA within seven (7) days of notification by the IPA of his or her resignation decision. In the event the Parties are unable to agree on an Interim IPA by December 1 (in the case of a non-renewal), or within the seven (7) day period (in the case of a resignation), they shall present a list of candidates to the Panel Chair by 5:00 PM (ET) on the first business day following the end of the applicable period. Within five (5) days of receipt of the list, the Panel Chair, after consultation with the Parties, will select the Interim 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 urine and blood specimens (consistent with Section 3 below) 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 the Collection Procedures and Testing Protocols of the Program;

(c) To audit the test results of the Program and to review all aspects of the operation of the Program, including the performance of Comprehensive Drug Testing, Inc. ("CDT") and the Montreal Laboratory (as defined in Section 1.D below);

(d) To communicate with CDT and the Montreal Laboratory regarding the collection, transmission and analysis of urine and blood specimens;

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

(f) To develop, in consultation with the Parties, educational programs and materials supporting the objectives of the Program and consistent with Section 9 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 Montreal 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 the December 1, 2015 public report, the IPA shall include the total number of in-season tests and off-season tests conducted during the previous five (5) years; and

(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 the Program. All such authority shall repose in the Commissioner's Office. Other than with respect to determinations made under Sections 3.F.2, 3.F.3 and 3.I, the IPA shall have no authority to investigate or make findings with respect to possible violations of the Program.

4. The IPA will schedule quarterly joint status conferences with the Parties to provide information regarding the operation of the Program, including a review of the collection procedures and testing protocols, and any proposals regarding changes thereto. The IPA may invite CDT and/or the Medical Testing Officer to participate in these conferences.

5. Other than as expressly authorized in the 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 involved or suspected to be involved with a Drug of Abuse as defined in Section 2.A below. As described in Section 4 of the Program, the Treatment Board shall be responsible for the evaluation and treatment of Players who use, or are suspected of using, Drugs of Abuse, including evaluating such Players; developing, or participating in the development of, individualized programs for Players when appropriate (“Treatment Programs”); and monitoring and supervising the progress of Players in Treatment Programs and compliance with such Treatment Programs.

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 Players 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. If a majority decision cannot be reached, the following procedures will be followed:

(a) The Party Representatives shall select two (2) individuals to be available as fifth members of the Treatment Board (the “Fifth Member”). The Fifth Members shall be labor arbitrators who are affiliated with either the American Arbitration Association or the National Academy of Arbitrators. The two (2) individuals selected as potential Fifth Members will serve for one-year terms beginning on January 1 and ending on December 31. Unless a Party notifies the other in writing by October 31 of each year of its intent to replace a Fifth Member, the Fifth

Member's term will be automatically renewed for an additional year.

(b) If the Treatment Board cannot reach a majority decision on any issue, either Party shall have the right to appoint a Fifth Member to resolve the dispute by providing written notice to the other Party. The Fifth Member shall be appointed within twenty-four (24) hours of the time that written notice is served by the Party requesting the appointment. Unless a provision of the Program provides for a specific time period (e.g., Reasonable Cause Testing), the Fifth Member shall hold a telephone conference with the other members of the Treatment Board as soon as practicable following his or her appointment, and a vote of the Treatment Board (including the Fifth Member) will occur within a time frame agreed upon by the Parties, or as determined by the Fifth Member.

(c) The Parties shall alternate the appointment of the two (2) Fifth Members. However, if one of the Fifth Members is not available to resolve the dispute in the time frame set forth in subparagraph 3(b) above, and the other Fifth Member is available, the Fifth Member who is available will be appointed absent a contrary agreement by the Parties.

C. Collection Services

For the term of this Program, CDT will collect all urine and blood specimens under the Program and will be responsible for the transport of such specimens.

D. Laboratory Analysis

For the term of this Program, 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 (“Montreal Laboratory”).

E. Medical Testing Officer

1. The Director of the Montreal Laboratory shall be the Medical Testing Officer and shall conduct all of the testing of Player specimens collected pursuant to Sections 3 and 4 below.

2. The Medical Testing Officer shall also make the determinations called for in Section 3.H 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 specimen or substance other than urine and blood specimens collected from Players pursuant to Sections 3 and 4 below.

F. Expert Panel on ADD/ADHD

The Parties shall appoint three (3) independent psychiatrists with an expertise in adult ADD/ADHD to serve on the Expert Panel on ADD/ADHD (“Expert Panel”). The members of the Expert Panel shall serve one-year terms beginning on January 1 and ending on December 31. The Parties shall also select one of the members of the Expert Panel to serve as the Chairperson. Unless a Party notifies the other in writing on or before October 31 of each year of its intent to replace a member of the Expert Panel, the member’s term will be automatically renewed for an additional year. The Expert Panel shall perform the functions set forth in Section 3.I of the Program.

G. Medical Advisory Panel

The Parties shall appoint two (2) board-certified endocrinologists, one board-certified physician with expertise in general medicine, and one board-certified physician with expertise in sports medicine to the Medical Advisory Panel. The members of the Medical Advisory Panel shall serve one-year terms beginning on January 1 and ending on December 31. Unless a Party notifies the other in writing on or before October 31 of each year of its intent to replace a member of the Medical Advisory Panel, the member’s term will be automatically renewed for an additional year. The Medical Advisory Panel shall perform the functions set forth in Section 3.I of the Program.

H. Annual Review of Program

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

2. PROHIBITED SUBSTANCES

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, Stimulant and/or DHEA (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 and substances 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. Natural Cannabinoids (e.g., THC, Hashish and Marijuana)
2. Synthetic THC and Cannabimimetics (e.g., K2 and Spice)
3. Cocaine
4. LSD
5. Opiates (e.g., Oxycodone, Heroin, Codeine, and Morphine)
6. MDMA (Ecstasy)
7. GHB
8. 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, and the categories of hormones and agents with antiestrogenic activity that are set forth in Nos. 67 - 74 below, shall be considered Performance Enhancing Substances covered by the Program. Anabolic androgenic steroids, hormones, and agents with antiestrogenic activity, that may not be lawfully obtained or used in the United States (including, for example, "designer steroids" and peptide hormones) also shall be considered Performance Enhancing Substances irrespective of whether they are covered by Schedule III. The following is a non-exhaustive list of substances that shall be considered Performance Enhancing Substances covered by the Program:

1. Androstadienedione
2. Androstanediol
3. Androstanedione
4. Androstatrienedione (ATD)
5. Androstenediol
6. Androstenedione
7. Androst-2-en-17-one (2-Androstenone, Delta-2)
8. Androstenetrione (6-OXO)
9. Bolandiol
10. Bolasterone
11. Boldenone
12. Boldione
13. Calusterone
14. Clenbuterol
15. Clostebol
16. Danazol
17. Dehydrochloromethyltestosterone
18. Desoxy-methyltestosterone
19. Δ 1-dihydrotestosterone
20. 4-dihydrotestosterone
21. Drostanolone
22. Epi-dihydrotestosterone
23. Epi-testosterone
24. Ethylestrenol

25. Fluoxymesterone
26. Formebolone
27. Furazabol
28. 13a-ethyl-17a-hydroxygon-4-en-3-one
29. Gestrinone
30. 4-hydroxytestosterone
31. 4-hydroxy-19-nortestosterone
32. Mestanolone
33. Mesterolone
34. Methandienone
35. Methandriol
36. Methasterone (Superdrol)
37. Methenolone
38. Methyldienolone
39. Methylnortestosterone
40. Methylstenbolone (Ultradrol, M-Sten)
41. Methyltestosterone
42. Methyltrienolone (Metribolone)
43. Mibolerone
44. 17a-methyl- Δ 1-dihydrotestosterone
45. Nandrolone
46. Norandrostenediol
47. Norandrostenedione
48. Norbolethone
49. Norclostebol
50. Norethandrolone
51. Oxabolone
52. Oxandrolone
53. Oxymesterone
54. Oxymetholone
55. Prostanazol
56. Quinbolone
57. Selective Androgen Receptor Modulators (SARMs)
58. Stanozolol
59. Stenbolone
60. Testosterone
61. Tetrahydrogestrinone
62. Tibolone
63. Trenbolone

64. Zeranol
65. Zilpaterol
66. Any salt, ester or ether of a drug or substance listed above
67. Human Growth Hormone (hGH), Secretagogues and Peptides, including Ibutamoren, Growth Hormone Releasing Peptides (GHRP), Hexarelin, Ipamorelin, Alexamorelin, and CJC-1295
68. Insulin-like Growth Factor (IGF-1), including all isomers of IGF-1 sometimes referred to as Mechano Growth Factors
69. Chorionic Gonadotrophin (hCG) and Luteinizing Hormone (LH)
70. Aromatase Inhibitors, including Anastrozole, Letrozole, Aminoglutethimide, Exemestane, Formestane, and Testolactone
71. Selective Estrogen Receptor Modulators, including Raloxifen, Tamoxifen, and Toremifen
72. Other Anti-estrogens, including Clomiphene, Cyclofenil, and Fulvestrant
73. Metabolic Modulators, including Peroxisome Proliferator Activated Receptor δ (PPAR δ) agonists, including GW 1516, GW 0742, and AICAR
74. Erythropoiesis-Stimulating Agents, including Erythropoietin (EPO)

C. Stimulants

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

1. Adrafinil
2. Amfepramone (Diethylpropion)
3. Amiphenazole
4. Amphetamine
5. Amphetaminil
6. Armodafinil
7. Benfluorex
8. Benzphetamine
9. Benzylpiperazine
10. Bromantan

11. Carphedon
12. Cathine (Norpseudoephedrine)
13. Clobenzorex
14. Cropropamide
15. Crotetamide
16. Dimethylamphetamine
17. Ephedrine
18. Etamivan
19. Ethylamphetamine
20. Etilefrine
21. Famprofazone
22. Fenbutrazate
23. Fencamfamine
24. Fenethylline
25. Fenfluramine
26. Fenproporex
27. Furfenorex
28. Heptaminol
29. Isometheptene
30. Meclofenoxate
31. Mefenorex
32. Mephentermine
33. Mesocarb
34. Methamphetamine (Methylamphetamine)
35. Methylenedioxyamphetamine
36. Methylephedrine
37. Methylhexaneamine (Dimethylamylamine, DMAA)
38. Methylphenidate
39. Modafinil
40. N,alpha-Diethylphenylethylamine (N,a-DEPEA)
41. N-ethyl-1-phenyl-2-butanamine
42. Nikethamide
43. Norfenefrine
44. Norfenfluramine
45. Octopamine
46. Oxilofrine (Methylsynephrine)
47. Pemoline
48. Pentetrazol

49. Phentermine
50. Phenpromethamine
51. Prenylamine
52. Prolintane
53. Phendimetrazine (Phenmetrazine)
54. Propylhexedrine
55. Sibutramine
56. Tuaminoheptane

D. Dehydroepiandrosterone (DHEA)

DHEA is a Prohibited Substance covered by the Program.

E. Adding Prohibited Substances to the Program

During the term of the 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, Stimulants and DHEA

1. Mandatory Testing. During each championship season covered by the Program (which, for purposes of this Section 3, 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, Stimulants and DHEA as follows:

(a) Each Player will be subject to an unannounced urine specimen collection upon reporting to Spring Training. Urine specimen collections under this Section 3.A.1(a) will be conducted in conjunction with the Clubs' Spring Training physicals, to the extent practicable for CDT and taking into consideration the facilities utilized by the Club for its Spring Training physicals. If a Player does not attend Spring Training or

reports to Spring Training after his Club's mandatory Spring Training tests have been conducted, the Player shall be subject to an unannounced urine specimen collection immediately upon reporting to his Club.

(b) All Players will be randomly selected for an additional unannounced urine specimen collection at a randomly selected date and time.

2. Additional Random Testing. In addition to the urine specimen collections conducted pursuant to Section 3.A.1 above, the IPA shall conduct:

(a) 3,200 urine specimen collections of randomly-selected Players at unannounced times during each championship season that shall be tested for the presence of Performance Enhancing Substances, Stimulants and DHEA.

(b) 350 urine specimen collections at unannounced times during each off-season (which, for purposes of this Section 3, shall be the period not covered by the definition of the championship season contained in Section 3.A.1 above); provided, however, that any off-season urine specimen collections shall be tested only for the presence of Performance Enhancing Substances and DHEA.

There shall be no limit on the number of urine specimen collections that a Player may be randomly selected for each year under this Section 3.A.2.

3. Blood Collections for hGH

(a) Each Player will be subject to an unannounced blood collection during Spring Training. If a Player does not attend Spring Training or reports to Spring Training after his Club's mandatory Spring Training blood collections have been conducted, the Player shall be subject to an unannounced blood collection immediately upon reporting to his Club. The blood specimen shall be tested for the presence of hGH only.

(b) In addition to the blood specimen collections conducted pursuant to Section 3.A.3(a) above, the IPA shall conduct 260 blood specimen collections of randomly-selected

Players at unannounced times during each championship season covered by the Program. All in-season blood specimen collections will be collected post-game from the non-dominant arms of Players (unless a Player requests otherwise), and will be tested for the presence of hGH only.

(c) In addition to the blood specimen collections conducted pursuant to Section 3.A.3(b) above, the IPA shall conduct 140 blood specimen collections at unannounced times during each off-season covered by the Program. All off-season blood specimen collections will be conducted with urine specimen collections, and will be tested for the presence of hGH only.

There shall be no limit on the number of blood specimen collections that a Player may be randomly selected for each year under this Section 3.A.3.

4. Longitudinal Profile Program. A longitudinal profile program will be established for each Player in accordance with this Section 3.A.4. The sole purpose of the longitudinal profile program is to assist the Montreal Laboratory in determining which urine specimens shall be subjected to carbon isotope ratio mass spectrometry (“IRMS”) analysis.

(a) CDT will assign each Player a unique personal identification number. A Player’s personal identification number will remain the same for all periods of time he is covered by the Program, and will only be used for the purposes described in this Section 3.A.4. CDT will not disclose the personal identification number that corresponds to the Player’s name to any individual other than the IPA.

(b) The Montreal Laboratory will maintain a secure, separate database for each Player’s personal identification number that contains the corresponding Baseline Testosterone/Epitestosterone (“T/E”) ratio and standard deviation (referred to collectively as the “Baseline Values”). This database will not contain any identifying information for the Players. The Baseline Values will be calculated by averaging a Player’s T/E ratio, normalized Testosterone concentration and normalized

Epitestosterone concentration, respectively, from three negative tests conducted under the Program. After a Player's Baseline Values are established, those values will be considered a Player's longitudinal profile for the duration of his coverage under the Program. New Baseline Values will be calculated for Players upon the recommendation of the Medical Testing Officer.

(c) The Montreal Laboratory will consider the Baseline Values in comparison to subsequent tests identified with a Player's personal identification number in determining whether it will conduct an IRMS analysis on a urine specimen. The decision regarding whether to conduct an IRMS analysis on a urine specimen for any other reason, and the reasons for conducting such an analysis, will remain in the absolute discretion of the Medical Testing Officer.

5. IRMS Testing. In addition to any IRMS analysis that the Montreal Laboratory conducts as part of its standard operating practices and the longitudinal profile program described in Section 3.A.4 above, the Montreal Laboratory or the IPA will randomly select urine specimens to ensure that IRMS analysis is conducted on at least one urine specimen from every Player during each championship season covered by the Program.

6. Testing will be conducted only pursuant to a scientifically-validated test. If a scientifically-validated test is not currently available for a Prohibited Substance, but becomes available during the term of this Program, testing will be conducted for that Prohibited Substance.

7. Consistent with the terms of the Program, and unless otherwise specified, the schedule and timing of urine and blood specimen collections shall be conducted under the direction of the IPA.

B. Drugs of Abuse

Except as set forth in Sections 3.C.2, 4.A or 4.B, Players shall not be subject to testing for any Drugs of Abuse. Testing ordered by the Treatment Board under Section 3.C below or as part of a Treatment Program established under Section 4.B below may be conducted on a continuing basis as determined by the Treatment Board.

C. Reasonable Cause Testing

1. Performance Enhancing Substances, Stimulants and DHEA

(a) 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 Performance Enhancing Substance (including hGH), Stimulant or DHEA, 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 an immediate urine and/or blood specimen collection, or a program of testing, as determined by the IPA, to commence no later than 48 hours after the Reasonable Cause Notification was provided.

(b) 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 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 that reasonable cause exists, the testing or testing program shall commence within 48 hours of his decision.

2. Drugs of Abuse

(a) 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 Drug of Abuse, the Party shall provide Reasonable Cause Notification to the Treatment Board, and the Player will be subject to an immediate test, or program of testing, as determined

by the Treatment Board, to commence no later than 48 hours after the Reasonable Cause Notification was provided.

(b) Notwithstanding the foregoing, if the Treatment Board fails to reach a majority vote on the existence of reasonable cause, a Fifth Member shall cast the decisive vote on whether reasonable cause exists to subject the Player to testing. No reasonable cause testing of the Player will occur until the Fifth Member casts his or her vote. The Treatment Board will conduct a conference call within 48 hours after the appointment of the Fifth Member. The Fifth Member shall issue his or her decision within 24 hours of the completion of the conference call, and if the Fifth Member finds that reasonable cause exists, the testing or testing program shall commence within 24 hours of his or her decision.

D. Follow-Up Testing

A Player who is disciplined under Sections 7.A, 7.B, 7.C, 7.E, 7.F or 7.G, or has otherwise violated the Program through the use or possession of a Performance Enhancing Substance, Stimulant or DHEA, shall be subject to the following mandatory follow-up testing program, administered by the IPA:

1. Performance Enhancing Substances: Six (6) unannounced urine collections and three (3) unannounced blood collections over the twelve (12) months following the violation that resulted in the follow-up testing, and six (6) unannounced urine collections and three (3) unannounced blood collections in every subsequent year in the Player's career during which he is on a Club's 40-man roster. Notwithstanding the foregoing, a Player will not be subject to career-long follow-up testing if the Arbitration Panel reduced the length of the Player's suspension pursuant to Section 8.B.4 below based on its determination that the Player's positive test result was not the result of his significant fault or negligence.

2. Stimulants and DHEA: Six (6) unannounced urine collections over the twelve (12) months following the violation that resulted in the follow-up testing.

Follow-up testing conducted pursuant to this Section 3.D shall be in addition to any testing conducted pursuant to Section 3 above or Section 4.B below, and shall not count against the number of tests permitted pursuant to Section 3.A.1, 3.A.2 or 3.A.3 above. A Player shall be subject to follow-up tests under this Section when he is on the Disabled List, Restricted List or Suspended List. The IPA shall schedule at least one follow-up urine and blood specimen collection while a Player is on the Restricted List as a result of a violation of the 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, Stimulants and DHEA, but not for Drugs of Abuse.

E. Collection Procedures and Testing Protocols

All testing conducted pursuant to the Program shall be conducted in compliance with the Collection Procedures and Testing Protocols of the Program and the protocols of the Montreal Laboratory.

F. 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.H, 3.I or 8.B below, if any substance identified in the test results meets the levels set forth in the Collection Procedures and Testing Protocols of the Program.
2. A Player refuses or, without good cause, fails to take a test pursuant to Section 3.A, 3.C, or 3.D, 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 or in any other manner alter a test.

The determination of whether a test is “positive” under Section 3.F.2 and 3.F.3 shall be made by the IPA. The presence of a diuretic or

masking agent in a Player's specimen shall result in the Player being re-tested. The presence of a diuretic or masking agent in a Player's specimen 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.

G. Notice to the Parties

The IPA shall notify the Parties upon receipt of a positive test result. The Players Association shall notify the Player of a positive test result as promptly as possible, but in no event later than 72 hours from the IPA's notification to the Parties of the positive test result, or, in the case of a non-analytical positive, the Commissioner's Office's notification of the Association.

H. 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 the 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 subsequent positive test as resulting from a separate use of a Prohibited Substance only if she concludes with reasonable certainty that it was not from the same use of that substance that caused the initial positive test. (See Section 8.C.1(b) below.)

I. 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 specimen which is found to contain a Prohibited Substance will not be

deemed a positive test result if such specimen 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 the Players Association of any request for documentation.

3. The IPA shall adhere to the following process when ruling on new TUE applications for a Stimulant:

(a) For TUE applications in which the Player: (i) was diagnosed with ADD/ADHD by an MLB-Certified Clinician through the use of the Conners' Adult ADHD Diagnostic Interview for DSM-IV ("CAADID"), or is diagnosed by an MLB-Certified Clinician for another neurobehavioral or psychological condition requiring treatment with a Stimulant; and (ii) submits all required TUE documentation in support of the application, the IPA may grant the application without referring the application to the Expert Panel. The IPA may speak to the MLB-Certified Clinician, and request that the MLB-Certified Clinician provide additional information, in determining the disposition of the application. If the IPA is not prepared to grant the application, he shall refer the application to the Expert Panel, and the procedures described in Section 3.I.3(b) below will be followed.

(b) For TUE applications in which the Player was not diagnosed by an MLB-Certified Clinician, or in which the IPA is not prepared to grant the application pursuant to Section 3.I.3(a) above, the IPA shall, after the Player submits all required documentation, refer the application to the Chairperson of the Expert Panel, and the Chairperson will assign the application to a member of the Expert Panel. In evaluating each application, the Expert Panel member shall have the authority to: (i) request

additional information from the Player or his physician; (ii) request that the Player's physician perform additional diagnostic tests; (iii) request to speak to the Player and/or his family members; and/or (iv) request that the Player be evaluated by an MLB-Certified Clinician. The Chairperson shall report to the IPA the Expert Panel member's recommendation regarding whether the TUE should be granted or denied. If the Expert Panel member recommends that a TUE application be denied, the Expert Panel member shall provide a concise written summary of his or her reasons, including whether the information submitted to the Expert Panel was insufficient to support a diagnosis or the use of the prescribed medication. The IPA will then issue a denial pursuant to Section 3.I.6 below. The Player retains his right to challenge any denial pursuant to Section 8.C of the Program. If the Expert Panel member recommends that the TUE be granted, the IPA will grant the application.

4. The IPA shall adhere to the following process when ruling on new TUE applications for non-Stimulants:

(a) The IPA will refer new TUE applications to the member of the Medical Advisory Panel in the appropriate specialty. If no member of the Medical Advisory Panel has the appropriate expertise to evaluate the TUE application, the IPA may refer the matter to an outside expert of his choosing.

(b) The member of the Medical Advisory Panel assigned the application shall have the authority to: (i) request additional information from the Player or his physician; (ii) request that the Player's physician perform additional diagnostic tests; (iii) request to speak to the Player; and/or (iv) request that the Player be evaluated by a specialist in a particular area of medicine.

(c) The member of the Medical Advisory Panel who reviewed the application shall provide a recommendation to the IPA regarding whether the TUE should be denied or granted. If the Medical Advisory Panel member recommends that a TUE application be denied, he or she shall provide a concise written summary of the reasons, including whether the information submitted to the Panel member was insufficient to support the

diagnosis of the condition or use of the prescribed medication. The IPA is not required to accept the recommendation of the Medical Advisory Panel member, but must disclose to the Parties when a TUE decision differs from the recommendations of the Medical Advisory Panel and provide a concise written summary of the reasons he or she is not accepting the recommendation. The Player retains his right to challenge any denial pursuant to Section 8.C of the Program.

5. The IPA shall have authority to determine whether to grant an application to renew an existing TUE, or to terminate an existing TUE, without referring the application to the Expert Panel or Medical Advisory Panel. The Player retains his right to challenge any denial pursuant to Section 8.C of the Program.

6. The IPA shall report the determination on a TUE application 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 8.C.1(c) below.) A Player may challenge any denial pursuant to Section 8.C of the Program.

7. 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, a “no significant 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.

4. EVALUATION AND TREATMENT FOR DRUGS OF ABUSE

A Player will be referred to the Treatment Board as a result of the use or suspected use of a Drug of Abuse. After a Player has tested positive for a Drug of Abuse for the first time, or is otherwise found to have used or possessed a Drug of Abuse, all subsequent positive test results for a Drug of Abuse, or other evidence of use or possession of a

Drug of Abuse by the Player, will be referred to the Treatment Board for a determination whether the Player has complied with his Treatment Program and whether a new or revised Treatment Program is warranted.

A. Initial Evaluation

A Player found to have used or possessed a Drug of Abuse through a positive test result or otherwise, or who is suspected of having done so, will be referred to the Treatment Board for an Initial Evaluation (the “Initial Evaluation”). The purpose of the Initial Evaluation is to ascertain whether the Player shall be placed on a Treatment 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 Representatives. After the first meeting, the Medical Representatives may determine that additional meetings and/or medical examinations, including a drug test, are necessary to complete the Initial Evaluation.

B. Treatment Program

1. After concluding the Initial Evaluation, and consulting with the other Treatment Board members, the Medical Representatives shall determine whether the Player should be placed on a Treatment Program, and, if so, the type of Treatment Program that, in the opinion of the Treatment Board, would be most effective. 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.

2. The Treatment Program must be in writing and signed by the Player. 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 Employee Assistance Professional ("EAP") and/or physician), but the Medical Representatives shall maintain overall supervision of the Treatment Program. The health care professionals treating the Player must provide the Medical Representatives, at a frequency identified in the Treatment Program, with regular written status reports on a standardized form that detail the Player's progress and compliance with the Treatment Program.

C. Failure to Comply with a Treatment Program

1. The Treatment Board will determine whether a Player has failed to cooperate with his Initial Evaluation or has failed to comply with his Treatment Program.

2. If the Treatment Board fails to reach a majority vote on whether a Player has failed to cooperate with his Initial Evaluation, or has failed to comply with his Treatment Program, the Fifth Member shall cast the deciding vote. The Fifth Member shall base his or her determination on the criteria set forth in Section 4.C.3 below.

3. The Treatment Board, including the Fifth Member when necessary, will make its determination whether a Player has failed to cooperate with an Initial Evaluation, or comply with a Treatment Program, by applying the following criteria:

(a) A Player who refuses to submit to an Initial Evaluation, including any follow-up meetings or tests requested by the Medical Representatives, will be deemed to have violated Section 4.A of the Program.

(b) A Player who consistently fails to participate in mandatory sessions with his assigned health care professional will be deemed to have failed to comply with his Treatment Program.

(c) Absent a compelling justification, a Player will be presumed to have failed to comply with his Treatment Program if his assigned health care professional informs the Treatment Board in a status report that the Player is not cooperating with the requirements of his Treatment Program.

(d) If a Player tests positive for a Drug of Abuse after his evaluation by the Treatment Board and written commitment to a Treatment Program (excluding residual positives), the Player shall have the burden of convincing the Treatment Board (including any Fifth Member) that the positive test result did not result from a lack of commitment by the Player to his Treatment Program. In determining whether the Player has met his burden, the Treatment Board shall consider, among other things: (a) the Player's history of positive test results; (b) the evaluation of the Player's treating professional; and (c) the Player's willingness to consider other treatment options such as in-patient therapy.

4. Players who fail to cooperate with their Initial Evaluations or comply with their Treatment Programs will be subject to immediate discipline as set forth in Section 7.D of the Program.

D. Salary Retention

A Player shall be entitled to salary retention, over the course of his career, for the first thirty (30) days he is required under a Treatment Program to be in inpatient 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 thirty-first through sixtieth 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 sixtieth 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. CONFIDENTIALITY

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

A. Definition

“Confidential Information” shall include the following categories of information: (i) all documents or information relating to testing performed on a Player pursuant to Section 3 of the Program; (ii) all documents or information relating to Therapeutic Use Exemptions pursuant to Section 3.I of the Program; (iii) all documents or information relating to a Player’s involvement with the Treatment Board as set forth in Section 4 of the Program; (iv) all documents or information relating to the discipline imposed on a Player; (v) the decision of the Arbitration Panel, and the record of proceedings before the Panel (including transcripts, exhibits, testimony and arguments); (vi) all documents or information received by the Parties from the Medical Testing Officer, the IPA, the Treatment Board, CDT, or any other third parties with whom the Parties jointly consult in connection with the administration of the Program; and (vii) all documents or information uncovered by the Commissioner’s Office while investigating allegations that a Player has violated the Program (and the fact that an investigation is being conducted or has been conducted). “Confidential Information” shall not include information that has previously been made public or is made public by a source other than the Commissioner’s Office (or its respective employees, agents or consultants).

B. Prohibition of Disclosure of Confidential Information

1. Except as specifically provided for in this Section 5, the Commissioner’s Office, the Players Association, the Treatment Board, the IPA, the Medical Testing Officer, the Expert Panel on ADD/ADHD, the Medical Advisory Panel, CDT, any other third parties with whom the Parties jointly consult in connection with the administration of the Program, Club Personnel, and Players (and all of their members, affiliates, agents, consultants and employees) are prohibited from disclosing Confidential Information.

2. The Players Association, the Commissioner’s Office and a Player may disclose Confidential Information to their respective attorneys (or certified agents), experts, or potential fact witnesses in connection with or in anticipation of a grievance or potential grievance challenging a Player’s discipline or potential discipline. Each Party is

responsible for ensuring that the individuals to whom they disclose Confidential Information pursuant to this Section 5.B.2 maintain the confidentiality of the information, and each Party will be deemed responsible for any unauthorized disclosures by persons to whom they provide Confidential Information.

3. If allegations relating to a Player's alleged violation of the Program that do not involve a positive test result become public through a source other than the Commissioner's Office or a Club (or their respective employees, agents, or consultants), the Commissioner's Office shall be permitted to issue a public statement stating that it is conducting an investigation of the allegations, and the Players Association shall be permitted to issue a public statement stating that it is monitoring the situation. Neither party shall disclose any Confidential Information unless otherwise authorized to do so under this Section 5.

4. The IPA may issue the reports contemplated by Section 1.A.2(g) and the Commissioner's Office and Players Association may provide a summary of the tests conducted pursuant to the Program (including the number of tests conducted and the number of positives broken down by Prohibited Substances) 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).

C. Public Disclosure of Player's Suspension

1. The Commissioner's Office may issue a statement announcing the suspension of a Player pursuant to Section 7 of the Program which includes the length of the suspension and the specific substance(s) and the category of Prohibited Substance (e.g., Performance Enhancing Substance, Stimulant or DHEA) for which the Player tested positive or was found to have used, possessed, sold or distributed in the case of a violation of Sections 7.E., 7.F, or 7.G. The Commissioner's Office also may disclose if a Player's suspension is for a violation of Section 3.F.2 or 3.F.3. In the case of a suspension for a violation of Section 7.D (but not a fine), the Commissioner's Office

may disclose that the Player was suspended for a violation involving a Drug of Abuse.

2. The Commissioner's Office may not announce the suspension of a Player in accordance with Section 5.C.1 above if the discipline is stayed pursuant to Section 8.C.3 or 8.D.1 of the Program. Notwithstanding the foregoing, the Commissioner's Office may publicly announce the discipline of a Player disciplined pursuant to Section 7.G.2 of the Program when such discipline is stayed if the allegations relating to the Player's violation of the Program previously have been made public through a source other than the Commissioner's Office or a Club (or their respective employees, agents, or consultants).

3. The Commissioner's Office shall enter a Player's suspension into the Electronic Baseball Information System as a suspension for a specified number of days or games for violation of the Program. However, the Commissioner's Office may not enter the suspension of a Player into the Electronic Baseball Information System if the discipline is stayed pursuant to Section 8.C.3 or 8.D.1 of the Program.

4. If the discipline of a Player is stayed pursuant to Sections 8.C.3 or 8.D.1 of the Program, and the Panel determines that no discipline is appropriate, Confidential Information as defined in Section 5.A shall also include the fact that an arbitration hearing occurred.

5. The Player's Club may issue a public statement in response to the announcement of a Player's suspension under this Section 5.C provided that a draft of the statement is sent to the Players Association at least sixty (60) minutes prior to its issuance, and the Club considers in good faith any comments provided by the Players Association.

D. Disclosure of Information to Clubs

1. The Commissioner's Office may notify a Club's General Manager when a Player is placed on a Treatment Program. A Club whose Player is on a Treatment Program is prohibited from disclosing any information regarding the Player's Treatment Program, his progress thereunder, and any discipline imposed upon the Player by the Commissioner's Office 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 release his Treatment Program history.

2. The Treatment Board also may advise Club personnel, including the Club physician or the Club's EAP, of the requirements of a Player's Treatment Program to the extent necessary to effectively administer the Treatment Program or monitor the Player's compliance with such program.

E. Public Statements Undermining Integrity of the Program

1. If the Players Association, a Player or a Player's representative(s) make public statements which: (i) undermine the integrity and/or credibility of the Program; (ii) disparage the IPA, representatives of CDT, or the Montreal Laboratory; or (iii) discuss evidence uncovered by the Commissioner's Office in an investigation, potential defenses in an arbitration, or the credibility of potential witnesses, the Commissioner's Office shall have the right to disclose Confidential Information regarding the Player's actual or alleged violation of the Program to respond to the public statements. The Commissioner's Office may disclose Confidential Information only in response to a public statement(s) if it believes in good faith that the disclosure of the Confidential Information is necessary to respond adequately to the substance of the triggering statement(s).

2. The Commissioner's Office's right to respond under this Section shall not be triggered by a general denial that the Player violated the Program, a general denial of the allegations, a statement that the Player intends to challenge discipline through the grievance and arbitration process, or comments or a statement of which the substance was approved in advance by the Commissioner's Office. The Commissioner's Office may not issue a public response that discloses Confidential Information unless and until it has provided the Players Association with notice of its intention to respond to specific comments under this Section 5.E (such notice to include a written summary of its proposed response). If the Players Association believes the Commissioner's Office's proposed response violates this Section 5.E,

it may seek an order from the Panel Chair preventing the Commissioner's Office from issuing its intended response pursuant to the following procedures:

(a) The Players Association must attempt to contact the Panel Chair to schedule a telephone hearing within sixty (60) minutes of receiving the written summary provided by the Commissioner's Office. The Panel Chair shall schedule a telephone hearing to resolve the issue as soon as possible, but no later than two hours after being contacted by the Players Association. If the Players Association is unable to reach the Panel Chair within sixty (60) minutes of receiving the written summary, or the Panel Chair is unable to conduct a telephone hearing within two hours of being contacted by the Players Association, the Parties shall contact the Alternate Panel Chair to determine whether he or she can schedule a telephone hearing within two hours of being notified of the matter.

(b) The Panel Chair, or Alternate Panel Chair, shall endeavor to issue a ruling on the Players Association's application immediately upon the conclusion of the telephone hearing and, in all cases, within one hour of the conclusion of the telephone hearing unless exceptional circumstances necessitate a longer time period (e.g., the need to review voluminous documents, etc.).

(c) The Commissioner's Office shall refrain from issuing any public response that discloses Confidential Information until after the Players Association's petition has been resolved by the Panel Chair. However, nothing in this Section 5.E shall prohibit the Commissioner's Office from publicly responding to a triggering statement before the Players Association's petition has been resolved by the Panel Chair, provided that such public response does not disclose any Confidential Information as defined herein.

(d) If neither the Panel Chair nor the Alternate Panel Chair are able to conduct a telephone hearing on the Players Association's application in the time-frame required by this Section, the Commissioner's Office shall be permitted to issue a statement that it cannot adequately respond to the public

statements until the completion of a hearing before the Panel Chair or Alternate Panel Chair regarding its right to release Confidential Information.

3. If the Commissioner's Office or a Club (or their respective employees, agents or consultants) make public statements which: (i) undermine the integrity and/or credibility of the Program; (ii) disparage the IPA, representatives of CDT, or the Montreal Laboratory; or (iii) discuss evidence uncovered by the Commissioner's Office in an investigation, potential defenses in an arbitration, or the credibility of potential witnesses, the Players Association shall have the right to disclose Confidential Information to respond to the public statements. The Players Association may disclose Confidential Information only in response to a public statement(s) if it believes in good faith that the disclosure of the Confidential Information is necessary to adequately respond to the substance of the triggering statement(s).

4. The Players Association's right to respond under Section 5.E.3 shall not be triggered by the Office of the Commissioner's general acknowledgement that it is investigating alleged Program violations, by general statements pertaining to its right to conduct investigations pursuant to the Program, or by a statement of which the substance was approved in advance by the Players Association. The Players Association may not issue a public response that discloses Confidential Information unless and until it has provided the Commissioner's Office with notice of its intention to respond to specific comments under this Section 5.E (such notice to include a written summary of its proposed response). If the Commissioner's Office believes that the Players Association's proposed response violates this Section 5.E, it may seek an order from the Panel Chair preventing the Players Association from issuing its intended response, pursuant to the same procedures set forth in Section 5.E.2 above governing an application by the Players Association regarding a proposed statement by the Commissioner's Office.

F. Enforcement

1. Either the Commissioner's Office or the Player's Association may file a grievance under Article XI of the Basic Agreement if the other Party violates this Section 5.

2. In any grievance, the grieving Party shall have the burden of proof with respect to establishing the violation. Introduction of materials published or reported by the media that do not identify with particularity the source of the Confidential Information will not be sufficient to establish a violation without additional evidence.

G. Maintenance of Testing Records

Testing records shall be maintained in accordance with the procedures set forth in the Document Retention section of the Program's Collection Procedures and Testing Protocols.

6. DISCLOSURE IN RESPONSE TO LEGAL PROCESS

1. 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 5.B.4 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 the 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.

2. 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 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.

3. Unless the Parties agree otherwise, all testing pursuant to Sections 3.A.1, 3.A.2 and 3.A.3 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, 3.A.2 and 3.A.3 shall again be suspended. If a suspension is in place for twelve (12) months consecutively, either Party may reopen the Program by providing notice within twenty (20) days thereafter. The Program will remain in effect for thirty (30) days after such notice to reopen is provided.

4. The Parties will 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.

5. The IPA, CDT and/or the Montreal Lab will immediately report to the Parties any legal process attempting to secure any data linking Player names, Baseline Values or other information to personal identification numbers described in Section 3.A.4. If any such legal process is served, the Parties shall suspend the longitudinal profile program until that attempt is withdrawn or successfully resisted, unless the legal process does not constitute a government investigation or the Parties agree otherwise. If the attempt seeks any other additional information, the provisions of this Section 6 will govern.

7. DISCIPLINE

A. Performance Enhancing Substance Violations

A Player who tests positive for a Performance Enhancing Substance will be subject to the discipline set forth below. For purposes of this Section 7.A, a prior violation of Section 7.E, 7.F, and/or 7.G.2 involving a Performance Enhancing Substance that results in at least a 40-game suspension shall be deemed a prior violation of Section 7.A in determining whether the positive test constitutes the Player's first, second or third violation of Section 7.A.

1. First violation: 80-game suspension;
2. Second violation: 162-game/183-days of pay suspension; and

3. Third violation: 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 (2) years. The Commissioner shall hear any such reinstatement application within thirty (30) days of its filing and shall issue his determination within thirty (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 of the Basic Agreement and any such challenge may include a claim that a suspension beyond two (2) 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 7.A.3 to a period of less than two (2) years.

B. Stimulant Violations

A Player who tests positive for a Stimulant will be subject to the discipline set forth below. For purposes of this Section 7.B, a prior violation of Section 7.E, 7.F, and/or 7.G.2 involving a Stimulant that results in at least a 25-game suspension shall be deemed a prior violation of Section 7.B in determining whether the positive test constitutes the Player's first, second, third or fourth violation of Section 7.B.

1. First violation: Follow-up testing pursuant to Section 3.D.2 above;
2. Second violation: 25-game suspension;
3. Third violation: 80-game suspension; and
4. Fourth and subsequent violation: 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.

C. DHEA Violations

A Player who tests positive for DHEA will be subject to the discipline set forth below. For purposes of this Section 7.C, a prior violation of Section 7.E, 7.F, and/or 7.G.2 involving DHEA that results in at least a 25-game suspension shall be deemed a prior violation of Section 7.C in determining whether the positive test constitutes the Player's first, second, third or fourth violation of Section 7.C.

1. First violation: Follow-up testing pursuant to Section 3.D.2 above;
2. Second violation: 25-game suspension;
3. Third violation: 80-game suspension; and
4. Fourth and subsequent violation: 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. Failure to Comply with an Initial Evaluation or a Treatment Program

A Player who is determined by the Treatment Board to have not complied with an Initial Evaluation or a Treatment Program for a Drug of Abuse (other than Marijuana, Hashish and Synthetic THC) will be subject to the discipline set forth below. If the Treatment Board determines that a Player refused to submit to an Initial Evaluation, or refused to participate in mandatory sessions with his assigned health professional, the Player will be subject to discipline for just cause by

the Commissioner without regard to the progressive discipline schedule set forth below. For all other violations, the Player will be subject to the following discipline schedule:

1. First failure to comply: At least a 15-game but not more than a 25-game suspension;

2. Second failure to comply: At least a 25-game but not more than a 50-game suspension;

3. Third failure to comply: At least a 50-game but not more than a 75-game suspension;

4. Fourth failure to comply: At least a one-year suspension; and

5. 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. A Player on a Treatment Program for the use or possession of Marijuana, Hashish or Synthetic THC shall not be subject to suspension. A Player on a Treatment Program for Marijuana, Hashish or Synthetic THC who is determined by the Treatment Board to not have complied with his Treatment Program shall be subject to fines, which shall be progressive and which shall not exceed \$35,000 for any particular violation. Notwithstanding the foregoing, if the Treatment Board concludes that a Player has demonstrated flagrant disregard for his Treatment Program, either by refusing to submit to an Initial Evaluation or by failing to comply with a Treatment Program, or if the Commissioner determines that the Player's use of Marijuana, Hashish or Synthetic THC represents a threat to the safety of other Players, the Player shall be subjected to discipline for just cause by the Commissioner without regard to the limitations on discipline contained in this Section 7.D. In addition, any Player who participates in the sale or distribution (as those terms are used in the criminal code) of Marijuana, Hashish or Synthetic THC will be subject to the discipline set forth in Section 7.F below.

E. Conviction for the Use or Possession of a 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 discipline set forth below. For purposes of this Section 7.E, a prior violation of Section 7.A, 7.F and/or 7.G.2 involving a Performance Enhancing Substance that results in at least a 40-game suspension shall be deemed to be a prior offense involving a Performance Enhancing Substance under this Section 7.E for purposes of determining whether the conviction or guilty plea constitutes the Player's first, second or third offense involving a Performance Enhancing Substance. For purposes of this Section 7.E, a prior violation of Section 7.B, 7.C, 7.F and/or 7.G.2 involving a Stimulant or DHEA that results in at least a 25-game suspension shall be deemed to be a prior offense involving a Stimulant or DHEA under Section 7.E for purposes of determining whether the conviction or guilty plea constitutes the Player's first, second or third offense involving a Stimulant or DHEA.

1. First offense involving a Performance Enhancing Substance: 80-game suspension; First offense involving a Stimulant, DHEA, or a Drug of Abuse: At least a 25-game but not more than a 50-game suspension.

2. Second offense involving a Performance Enhancing Substance: 162-game/183-days of pay suspension; Second offense involving a Stimulant, DHEA or a Drug of Abuse: At least a 50-game but not more than a 100-game suspension;

3. 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 (2) years. The Commissioner shall hear any such reinstatement application within thirty (30) days of its filing and shall issue his determination within thirty (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 of the Basic Agreement and any such challenge may include a claim that a suspension beyond two (2) 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 7.E.3 to a period of less than two (2) years; and

4. Third offense involving a Stimulant, DHEA or a Drug of Abuse: 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.

F. 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. First offense involving a Performance Enhancing Substance: At least an 80-game but not more than a 100-game suspension; First offense involving a Stimulant, DHEA or a Drug of Abuse: At least a 60-game but not more than a 90-game suspension. Notwithstanding the foregoing, if the Player previously was suspended for a minimum of 40 games for a violation of Section 7.A, 7.E and/or 7.G.2 involving a Performance Enhancing Substance, the penalty for a first offense involving a Performance Enhancing Substance shall be a 162-game suspension and a loss of 183 days of pay.

2. 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 (2) years. The Commissioner shall hear any such reinstatement application within thirty (30) days of its filing and shall issue his determination within thirty (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 of the Basic Agreement and any such challenge may include a claim that a suspension beyond two (2) 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 7.F.2 to a period of less than two (2) years; and

3. Second offense involving a Stimulant, DHEA or a Drug of Abuse: 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.

G. Other Violations

1. For purposes of the penalties in Sections 7.A and 7.B 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 7.A through 7.F above, including, but not limited to, non-analytical positives.

H. Suspensions

1. For purposes of this Section 7, a “game” shall include all championship season games and post-season games in which the Player would have been eligible to play, but shall not include Spring Training games, extended Spring Training games or affiliated Winter League games. For a Player whose contract has been assigned to the Minor Leagues, or who is signed to a Minor League contract, 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 for a post-season game if he was on the Club’s active roster (as that term is used in Article XV(E)(1) of the Basic Agreement) 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. Any Player who is suspended for a violation of Sections 7.A, 7.E, 7.F, or 7G.2 involving a Performance Enhancing Substance shall be barred from participating in the post-season (including, without limitation, being in uniform during his Club’s post-season games) during the season in which his suspension commenced even after completion of his suspension. A Player who began serving a 162-game suspension for a violation involving a Performance Enhancing Substance on the first day of a championship season also will be ineligible to participate in any tie-breaker games during that season after the completion of his suspension. Notwithstanding the foregoing, a Player will be permitted to participate in the post-season during the season in which his suspension commenced if the Arbitration Panel reduced the length of a Player’s suspension pursuant to Section 8.B.4 below based on its determination that the Player’s positive test result was not the result of his significant fault or negligence.

3. A Player is ineligible to be elected or selected to the All-Star Game (and will not receive any benefits connected with such an election or selection) if he is suspended for violating the Program at any time during the off-season, Spring Training or the championship season prior to the All-Star Game.

4. All suspensions imposed pursuant to this Section 7 shall be without pay. The number of days of pay a Player shall lose while suspended shall equal the number of games (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. Notwithstanding the foregoing, a Player suspended for 162 games under Section 7.A, 7.E, 7.F or 7.G.2 involving a Performance Enhancing Substance shall lose 183 days of pay.

5. Players’ Pool.

(a) For a suspension imposed pursuant to Section 7.A (which was not reduced by the Arbitration Panel pursuant to Section 8.B.4 below), 7.E, 7.F or 7.G.2 involving a Performance Enhancing Substance, a Player shall be ineligible in the season in which his suspension commenced to: (i) receive an automatic full share of the

Players' Pool under Major League Rule 45(b)(4); (ii) vote on the distribution of the Player's Pool pursuant to Major League Rule 45(b)(3); or (iii) receive a percentage of the Players' Pool. A Player covered by the preceding sentence shall be eligible to receive a cash award of a defined dollar value pursuant to Major League Rule 45(b)(3), provided that the dollar value of the cash award cannot exceed the value of a full share multiplied by a fraction, the numerator of which is the combined number of championship season and post-season games of the Club minus the number of those games that Player missed as a result of his suspension, and the denominator of which is the number of championship season and post-season games of the Club.

(b) For suspensions under the Program not covered by Section 7.H.5(a) above (including suspensions pursuant to Section 7.A. that were reduced by the Arbitration Panel pursuant to Section 8.B.4 below), a Player whose suspension includes a majority of his post-season games and who, by operation of Major League Rule 45(b)(3) would be entitled to a full share of the Player's Pool created pursuant to Article X of the Basic Agreement, shall have his share reduced by the proportion of his Club's regular season games he missed due to the suspension.

6. 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) of the Basic Agreement, 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 (sixteen (16) days for pitchers) for a Player suspended for a period of 26 games or more.

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 7. A Player suspended under this Section 7 shall receive Major League Service while suspended during any period he would have received such service but for his placement on the Restricted List as a result of violating the Program. Notwithstanding anything to the contrary in Major League Rule 16(a), a

Player suspended under this Section 7 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 (the "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 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 who 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 this Program. Notwithstanding the preceding sentence, in any such challenge to a positive test result or violation that occurred under the Minor League Program, the terms of the Minor League Program (including, but not limited to, its Collection Procedures and Testing Protocols) shall govern, except with respect to the level of discipline imposed and the Player's appeal rights, which shall be governed by Sections 5, 6, 7 and 8 of this Program. Except as provided in this Section 7.J, a violation of the Minor League Program shall not be considered as a violation of this Program for any purpose under this Section 7.

K. Multiple Substances

1. If a single specimen is positive (within the meaning of Section 3.F.1) for more than one category of Prohibited Substances (Performance Enhancing Substance, Stimulant, DHEA and/or a Drug of Abuse), the Player shall serve the longer applicable suspension only, and the Commissioner's Office will disclose, pursuant to Section 5.C.1 above, the specific substance and the category of Prohibited Substance which resulted in the suspension of that length. However, for purposes of determining the appropriate level of discipline for future positive test

results and non-analytical violations, the Player shall be treated as if he was disciplined for each positive test result separately.

2. A Player who violates Section 3.F.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.F.2 shall be considered a prior offense only if the Player subsequently tests positive for, or is otherwise determined to have used or possessed, that category of Prohibited Substance.

3. A Player who violates Section 3.F.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, or is otherwise determined to have used or possessed, 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, or is otherwise determined to have used or possessed, 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 or DHEA, and he has never previously tested positive for a Stimulant or DHEA, he shall be suspended for 25 games, but he shall be considered to have only one prior offense should he subsequently test positive for, or is otherwise determined to have used or possessed, a Stimulant or DHEA.

L. Notice to the Player

If the notification requirements of Section 3.G are satisfied, a Player will not be disciplined for a second or subsequent positive test result involving a Prohibited Substance that occurred prior to the time that the Player received actual notice of his first positive test result for the same Prohibited Substance, provided that the Player's discipline for his first positive test result was not overturned or rescinded.

M. 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 7.M 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.

8. APPEALS

A. Arbitration Proceedings

1. **Arbitration Panel Review:** The Arbitration Panel shall have jurisdiction to review any determination that a Player has violated the Program, or any determination made pursuant to Section 3.I (Therapeutic Use Exemption). Any dispute regarding the level of discipline within the ranges set forth in Section 7 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's Office below the stated minimum level established for the specific violation as set forth in Section 7, except as expressly provided for in Section 8.B.4 below.

2. **Conduct of Arbitration:** The Players Association and the Player will be represented during the Grievance Procedure and arbitration proceedings only by in-house counsel of the Players Association and/or by outside counsel appointed by the Players Association. The Commissioner's Office will be represented only by in-house counsel of the Commissioner's Office and/or by outside counsel appointed by the Commissioner's Office.

B. Challenges to a Positive Test Result

1. **The Burden of Proving the Violation:** In any case involving an alleged violation of Section 3.F.1, the Commissioner's Office shall have the burden of establishing that a Player's test result was "positive" (as that term is defined therein), and that the test result was obtained pursuant to a test authorized under the Program and was conducted in accordance with the Collection Procedures and Testing Protocols of the Program and the protocols of the Montreal Laboratory (herein collectively "the Collection Procedures"). 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. The Commissioner's Office may establish that a test result was "positive" by introducing the Certificate of Analysis provided by the Medical Testing Officer, and by demonstrating that the test result was for a Prohibited Substance as defined in Section 2 of the Program at the level required by the Testing Protocols. The Commissioner's Office may rely solely on the information contained in the litigation package described in Section 8.C.1(a) to demonstrate that the test was conducted in accordance with the Collection Procedures, including, without limitation, that the chain of custody of the specimen was maintained.

In addition, in any case involving a positive test result for hGH, the Commissioner's Office shall have the burden of establishing the presence of hGH in the Player's blood specimen. As part of meeting that burden, the Commissioner's Office shall be required to establish the accuracy and reliability of the blood test administered to the Player. The Players Association and the Player may present any evidence in response, and the Parties' agreement to allow the test to be conducted shall be irrelevant to the Arbitration Panel's determination as to whether the Commissioner's Office has met that burden. The Commissioner's Office is not required to otherwise establish intent, fault, negligence, or knowing use of hGH on the Player's part to establish a violation.

2. **Challenges to the Proof of the Violation:** The Player may challenge the initial showing by the Commissioner's Office that the result was "positive" or that it was obtained pursuant to a test authorized under the Program and was conducted in accordance with the Collection Procedures.

If the Player alleges a deviation from the Collection Procedures, the Commissioner's Office will carry its burden (a) by demonstrating that there was no deviation; (b) by demonstrating that the deviation was authorized by the parties or by the IPA in an individual case (provided that the IPA acted within the authority delegated to him under the Program); or (c) by demonstrating that the deviation did not affect the accuracy or reliability of the test result.

3. **Affirmative Defense:** A Player is not in violation of the Program if the presence of the Prohibited Substance in his test result was not due to his fault or negligence. The Player has the burden of establishing this defense. 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.

4. **Mitigation:** If a Player proves by clear and convincing evidence that he bears no significant fault or negligence for the presence of the Performance Enhancing Substance in his test result, the Arbitration Panel may reduce the mandated suspension set forth in Section 7.A, subject to the following: (i) the Panel may not reduce the penalty for a first-time violation to fewer than 40 games; (ii) the Panel may not reduce the penalty for a second-time violation to fewer than 80 games; and (iii) the Panel may not reduce the penalty for a third-time violation. Notwithstanding the foregoing, the Panel shall have no authority to reduce the mandated penalty under Section 7.A if the discipline issued pursuant to Section 7.A was based on a positive test result for any of the following Performance Enhancing Substances listed in Section 2.B: Testosterone (No. 60); Human Growth Hormone (No. 67); Chorionic Gonadotrophin and Luteinizing Hormone (No. 69); Selective Estrogen Receptor Modulators, including Raloxifen, Tamoxifen and Toremifen (No. 71); Other Anti-estrogens, including Clomiphene, Cyclofenil, and Fulvestrant (No. 72); Boldenone (No.11) (and metabolites); Nandrolone (No. 45) (and metabolites); and Stanozolol (No. 58) (and metabolites). A Player cannot satisfy his burden under this Section by merely denying that he intentionally used a Performance Enhancing Substances; the Player must provide objective evidence in support of his denial.

C. Procedures for Appeal of a Positive Test Result for a Performance Enhancing Substance or a Second and Subsequent Positive Test Result for a Stimulant or DHEA

The following procedures shall apply when the Medical Testing Officer reports to the IPA a test result for a Player that may be a positive test result for a Performance Enhancing Substance or a second or subsequent positive test result for a Stimulant or DHEA.

1. As required by Section 3.G above, the IPA shall immediately provide notice to the Parties of a reported positive test result, including a copy of the Certificate of Analysis provided by the Medical Testing Officer. The Players Association shall then notify the Player of the reported result within the time parameters set forth in Section 3.G.

(a) After having provided notice to the Parties, the IPA shall provide to the parties as soon as practical but in any event at least one day before the “B” specimen test is conducted, the documentation package prepared by the Medical Testing Officer for the “A” specimen. The IPA also shall direct the Medical Testing Officer to make arrangements for a “B” specimen test, which may be observed by a representative of the Player, the Players Association and/or the Commissioner’s Office. Absent extraordinary circumstances, such test shall be completed within seven (7) days. The IPA shall provide to the Parties as soon as practical the documentation package prepared by the Medical Testing Officer for the “B” specimen. (The documentation packages for the “A” and “B” specimens collectively will be referred to as the “litigation package.”)

(b) If a Player wishes to invoke Section 3.H 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.H. The Medical Testing Officer shall forward his or her opinion to the IPA. The IPA shall forward such opinion to the Parties as part of the litigation package.

(c) If a dispute arises regarding the application of Section 3.I above (“Therapeutic Use Exemption”) in connection with a positive test result, information regarding that dispute shall be gathered and distributed to the Parties as part of the litigation package.

2. The Parties shall confer regarding the reported positive test result within three (3) business days following the day of their receipt of all of the information called for in Section 8.C.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 test result within the meaning of the Program, notice thereof shall be provided to the Player.

3. Unless such notice is provided to the Player, the Commissioner’s Office, by 5:00 PM (ET) of the next business day following the day the Parties completed the conference described in Section 8.C.2 above, shall notify the Player and the Players 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 been issued. If the Player or the Players Association grieves the suspension before the effective date, the Player’s suspension shall be stayed until the Arbitration Panel issues its Award; provided, however, that a Player who previously had a suspension stayed pursuant to this Section 8.C.3 (or its predecessors in the 2005 and 2008 Programs) or Section 8.D.1 (or its predecessor in the 2008 Program) 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 ten (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 twenty-five (25) days following the opening of the hearing. The

Panel shall issue its written opinion within thirty (30) days of issuing 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 to the extent provided for by Section 5.

6. 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 previously has 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) of the Basic Agreement, may consider management sources other than the Player's Club at the time the suspension is served and, notwithstanding Article XII (A)(3) of the Basic Agreement, shall determine, under the particular circumstances, whether and to what extent an Award of Interest is appropriate.

D. Appeal of Discipline Issued Pursuant To Section 7.G.2

The following procedures shall apply when the Commissioner, pursuant to Section 7.G.2 of the Program, disciplines a Player for a violation of the Program involving a Performance Enhancing Substance or a second or subsequent violation of the Program involving a Stimulant or DHEA.

1. Any discipline imposed on a Player pursuant to Section 7.G.2 for a violation involving a Performance Enhancing Substance or a second or subsequent violation involving a Stimulant or DHEA 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 its Award; provided, however, that a Player who previously had discipline stayed pursuant to Section 8.C.3 (or its predecessors in the 2005 or 2008 Programs) or this Section 8.D.1 (or its predecessor under the 2008 Program) 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 twenty (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 twenty-five (25) days following the opening of the hearing. The Panel shall issue its written opinion within thirty (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 provided for by Section 5.

E. Other Appeals

In any case involving an alleged violation of Section 3.F.2 or 3.F.3, or any determination made by the Medical Testing Officer under Section 3.H or the IPA under Section 3.I, the Panel's review of the IPA's or Medical Testing Officer's determination shall be *de novo*. Neither Party shall have the burden of proof with respect to whether the determination of the Medical Testing Office or the IPA, as the case may be, should be affirmed by the Panel.

9. EDUCATIONAL PROGRAMS AND MATERIALS

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

A. Educational Programs

The IPA and the Parties shall develop an educational program for Players 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.

B. Educational Materials

The IPA will prepare, in consultation with the Parties, educational materials and technological resources containing information pertinent to the Program. Educational materials will be made available to all Major League Clubs and Players in Spring Training and throughout each season. In addition, the Parties, in consultation with a jointly-selected expert (or experts), will implement a hotline, website, Smartphone application or other technological resource to answer Player questions regarding whether prescription or over-the-counter medications are banned under the Program, to inform Players that only NSF Certified for Sport supplements are guaranteed to not cause a positive test result, and to answer questions regarding the availability of NSF Certified for Sport supplements.

10. STRENGTH AND CONDITIONING ADVISORY COMMITTEE

A. Purposes of the Committee

The Parties shall maintain a joint Strength and Conditioning Advisory Committee (“SCAC”) which shall consist of an equal number of members representing the Commissioner’s Office and the Players Association. The purposes of the SCAC shall be:

1. To establish and maintain minimum credentials and professional qualifications for strength and conditioning coaches employed by Major League Clubs;
2. To advise Clubs and Players on the existing regulations of the Commissioner’s Office related to strength and conditioning;
3. To maintain standards applicable to all Clubs concerning the availability of food products for Players in Major League clubhouses;
4. To develop Club-specific plans and/or league-wide minimum requirements to make available to Players the NSF Certified for Sport supplements they desire during the championship season, off-season and Spring Training, pursuant to Section 10.C below;

5. To develop improved standards for home and visiting weight rooms pursuant to Section 10.D below;

6. To advise the Parties and the IPA on the content of educational programs and materials, as described in Section 9 above, involving proper nutrition, nutritional supplements, training and conditioning; and

7. To address other matters relating to the strength and conditioning of Players.

B. Committee Meetings

A meeting of the SCAC may be called by any member who believes that there is an immediate need to address a matter set forth in Section 10.A above. In addition, the SCAC shall have at least two (2) regular meetings during each calendar year.

C. Nutritional Supplements

Each Club shall be required to provide NSF Certified for Sport nutritional supplements to its 25-man roster Players during the championship season, and to all 40-man roster Players during the off-season and Spring Training. This requirement shall include making supplements available while on the road during the championship season.

1. The SCAC will develop Club-specific plans, and/or league-wide minimum requirements, to make available to Players the NSF Certified for Sport supplements they desire during the championship season (home and road), off-season and Spring Training. In preparing a plan for each Club, and/or the minimum league-wide requirements, the SCAC will rely upon consultations with 40-man roster Players, will take into account the views of a Club's medical staff (including any Club registered dietician) regarding the efficacy of various products and will consult with experts in the fields of toxicology, the immune system and dietary science. The plan for each Club and/or the league-wide minimum requirements, also will include the method by which the Club will provide NSF Certified for Sport supplements to Players while on the road and during the off-season.

2. The plan for each Club, and/or league-wide minimum requirements, shall ensure that NSF Certified for Sport supplements are available in home and visitor clubhouses during the championship season and during Spring Training, and available for distribution to Players' residences during the off-season. The plan for each Club and/or league-wide minimum requirements shall provide a mechanism for Players to obtain through the Club NSF Certified for Sport supplements that are not otherwise provided by the Club. Each Club shall be required to fund the costs associated with fulfilling its obligations under its plan and/or the league-wide minimum requirements. The funds earmarked for a Club's plan and/or to meet the league-wide minimum requirements may not be reallocated from other programs or personnel that support Player health and safety (e.g., medical, athletic training, or strength and conditioning staff/equipment/facilities).

3. The SCAC will present to the Parties the plan developed for each Club, and/or the league-wide minimum requirements. Clubs will be expected to implement their plan and/or the league-wide minimum requirements by the commencement of 2015 Spring Training, and the Parties will establish a protocol to address reports about a Club's failure to comply with its plan. The SCAC will investigate such complaints and report to the Parties regarding Clubs' compliance.

D. Weight Rooms

The SCAC will develop improved standards for home and visiting weight rooms. These weight room standards will include minimum requirements for the following criteria: square footage, climate control, equipment, equipment maintenance/replacement and any other criteria established by the SCAC. In Major League ballparks where it is not practicable to meet the weight room standards developed by the SCAC, off-site accommodations or other areas (including providing visiting Clubs with access to the home weight room) will be identified and established. The SCAC will report its proposed standards to the Parties, and the Parties will establish an enforceable timetable for implementation of the SCAC's proposals. The Parties will also establish an audit process to identify Clubs that fail to satisfy the standards established under this provision.

11. COSTS OF THE PROGRAM

Any costs for the treatment and testing of Players on a Treatment Program 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 for testing under 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 expenses associated with its Medical Representative.

12. 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, the IPA, CDT, and the Montreal Laboratory.

13. TERM

The termination date of the Program shall be December 1, 2016.

ATTACHMENT 1

David Prouty, Esq.
General Counsel
Major League Baseball Players Association
12 East 49th Street
New York, NY 10017

Re: Testing of Foreign Professionals

Dear Dave:

This is to confirm our understanding that Foreign Professionals as defined in Major League Rule 3(a)(1)(C) who intend to sign Major League Contracts shall be subjected to an unannounced urine collection to detect for the presence of Performance Enhancing Substances and DHEA only, and an unannounced blood collection to test for the presence of hGH, all conducted pursuant to the collection and laboratory procedures of the Program as follows:

- a. Foreign Professionals from the following countries will be tested within seven days of the specified triggering events: (i) Cuba—formal notification by the Commissioner’s Office to Clubs (and the Players Association) that the player qualifies as a Foreign Professional; (ii) Japan and Korea—formal notification to the Clubs (and the Players Association) that the player has been posted; and (iii) All Other Countries—notification to the Players Association by the Office of the Commissioner (or vice versa) that a Major League Club is negotiating with the player, or has reached a tentative agreement with the player (but before terms have been confirmed), on a Major League Contract. All pre-employment drug tests of Foreign Professionals will be expedited by the Montreal Laboratory, and the results will be reported to the Parties directly by CDT.
- b. A Foreign Professional who tests positive for any Performance Enhancing Substance or DHEA in connection with the pre-employment drug test will not be disciplined pursuant to the Program. Rather, the penalty shall be limited

to notification of the positive test result to any inquiring Club(s) by the Office of the Commissioner and mandatory follow-up drug testing of the Foreign Professional for twelve (12) months pursuant to Section 3.D of the Program after the terms of his Major League Contract are confirmed. (If the Foreign Professional ultimately signs a Minor League Contract, the mandatory follow-up drug testing will be pursuant to the Minor League Drug Prevention and Treatment Program.) The Commissioner's Office and Players Association shall be responsible for ensuring that any Club, player or other individual who receives notification of a positive test under this provision maintains the confidentiality of the information. In accordance with Section 5 of the Program (as revised), each Party will be deemed responsible for any unauthorized disclosures by persons to whom they provide Confidential Information.

- c. A positive test result from a pre-employment drug test of a Foreign Professional who later signs a Major League Contract will not be considered a first violation (as defined in Section 7 of the Program) for purposes of determining discipline for any future violation of the Program by the Foreign Professional. Nor will a Foreign Professional who tests positive in connection with a pre-employment drug test be disciplined for a subsequent positive test for the same Performance Enhancing Substance or DHEA resulting from a urine or blood test conducted after terms of a Contract between the Foreign Professional and a Major League Club are confirmed, provided that the provisions of Section 3.H of the Program are satisfied.

Very truly yours,

Daniel R. Halem
Executive Vice President
Labor Relations
Major League Baseball
Office of the Commissioner

ATTACHMENT 2

David Prouty, Esq.
General Counsel
Major League Baseball Players Association
12 East 49th Street
New York, NY 10017

Re: Testing of Certain Free Agents

Dear Dave:

This is to confirm our understanding that a Player who previously has been a party to a Major League Contract, but who has not been under reserve to a Major League Club or an affiliated Minor League club for one calendar year or longer (including Players who have been on the Restricted List, Voluntary Retired List, Ineligible List or Disqualified List for one calendar year or longer) (referred to as “Extended Free Agents”), will be subject under the procedures of the Program to an unannounced urine collection to detect for the presence of Performance Enhancing Substances or DHEA only, and an unannounced blood collection to test for the presence of hGH, prior to the time that terms are confirmed on any Contract between the Player and a Club.

- a. The Players Association will notify all certified player agents that they must notify the Players Association if they will attempt to negotiate a Major League Contract for an Extended Free Agent, and the Players Association, upon receiving such notification, shall notify the Office of the Commissioner.
- b. An Extended Free Agent shall be scheduled for an unannounced urine and blood collection within seven days of the time that the MLBPA provides notice to the Office of the Commissioner of the name of the Extended Free Agent. If no notice is provided by the certified player agent, the Player shall be collected as soon as practicable after either the MLBPA or the Office of the Commissioner learns that the Player is negotiating with Clubs over a Major League Contract. The parties will not confirm terms on the Contract of the Extended Free Agent until he is subjected to a urine and

blood collection, and the results are reported by the laboratory. All pre-employment drug tests of Extended Free Agents will be expedited by the Montreal Laboratory, and the results will be reported to the Parties directly by CDT.

- c. An Extended Free Agent who tests positive for any Performance Enhancing Substance or DHEA in connection with such pre-employment drug test will not be disciplined pursuant to the Program. Rather, the penalty for testing positive for a Performance Enhancing Substance or DHEA shall be limited to notification of the positive test result to any inquiring Club(s) by the Office of the Commissioner and mandatory follow-up drug testing of the Extended Free Agent for twelve (12) months pursuant to Section 3.D of the Program after the terms of his Major League Contract are confirmed. (If the Extended Free Agent ultimately signs a Minor League Contract, the mandatory follow-up drug testing will be pursuant to the Minor League Drug Prevention and Treatment Program.) In accordance with Section 5 of the Program (as revised), the Commissioner's Office and Players Association shall be responsible for ensuring that any Club, player or other individual who receives notification of a positive test under this provision maintains the confidentiality of the information. Each Party will be deemed responsible for any unauthorized disclosures by persons to whom they provide Confidential Information.
- d. A positive test result from a pre-employment drug test of an Extended Free Agent who later signs a Major League Contract will not be considered a first, second, third or fourth violation (as defined in Section 7 of the Program) for purposes of determining discipline for any future violation of the Program by the Extended Free Agent. Nor will an Extended Free Agent who tests positive in connection with a pre-employment drug test be disciplined for a subsequent positive test for the same Performance Enhancing Substance or DHEA resulting from a urine or blood test conducted after terms of a contract between the Extended Free Agent and a Major League Club are

confirmed, provided that the provisions of Section 3.H of the Program are satisfied.

Very truly yours,

Daniel R. Halem
Executive Vice President
Labor Relations
Major League Baseball
Office of the Commissioner