

# RUGBY FOOTBALL UNION

## ILLICIT DRUGS POLICY

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### **1 RFU's Position on Illicit Drugs**

- 1.1 The Rugby Football Union (*RFU*), Member clubs, the Rugby Players Association and Players recognise that the use of Illicit Drugs presents a threat to the health of the Game.
- 1.2 It is further recognised that Players have the ability to influence the lives of others through their own behaviour.
- 1.3 The RFU has developed this Illicit Drugs policy in conjunction with the Rugby Players Association (RPA) and Premier Rugby Ltd (PRL) with the two equally important principal objectives of:
  - (a) protecting the health and welfare of Players; and
  - (b) protecting and promoting the image and reputation of rugby as a game free of Illicit Drugs.

These principal objectives shall be effected by

- (c) educating Players about the dangers of Illicit Drugs;
- (d) providing, or giving guidance on, drug counselling, treatment and rehabilitation services to Players who are found to be using Illicit Drugs or may otherwise be susceptible to such use;
- (e) providing an effective and measured deterrent to Illicit Drug use by Players; and
- (f) providing a positive example for young players and others in the community.

In striving to achieve these objectives, it is recognised and accepted that an integrated approach to education, deterrence and rehabilitation is the most appropriate method of deterring the use of Illicit Drugs by Players and protecting the health and welfare of Players. The implementation and administration of this Policy by the RFU will be consistent with the achievement of these objectives.

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## 2 Interpretation and Definitions

Capitalised terms used but not specifically defined in this Policy shall have the meaning given in the RFU Rules and Regulations and any such defined terms which refer specifically to Anti-Doping or Doping Control shall apply to Illicit Drugs as far as their use in this Policy is concerned. For the avoidance of doubt in relation to this Policy, in the event of any difference in the definitions of any capitalised terms between the RFU Rules or Regulations and the IRB Regulations, the RFU definition shall prevail.

<b>Adverse Analytical Finding (AAF)</b>	a report from the Testing Agent's laboratory which identifies in a Sample the presence of an Illicit Drug or its Metabolites or Markers or evidence of the Use of a Prohibited Method;
<b>Ineligibility</b>	means the Player is barred from participating in matches for a specified period of time. In certain circumstances the bar on participation may be extended to include other activity as set out in RFU Rule 5.12 and/or IRB Regulation 21.22.13;
<b>Illicit Drug</b>	Any substance listed in the version of Schedule 1 of this Policy which is current at the time of the Sample collection;
<b>Illicit Drugs Advisory Committee</b>	the Committee established by the RFU in accordance with paragraph 3.4 of this Policy;
<b>Monitoring Sample</b>	means any biological material, including urine, blood, hair (from any part of the body) and oral fluid collected as a pre-determined Monitoring Sample in accordance with paragraph 8.6 of this Policy further to any confirmed Adverse Analytical Finding for an Illicit Drug, or admission of Use of an Illicit Drug, or as a Pre-Employment Test in accordance with paragraph 9.4 of this Policy, and which, in the event that it gives rise to an Adverse Analytical Finding, will not in itself constitute a Violation;
<b>Pre-Employment Test</b>	shall mean any such pre-determined sample collection and analysis conducted in accordance with paragraph 9.4 of this Policy;
<b>Prior Approval</b>	is an approval given in writing by the RFU Programme Medical Director for the therapeutic use of any substance listed in Schedule 1 for a defined period. Such approval will be in response to a formal

application to the RFU Programme Manager in advance of any use and will involve a review of the supporting medical evidence. The principles of Prior Approval will be aligned with the principles of Therapeutic Use Exemption under the WADA code;

<b>Programme Manager</b>	the person appointed by the RFU to manage and administer the Programme in accordance with this Policy;
<b>Programme Medical Director</b>	the Medical Practitioner (or his appointed deputy) who will provide day to day medical advice to the Programme;
<b>Programme Review Group</b>	the group of three persons, normally comprising the Programme Medical Director, the RFU Programme Manager and the RFU Legal Officer, or such other suitable deputies as determined by the RFU CEO, which convenes for the purpose of decisions under paragraphs 4.1(b), 4.1(c), 5.1(b), 7.2, 7.4, 8.1, 8.2(f) and 8.2(g) of this Policy;
<b>Provisional Suspension</b>	means the Player being barred temporarily from participating in any Match prior to the final decision of the RFU Disciplinary Panel on a period of Ineligibility;
<b>Sample</b>	means any biological material, including urine, blood, hair (from any part of the body) and oral fluid, collected for the purposes of testing for Illicit Drugs;
<b>Sample Collection Officer (SCO)</b>	The authorised person appointed and responsible for conducting and overseeing the Sample collection procedures. The SCO shall be independent and properly trained in Sample collection procedures. The SCO may also perform the duties of a Chaperone;
<b>Violation</b>	shall have the meaning ascribed in more detail in Paragraph 4.1 of this Policy.

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### **3 Application of Illicit Drugs Policy**

- 3.1 This Illicit Drugs Policy applies to all Players (which shall include England National Representative Team players contracted to clubs outside England) and Clubs. Each Player and Club must observe and comply with this Policy. In addition, the requirement to attend education sessions as outlined in paragraph 6.2 shall also apply to contracted Academy Players at Premiership clubs who are under the age of 18 years old. Other Participants in the Game

alleged to have committed or contributed to a breach of this Policy may be subject to investigation and sanction under RFU Rule 5.12 Misconduct.

- 3.2 Schedule 1 describes the substances which, along with their Metabolites and Markers, are prohibited under this Illicit Drugs Policy (*Illicit Drugs*). Schedule 1 may be amended from time to time by notice from the RFU. It is deemed sufficient notice that any amendments to Schedule 1 by the RFU will be published on the RFU's website (www.rfu.com), in addition to written notification of such amendment to RPA and PRL. Ignorance of what substances are prohibited under this Policy is not an acceptable defence and Players are responsible for ensuring that they are familiar with the list of Illicit Drugs.
- 3.3 This Illicit Drugs Policy will only apply to Out-of-Competition testing for Illicit Drugs. Any In-Competition Testing or Out-of-Competition Testing for Prohibited Substances or Prohibited Methods as referred to in RFU Regulation 20, shall be dealt with under those Regulations, to the exclusion of this Illicit Drugs Policy. For the avoidance of doubt, whether in terms of any sanction for an Adverse Analytical Finding arising from an in-competition test, or in the event of a clash between Sample collections under the Illicit Drugs testing programme and Sample collections under the anti-doping programme, the anti-doping programme shall take precedence save in the event that any Player has already provided, or is in the process of providing, an Illicit Drugs Sample.
- 3.4 The RFU shall coordinate and be responsible for the implementation and administration of this Policy, including all testing under this Policy. The RFU shall also appoint an Illicit Drugs Advisory Committee to provide the Union with general advice and assistance on Illicit Drugs issues and related matters, including the monitoring and review of this Policy. The Illicit Drugs Advisory Committee shall report to the RFU Management Board including on any proposed changes to the Policy. The RPA and PRL shall be represented on the Illicit Drugs Advisory Committee but neither they nor any Club shall test or procure the testing of Players for Illicit Drugs.

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## **4 Violations of the Illicit Drug Policy**

- 4.1 A Player shall commit a Violation of this Illicit Drug Policy where:
  - (a) there is present, in that Player's bodily Sample, any Illicit Drug, or its Metabolites or Markers, unless that Sample was pre-determined as a Monitoring Sample; or
  - (b) in the reasonable opinion of the RFU Programme Review Group, a Player refuses or fails to submit a Sample for collection after notification as authorised under this Illicit Drugs Policy or otherwise evades any Sample collection, including any Monitoring Sample; or

- (c) in the reasonable opinion of the RFU Programme Review Group, a Player is guilty of Tampering or Attempted Tampering with any part of the Illicit Drugs testing process.

In terms of sanction, a first Violation under (b) and (c) above shall equate to a second Violation save that for a Violation under (b) above which is in relation to a Monitoring Sample, the RFU Disciplinary Panel shall have absolute discretion in determining the period of Ineligibility without reference to the entry point specified in paragraph 8.3(f) below. Similarly, a second Violation under (b) and (c) above shall equate to a further Violation in terms of sanction.

- 4.2 This Policy focuses on the presence of Illicit Drugs in a Player's Sample. Any Player involved in the trafficking, supply or possession of Illicit Drugs will be liable to whatever consequences are prescribed or available under the RFU's Anti-Doping Regulations or RFU Rule 5.12.
- 4.3 Subject to paragraph 5, it is not an acceptable defence to any claim that a Player has committed a Violation under this Illicit Drug Policy for that Player to contend that:
  - (a) the use of the Illicit Drug by the Player was not intentional or it had otherwise been used inadvertently;
  - (b) the Player was negligent, ignorant or otherwise not at fault;
  - (c) the Player did not know the Illicit Drug was prohibited under this Illicit Drug Policy; or
  - (d) use of the Illicit Drug in question did not enhance the performance of the Player concerned or was otherwise not performance enhancing.
- 4.4 Any Player who returns an Adverse Analytical Finding for Illicit Drugs following an in-competition doping control test shall be dealt with under the relevant anti-doping regulations and any sanction applied accordingly. The Player will not be sanctioned for any such Finding under this Policy. If it is the Player's first Finding he shall be entitled to the same access to an Initial Case Review, a Treatment Consultation and Assessment and appropriate Treatment and Rehabilitation as outlined in paragraph 8 below. However the Finding will count as a Violation for the purposes of any subsequent Findings under this Policy. In such circumstances, paragraph 9.5 shall apply in relation to the in-competition doping Violation but only in so far as it relates to subsequent out-of-competition Findings under this Illicit Drugs Policy. For the avoidance of doubt the 18-month lapse period stated in paragraph 9.5 does not apply to the doping Finding under the relevant anti-doping regulations.

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## **5 Prior Approval of Use**

- 5.1 Players with a documented medical condition requiring the therapeutic use of an Illicit Drug (listed in Schedule 1) must first obtain a Prior Approval from the Programme Medical Director. In circumstances where:
- (a) a Player holds a Prior Approval in respect of a particular Illicit Drug;  
**and**
  - (b) the Player establishes to the reasonable satisfaction of the RFU Programme Review Group that the Player has not used the Illicit Drug other than in accordance with the conditions (if any) of the Prior Approval;

that particular use of the Illicit Drug shall not be deemed as a Violation.

An application for a Prior Approval will not be considered for retroactive approval except in cases where emergency treatment or treatment of an acute medical condition was necessary, or due to exceptional circumstances, there was insufficient time or opportunity for an applicant to submit an application prior to testing under this Illicit Drugs Policy.

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## **6 Obligations and Education**

- 6.1 Each Player must comply with his obligations under this Policy including his obligation to:
- (a) familiarise himself and comply with the Illicit Drugs Policy;
  - (b) ensure that no Illicit Drugs are found to be present in his Sample;
  - (c) submit to testing for Illicit Drugs as required by this Policy;
  - (d) attend preventative education programmes;
  - (e) take full responsibility, in the context of Illicit Drugs, for what he ingests and Uses;
  - (f) attend any assessment, counselling or drug treatment programme as directed by the Programme Medical Director following a Violation of this Policy; and
  - (g) participate in an on-going monitored testing programme as directed by the Programme Medical Director following a Violation of this Policy; and

- (h) provide such advance information on his whereabouts for the purpose of No Advance Notice testing if required to so do by the Programme Review Group as outlined in paragraph 7.2.

6.2 The RFU must comply with its obligations under this Policy including its obligation to:

- (a) notify Players that they are liable for selection to provide Samples for testing of Illicit Drugs;
- (b) procure that Players are tested for Illicit Drugs in accordance with this Policy;
- (c) ensure that a suitable drug education programme dealing with the health dangers of the use of Illicit Drugs is developed and made available for delivery to Premiership Players, and also Premiership club contracted academy players under the age of 18 years old, through PRL and/or RPA, and that the RFU website has links to generic Illicit Drugs educational material for the wider game;
- (d) arrange assessment, counselling and rehabilitation programmes for Players in the circumstances described in this Policy, and afford similar access to these programmes for any Players who return an Adverse Analytical Finding for Illicit Drugs following an in-competition doping control test;
- (e) inform Players about the sanctions that apply in circumstances of a Violation under this Policy, and sanction Players in accordance with the terms of this Policy; and
- (f) maintain the confidentiality of information as required by this Policy.

6.3 The Premiership clubs shall comply with their obligations to

- (a) ensure that Players, and also Premiership club contracted academy players under the age of 18 years old, are given the opportunity to take part in the drug education programme sessions dealing with the health dangers of the use of Illicit Drugs and make attendance at such sessions mandatory;
- (b) ensure in the event of a Player having a justifiable reason for not participating in any drug education session, that the Player is suitably briefed at an early date and made aware of from where or from whom he can receive further information;
- (c) maintain a register of Players' attendance at drug education sessions and, in conjunction with RPA, take appropriate action against any Player who fails to attend. It shall not be an acceptable defence to any claim that a Player has committed a Violation for the Player to contend

that he was not at fault due to his non-attendance at such drug education session.

The Premiership clubs are also encouraged to identify who in the club can be approached by any players who have questions relating to Illicit Drugs or this Policy and to provide information to the Players if they request it.

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## **7 Testing**

- 7.1 The RFU shall appoint an agency to conduct or arrange sample collection and Sample analysis for the purposes of this Policy (*Testing Agent*). The Testing Agent may be different from those used under the RFU Anti-Doping programme and the laboratory used does not require to be WADA accredited. The RFU shall only use Testing Agencies that have demonstrated that they are suitably experienced and fit for purpose including appropriate quality assurance (eg *Laboratory ISO 17025*). In accordance with RFU Regulation 20.16 the independent private testing/screening of Players for Illicit Drugs by a Club or a Player (or by a third party with a Club and/or Player's knowledge) for whatever reason is prohibited.
- 7.2 All Players are obliged to submit to Out-of-Competition Testing under this Illicit Drugs Policy. The RFU shall agree a test distribution plan with the Testing Agent. Such testing may be conducted by the Testing Agent at any time or place and without advance notice. Players may be selected for any number of tests under this policy and such testing may be targeted or random. Selection for target testing shall be undertaken in accordance with the process outlined in Schedule 2. In certain cases where a Player has been identified for a target test, the Programme Review Group may, with good reason, determine that the Player be required to submit such advance information on his whereabouts as necessary for the purpose of No Advance Notice testing.
- 7.3 The Testing Agent shall obtain Samples from Players and perform analysis on Samples substantially in accordance with the procedure described in Schedule 2. Only laboratory analysed urine or hair sample results will be used for the purpose of determining a Violation for an Adverse Analytical Finding. Any other forms of testing or analysis shall only be used for screening purposes, as justification for a further sample collection or target test, to help inform on the Player's need for counselling and treatment, or, in the event of a subsequent Violation, to help determine the appropriate period of Ineligibility.
- 7.4 The RFU Programme Review Group shall have the absolute discretion to determine whether any sampling, testing or analytical irregularities could reasonably be considered to have affected the results of a test to the extent that the test results should be invalidated. Such irregularities may include for example, a break in the chain of custody of the Sample, improper sealing of the container(s) in which the Sample is stored, and failure to provide the Player with an opportunity to be present or represented at the opening and analysis of the 'B' Sample (if analysis of a 'B' sample is requested by the

player). Sampling, testing and analytical irregularities that cannot reasonably be considered to have affected the results of otherwise valid tests will not invalidate such results.

- 7.5 The RFU Programme Manager shall be responsible for receiving Sample results from the Testing Agent and shall consult accordingly with the Programme Medical Director on all Adverse Analytical Findings.
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## **8 Due Process and Sanctions (See also Schedule 3)**

- 8.1 On receipt of a confirmed Adverse Analytical Finding (AAF) from the laboratory for an Illicit Drug, the RFU Programme Review Group shall without delay check the result details, identify the player, check that there is no apparent reason at that stage not to consider the finding a Violation, and determine whether the AAF constitutes a Violation.
- 8.2 First Violation –where a Player has been deemed to have committed his first Violation, the Programme Medical Director shall inform the Player, initially verbally but also confirmed in writing, that he has committed a Violation. The verbal notification to the player should take place as soon as practical and normally within 24 hours of the Testing Agent reporting the AAF. The following procedure shall then apply:
- (a) *Notification* - the Programme Medical Director shall inform the Player's club's medical officer (**Club MO**) that the Player has committed a Violation with a view to involving that medical officer, as far as practical, in the education, counselling and treatment of the Player. In the case of EPS Players, the England Team doctor shall also be informed. All medical information will be managed according to the GMC principles of medical confidentiality. The RFU Programme Medical Director will keep the fact of the Player's Violation confidential and will not disclose it to any Person other than those described in this paragraph 8.2(a) or otherwise in accordance with this Policy or with the written permission of the Player. The Player may choose to advise whoever he wishes but should do so wisely and with the aim of maintaining confidentiality;
  - (b) *Initial Case Review* - the Player shall be required to participate in an initial review with the Programme Medical Director to discuss the circumstances of the Violation and a referral to the Treatment Consultant will be agreed. The initial review may be conducted by telephone conference if each party so agrees. The Player may be accompanied by a representative in addition to the Club MO;
  - (c) *Treatment Consultation and Assessment* – the Programme Medical Director shall agree a record of the initial review with the Player and shall provide a copy to an RFU appointed consultant in Illicit Drug use and addiction (the Treatment Consultant) for the purpose of an assessment of the Player, the circumstances of the Violation, the

Player's understanding of the related health issues, and the need for the Player to undergo further counselling or treatment. Attendance by the Player at this assessment session shall be mandatory. As part of this assessment the player shall make available his full medical records. All medical information will be managed according to the GMC principles of medical confidentiality. The Treatment Consultant shall report his/her findings to the Programme Medical Director. The costs of the assessment session will be met by the RFU. The Player shall meet his own costs incurred as a result of his participation in the assessment;

- (d) *Treatment and Rehabilitation* - the Player must attend such further counselling and/or drug treatment programme in respect of Illicit Drugs as considered appropriate by the Programme Medical Director and Treatment Consultant. The Programme Medical Director together with the Treatment Consultant shall determine and agree the treatment and rehabilitation programme in consultation with the player. The costs of the counselling or treatment programme which is specific to the player's Illicit Drugs use and which is delivered by the RFU appointed service provider will be met by the RFU for a period determined by the Programme Medical Director at his or her discretion. The Player shall meet his own costs incurred as a result of his participation. For the avoidance of doubt, in the event that counselling or treatment for Illicit Drugs use reveals any other underlying problem which needs further counselling or treatment, the RFU shall not be liable for the cost of such further counselling or treatment;
- (e) *Monitored Target Testing* - the Player may be placed on a monitored target testing programme for Illicit Drugs for a period of time considered appropriate by the Programme Medical Director;
- (f) *Fixed Penalty* – irrespective of the Class or level of Illicit Drug found in a Player's Sample, the Player will be charged a fixed penalty based on the following scale:

SENIOR PROFESSIONAL	ACADEMY/OTHER
£ 5,000	£1,000

The fixed penalty shall be due for payment in full within 1 month of notification of the Violation to the Player unless the RFU Programme Review Group agrees with the Player that the fixed penalty may be paid in instalments (up to a maximum of 5 instalments) in which case the full fixed penalty must be settled no later than 6 months after notification. The RFU Programme Review Group's decision shall be final and binding as to whether a player is a "Senior Professional" or an "Academy/Other" for the purposes of deciding the fixed penalty; and

- (g) failure by the Player either to pay the fixed penalty by the due date or to comply, without compelling justification, with paragraph (b), (c) or (d), will be communicated to the RFU Legal Officer and shall mean the

Player being subject to such period of Ineligibility as determined by an RFU Disciplinary Panel. The Player may be subject to Provisional Suspension at the discretion of the RFU Legal Officer pending the RFU Disciplinary Panel's decision. If, in the opinion of the RFU Programme Review Group, the Player is not complying with any requirement of this Due Process, the Player shall first be given warnings, both verbal and written, and afforded an opportunity to become compliant before the matter is referred to the RFU Legal Officer for disciplinary action under the RFU Disciplinary Regulations.

In the event that any circumstances relating to a Player's First Violation become a matter of public knowledge or reported in the media, through no fault of the RFU, and the Player has acknowledged his involvement or there is compelling evidence in the public domain of the Player's involvement, the RFU shall be permitted to request from the Programme Medical Director, and the Programme Medical Director shall provide to the RFU (and the Player's club), all details of that Violation including details about the Player and the Illicit Substance in issue. All medical information will be managed according to the GMC principles of medical confidentiality. In the case of such disclosure, the obligations of confidentiality imposed on the RFU shall no longer apply. In addition, if a period of Ineligibility is imposed because of the Player's non-compliance with any requirement of this Due Process, the obligations of confidentiality imposed on the RFU shall no longer apply.

8.3 Second Violation – where a Player commits his second Violation (or a first Violation in terms of paragraph 4.1(b) or 4.1(c)), the Programme Medical Director shall inform the Player, initially verbally but also confirmed in writing, that he has committed a second Violation. The verbal notification to the player should take place as soon as practical and normally within 24 hours of the Testing Agent reporting the AAF. The following procedure shall then apply:

- (a) *Notification* – the Programme Medical Director must notify:
  - i. the RFU Legal Officer and RFU Head of Sports Medicine;
  - ii. the Player's club's Chief Executive Officer (or equivalent) and Medical Officer;
  - iii. for EPS players, the England Team Manager and Team Doctor and the RFU Elite Rugby Director; and
  - iv. the CEOs of PRL and RPA.

The Player may choose to advise whoever he wishes but should do so wisely and with the aim of maintaining confidentiality at this stage of the process;

- (b) *Initial Review* - the Player shall be required to participate in an initial review with the Programme Medical Director to discuss the

circumstances of the second Violation and this Due Process. The initial review may be conducted by telephone conference if each party so agrees. The Player may be accompanied by a representative in addition to the Club MO;

- (c) *Counselling and Treatment* - the Player must attend such further counselling and/or drug treatment programme in respect of Illicit Drugs as considered appropriate by the Programme Medical Director. The Programme Medical Director together with the Treatment Consultant shall determine and agree the treatment and rehabilitation programme in consultation with the player. The costs of the counselling or treatment programme which is specific to the player's Illicit Drugs use and which is delivered by the RFU appointed service provider will be met by the RFU for a period determined by the Programme Medical Director at his or her discretion. The Player shall meet his own costs incurred as a result of his participation. For the avoidance of doubt, in the event that counselling or treatment for Illicit Drugs use reveals any other underlying problem which needs further counselling or treatment, the RFU shall not be liable for the cost of such further counselling or treatment;
- (d) *Monitored Target Testing* - the Player may be placed on a monitored target testing programme for Illicit Drugs for a period of time considered appropriate by the Programme Medical Director;
- (e) *Fixed Penalty* – the Player will be charged a further amount which shall be determined by an RFU Disciplinary Panel and which, for the avoidance of doubt, shall be in addition to the First Violation fixed penalty; and
- (f) *Period of Ineligibility* - a period of Ineligibility will be imposed on the Player. This period of Ineligibility shall be determined by an RFU Disciplinary Panel and shall take account of the particular circumstances of the case and any aggravating or mitigating factors. The Player shall be subject to Provisional Suspension pending the RFU Disciplinary Panel's decision. The entry point for the period of Ineligibility for each Illicit Drug shall be 12 months. The Panel shall also determine whether the period of Ineligibility (or what parts thereof) shall apply only to matches or to other aspects of the Game.

8.4 Third and Further Violations – where a Player commits his third or Further Violation, the Programme Medical Director shall inform the Player, initially verbally but also confirmed in writing, that he has committed a third or further Violation. The verbal notification to the player should take place as soon as practical and normally within 24 hours of the Testing Agent reporting the AAF. The following procedure shall then apply:

- (a) *Notification* – the Programme Medical Director must notify:
  - i. the RFU Legal Officer and RFU Head of Sports Medicine;

- ii. the Player's club's Chief Executive Officer (or equivalent) and Medical Officer;
- iii. for EPS players, the England Team Manager and Team Doctor and the RFU Elite Rugby Director; and
- iv. The CEOs of PRL and RPA.

The Player may choose to advise whoever he wishes but should do so wisely and with the aim of maintaining confidentiality at this stage of the process.

- (b) *Initial Review* - The Player shall be required to participate in an initial review with the Programme Medical Director to discuss the circumstances of the Violation and this Due Process. The initial review may be conducted by telephone conference if each party so agrees. The Player may be accompanied by a representative in addition to the Club MO.
- (c) *Period of Ineligibility* - A period of Ineligibility will be imposed on the Player. This period of Ineligibility shall be determined an RFU Disciplinary Panel and shall take account of the particular circumstances of the case and any aggravating or mitigating factors. The Player shall be subject to Provisional Suspension pending the RFU Disciplinary Panel's decision. The Panel shall also determine whether the period of Ineligibility (or what parts thereof) shall apply only to matches or to other aspects of the Game.

#### 8.5 B Sample –

- (a) Every Player whose "A" Sample gives rise to an Adverse Analytical Finding shall have the right to request that his "B" Sample be analysed to determine whether or not that Sample confirms the Adverse Analytical Finding in the main "A" Sample. Any such request must be made within 10 days of the written notification to the Player that his main "A" Sample discloses the presence of an Illicit Drug. Written notification shall be deemed to have been served by the Programme Medical Director 24 hours after posting by recorded delivery to the address provided by the player either on the sample collection form or such other address confirmed by the player. Where applicable, arrangements for the analysis of the "B" Sample shall be made as soon as reasonably practicable.
- (b) A Player may accept the results of the "A" Sample Adverse Analytical Finding by so advising the Programme Medical Director. A player who has neither confirmed acceptance of the "A" Sample Adverse Analytical Finding nor requested that the "B" Sample be analysed within 10 days of receiving notification of the "A" Sample Adverse

Analytical Finding shall be deemed to have accepted results of the “A” Sample Adverse Analytical Finding.

- (c) If a Player requests that his “B” Sample be analysed, the analysis shall be at his own expense.
- (d) At any “B” Sample analysis, the Player whose Sample is being analysed and/or his representative are entitled to be present at their own expense. A representative of the RFU may also be present.
- (e) If the “B” Sample analysis does not give rise to an Adverse Analytical Finding, which discloses the same Illicit Drug detected in the main “A” Sample the entire test shall be considered negative. The Player who provided the Sample shall be notified and no further action will be taken.
- (f) Where the “B” Sample analysis gives rise to an Adverse Analytical Finding, which discloses the same Illicit Drug detected in the main “A” Sample the Player concerned shall be notified.

8.6 Monitoring Sample - At any stage of the process, the player may be required to submit a Monitoring Sample which, in the event of a follow-up test, may be of a different type of biological material than that which was first collected, and the player shall be bound to comply. Only the Programme Medical Director may designate a Sample as a Monitoring Sample and such designation, without exception, must be recorded in advance of the test. The designation shall also confirm, depending on the circumstances of the case and the type of sample collection, whether the Monitoring Sample is to be collected on No Advance Notice, short advance notice, or advance notice. In so designating any more than one Monitoring Sample for a Player, the Programme Medical Director shall take into account the Treatment Consultant’s advice regarding the Player’s need for counselling and treatment and the expected period required for this counselling and treatment. Whilst no maximum is fixed on the period during which a Player may be designated for Monitoring Samples, for the avoidance of doubt, such period ultimately will be time limited depending of the individual circumstances of each case. Any Monitoring Sample shall:

- (a) not alter the status of the AAF from the initial Sample or the Player’s admission of Use;
- (b) not constitute a separate Violation if it verifies the AAF from the initial Sample or the Player’s admission of Use; and
- (c) be used to help inform on the player’s need for counselling and treatment.

When a second or subsequent Violation has been committed, any Monitoring Sample may be used to help determine the appropriate period of Ineligibility.

- 8.7 Where a Player is ruled Ineligible in accordance with this Policy, the Player shall not be selected in any rugby team for any match or competition until the period of Ineligibility has expired. For the avoidance of doubt, the RFU will not provide a release or clearance for the Player to play rugby outside England until it is satisfied that the applicable period of Ineligibility has expired.
- 8.8 Notwithstanding anything else in this Policy, a failure by a Player to comply with any sanctions listed in this paragraph 8 shall be deemed to be a separate and additional Violation for the purposes of this Policy.
- 8.9 All monies levied pursuant to this Policy shall be paid to the RFU and used by RFU to fund rehabilitation, education and testing programmes under this Policy.
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## **9. Confidentiality and Disclosure of Information**

- 9.1 The RFU will publicly disclose the reasons for a Player's suspension at the second and subsequent Violations. Information and details about a Player's first Violation will be disclosed if a Player commits a second or subsequent Violation. Notwithstanding the obligation of confidentiality in respect to a first Violation, Players acknowledge that the RFU may also disclose details of a First Violation in the circumstances described in paragraph 8.2.
- 9.2 Information collected from Players under this Policy is confidential. All Persons who acquire information collected from Players under this Policy must not disclose this information to any Person unless expressly authorised under this Policy.
- 9.3 This Policy imposes obligations on the Programme Medical Director to disclose information in relation to Players subject to this Policy to third parties, including, without limitation, those involved in the education, counselling and treatment of Players. All medical information will be managed according to the GMC principles of medical confidentiality. Each Player consents to the provision of information by the Programme Medical Director solely in accordance with this Policy and the GMC principles of medical confidentiality.
- 9.4 Players Transferring Clubs:
- (a) in the event of a Player proposing to transfer to a Premiership club, the Player's prospective club may request that the Player be the subject of a Pre-Employment Test by the RFU for Illicit Drugs under this Policy;
  - (b) any such request must be submitted to the RFU Programme Manager in writing by the prospective club's CEO giving reasonable notice and must be accompanied by (i) confirmation of the type of sample(s) to be collected (eg urine, hair, blood, oral), (ii) the Player's contact details, (iii) payment of the Pre-Employment Test fee plus sample collection and analysis costs, and (iv) the Player's signed consent to submit to the

Pre-Employment Test and to the test results, which shall be sent in the first instance by the Testing Agent to the RFU Programme Manager, being shared with his prospective club's CEO and Medical Officer, or such other club official as agreed by the Player and, in the event of an Adverse Analytical Finding, with the Programme Review Group for the purpose of determining possible future target testing of the Player;

- (c) Samples collected for a Pre-Employment Test shall be Monitoring Samples and any Adverse Analytical Finding arising from a Pre-Employment Test shall not count in itself as a Violation under this Policy. The test results may, however, be used to help inform on the Player's need for counselling and/or treatment, or in determining the appropriate period of ineligibility in the event of any subsequent Violation, or as grounds for future target testing of the Player. In the event that a Club proceeds to contract a Player who has returned an Adverse Analytical Finding arising from a Pre-Employment Test, the Club shall meet the costs of any counselling and/or treatment required by that player through the RFU Illicit Drugs programme;
- (d) the Pre-Employment Test fee, including the actual sample collection and analysis costs, shall be as set from time to time by the RFU Programme Manager.
- (e) in the event that a Player who is in the process of undergoing assessment, treatment or rehabilitation under this Policy has transferred to another Club, the Programme Medical Director shall share such information as appropriate with the Player's new Club's medical officer, all such medical information being managed according to the GMC principles of medical confidentiality. Under no circumstances shall the previous Club's medical officer discuss or share information related to the Player's illicit drugs assessment, treatment or rehabilitation with the new Club's medical officer unless the Player has specifically consented to this.

9.5 In the event that a Player has committed a first Violation, has fully complied with the requirements of paragraphs 8.1 (b) to (f) as required, and has not committed a second Violation within 18 months of the first Violation, then that first Violation shall be deemed to have lapsed and shall be struck from the record. Any Violations committed by the Player subsequent to such 18 month period time shall be treated as the player's first Violation.

9.6 In the event of any Player committing an alleged Anti-Doping Rule Violation in relation to Illicit Drugs, whether under the RFU Doping Control programme or any other recognised Anti-Doping Organisation's doping control programme, the Programme Medical Director shall, if so requested by that ADO, disclose the Player's test history, including any Violations. All medical information will be managed according to the GMC principles of medical confidentiality.

- 9.7 The RFU shall disclose statistical information on the testing programme, including the number of Violations by substance, however no information on First Violations shall be disclosed which could in any way contribute to the identification of the Players involved.
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## **10. Appeals**

- 10.1 The determination of a first Violation may be appealed in accordance with the procedure for appeals set out in RFU Regulation 19 however the amount of the automatic fixed penalty imposed by the RFU Programme Manager may not be appealed.
- 10.2 If a Player is deemed to have committed a second, third or further Violation, whether by the Programme Medical Director or the RFU Review Group or following a decision held in accordance with RFU Regulation 19, he may appeal that finding and/or the imposition of any Sanction in accordance with the provisions relating to appeals set out in RFU Regulation 19.
- 10.3 The Player acknowledges that the appeal process may put at risk any of the confidentiality safeguards within this Policy. If the Player pursues an appeal, he does so with full knowledge of that risk.
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## **11. Admission Of Use Of An Illicit Drug By A Player**

- 11.1 A Premiership Club Player, or an EPS Player from a non-Premiership Club, who admits to the Programme Medical Director that he has used an Illicit Drug without having returned an Adverse Analytical Finding for such substance shall, subject to paragraphs 11.2, 11.3 and 11.4, be treated in the same manner as if there was a confirmed Finding and shall be entitled to the same access to an Initial Medical Assessment and Treatment Consultation and Assessment and appropriate treatment and rehabilitation as outlined in paragraph 8.
- 11.2 Such an admission by a Player may be made provisionally to his Club's medical officer but the admission shall not be effective until it is confirmed to the Programme Medical Director either by the Club's medical officer on behalf of the Player or by the Player himself. Confirmation of the admission may be made verbally (and is preferred) and the Programme Medical Director's acknowledgement of the admission shall record the effective date and time of the admission. In light of paragraph 11.3 below, early confirmation of admissions is advised.
- 11.3 An admission by a Player confirmed to the Programme Medical Director at any time on the same day that the Player is notified of his selection for testing (even if the admission is prior to the arrival of the SCO) or at any time between the day of sample collection and the test result being reported to the RFU, shall not count as an admission for the purposes of paragraph 11.4

below. The sample collection and analysis must still be completed notwithstanding the admission by the Player. If an Adverse Analytical Finding is reported, the due process outlined in paragraph 8 of this Policy shall apply notwithstanding the admission.

- 11.4 Only a first admission of Use made prior to a First Violation and confirmed to the Programme Medical Director in accordance with paragraph 11.2 above shall not in itself count as a Violation and no fixed penalty shall be due. For the avoidance of doubt, an admission made as described in paragraph 11.3 above shall not preclude the Player from committing a First Violation. All other appropriate provisions of paragraph 8 shall apply including the Player's obligation to comply with the requirements of the Programme Medical Director and to be subject to paragraph 8.6 of this Policy regarding the provision of a Monitoring Sample. Failure to comply shall be dealt with in accordance with the provisions of paragraph 8.2(g) and the admission shall then be deemed a Violation for this purpose. For the avoidance of doubt, second or further admissions of Use shall count as a Violation if made subsequent to the conclusion of any agreed counselling and treatment programme arising from the first admission.

## SCHEDULE 1

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**Substances, and their Metabolites and Markers, which are designated as Illicit Drugs for the purpose of this Policy.**

This Schedule 1 was correct as at 30 July 2010. However Schedule 1 is subject to amendment from time to time in accordance with paragraph 3.2 of this Policy. For any updates see [www.rfu.com](http://www.rfu.com)

<b>SUBSTANCES</b>
Cocaine
Cannabis
Amphetamine
MDMA (“Ecstasy”)

**Note:** The World Anti-Doping Agency reporting threshold for cannabis metabolites in urine is set at a level to avoid any possible passive ingestion being reported. For the purpose of any reported Adverse Analytical Findings for urine tests for cannabis under this Policy, the WADA threshold shall apply.

## SCHEDULE 2

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### Testing Procedures – Urine and Hair Samples

This Schedule 2 was correct as at 30 July 2010. For any updates see <http://www.rfu.com/TheGame/AntiDoping>

**For the collection of urine and hair samples for the purpose of laboratory analysis the following Procedural Guidelines shall apply as appropriate. These Guidelines should be followed as far as is reasonably practicable. However, they are subject to variation as agreed with the Union's appointed Testing Agent and any departure from the procedures set out in these Guidelines shall not invalidate a finding of a Violation under this Policy unless such departure undermines the validity of such a finding.**

#### 1. Authorised Sample Collection Officials

- (a) The entire sample collection process, including selection and notification of Players, as well the collection, sealing and transportation of the sample, shall be undertaken by at least one trained and approved Sample Collection Officer (SCO) from the Union's appointed Testing Agent. The SCO may be assisted by a Chaperone. If multiple samples are being collected the Testing Agent shall appoint a suitable number of SCOs and Chaperones to ensure that the sample collection can be completed with the minimum of inconvenience or delay for the Players.
- (b) FOR URINE SAMPLES - SCOs and Chaperones must be of the same gender as those Players being tested and must be over the age of twenty one.  
FOR HAIR SAMPLES - SCOs and Chaperones can be either male or female and must be over the age of twenty one.
- (c) The SCO shall carry an identification card and a letter authorising them to act as an authorised sample collection or Doping Control official and confirming their entitlement to collect Samples from Players. Such identification should be made available to a Player when that Player is notified of his selection for a test. Chaperones are at a minimum required to carry a letter of authorisation. In all other respects the SCOs and Chaperones should not be readily identifiable as representatives of the Testing Agent prior to notification.
- (d) The SCO, Chaperones and any Union representative shall be granted access to the venue(s), training grounds and to areas within the venue(s) and training grounds in which they may require access in order to carry out their duties. Team managers and club doctors should provide appropriate assistance in identifying suitable facilities for carrying out the Testing.

- (e) Any SCO, Chaperone or Union representative who may have an interest in the outcome of the collection or testing of a Sample from any Player who might provide a Sample at a testing session shall not be appointed to the notification, Sample collection or Sample processing of that Player. Sample collection staff are deemed to have an interest in the collection of a Sample if they are:
  - (i) involved in the planning of the sport for which Testing is being conducted; or
  - (ii) related to, or involved in the personal affairs of, any Player who might provide a Sample at that session.
- (f) All Sample collection staff shall have undertaken suitable training in relation to the role and activities of their position.
- (g) On occasions, as part of its quality control process, the Testing Agent may send an auditor to observe the SCO and/or Chaperone. Any such auditor shall carry an identification letter from the Testing Agent and shall be entitled to access all areas as if he were an SCO in order to observe the SCO and/or Chaperone carry out their duties including the sample provision.

## **2. Selection of Players**

- (a) The selection of Players for Testing may be random or targeted.
  - Random Selection at Team Training
- (b) Using the numbered card system (or equivalent) immediately upon arrival at the venue, the SCO shall make contact with the team manager or his delegated representative and shall establish which Players are present at the venue and which players are absent. Any unexpected unexplained absence of a player, whether or not selected for Testing, shall be recorded by the SCO and reported to the RFU Programme Manager. A numbered list of those Players present shall be compiled. No players may leave the venue from this point until the selection and notification process has been completed.
- (c) The random selection draw of Players will take place in the Testing Station or in a private pre-agreed location by all parties involved.
- (d) The SCO will arrange for the random draw to be made by the team manager or a delegated representative. A Union representative may also be present.
- (e) The SCO shall provide a set of cards numbered from 1 to the number corresponding to the list of Players confirmed as present at the time of his arrival at the venue.

- (f) The cards shall then be rearranged or shuffled and placed down so as to expose only the reverse side, which does not show any number. The team manager shall select cards of his/her own choice to correspond with the number of random samples being collected. The team manager shall sign the reverse of each card. In so doing the selected cards shall be left face down so the numbers of the selected Players remains confidential at this stage.
- (g) In the case of a selected Player being injured in training subsequent to his selection he shall remain selected for testing unless he requires immediate hospitalisation. If the Player does require immediate hospitalisation then the duty medic shall be required to provide a brief written report to the SCO outlining the reasons for the Player's hospitalisation and his inability to provide a sample. A further random selection of another Player may be made.
- (h) Once the selections have been made, whether random or targeted, these selections should not be made aware to the team manager (or his delegated representative) until the players are formally notified of their selection. In the event that the Sample collection team requires assistance from the team manager in identifying a player for notification, the team manager (or his delegated representative) will assist the Sample collection team in identifying the players who have been selected. If the team manager or his delegated representative or a Player wishes to see the random selection cards drawn for their team the SCO shall show them the selected cards post notification.

#### Target Selection

- (i) The Union has the right to request, without justifying the reason, that any Player undergoes Testing at any time. This may be a target selection of a Player(s) rather than using the random selection process or may be in addition to any random selection(s) made. No reason is required to be provided by the Union or SCO justifying why Target Testing is occurring for a Player(s). However, the Union will apply good practice in the selection of players for target testing.

One person alone cannot decide to target test a player. Any such decision shall be approved by two representatives of the RFU Programme Review Group.

Such decision should be based on reasonable grounds such as:

- (i) behaviour indicating the possibility or suspicion of illicit drug use;
- (ii) a previous Adverse Analytical Finding for illicit drugs including any arising from a Pre-Employment Test;

- (iii) apparent disregard or opposition to the RFU Illicit Drugs policy or procedures;
  - (iv) non-availability for random no-notice testing in the preceding 6 months;
  - (v) a previous sample collection being undertaken at “short notice” rather than no-notice;
  - (vi) not previously selected or considerable time elapse since last randomly selected;
  - (vii) unexplained or suspicious withdrawal or absence from a match or squad training;
  - (viii) any unusual change in whereabouts information (eg moving to a remote location);
  - (ix) any delay in responding to a request to provide whereabouts information;
  - (x) reliable information from a third party; or
  - (xi) any other justifiable reason.
- (j) A Player may be subject to testing on more than one occasion during any season.

### 3. Notification of Selection

- (a) Normally, a Player shall be notified for testing by “**No Advance Notice**” notification, where the SCO or Chaperone appears unannounced and notifies the selected Player in person. The selected Player is then kept under direct observation until the Sample is sealed and appropriate documentation completed. “**Short advance notice**” notification may occur in the event of a target test when the targeted Player is not present on the SCO’s arrival at the venue and the SCO is unable to establish the location of the Player without divulging the purpose of his visit. In these circumstances the SCO shall make reasonable endeavours to contact the Player by telephone with a view to the Player attending within 1 hour for the purpose of formal notification and sample collection. Samples collected in this manner shall be duly recorded as “short notice” samples. In the event that a Player fails to attend as arranged this shall be recorded by the SCO and reported to the RFU Programme Manager. In the event that a Player, having been contacted on short advance notice, is willing but unable to attend within 1 hour, the SCO may, at his discretion, arrange with the Player to collect the Sample at the earliest possible time and location as far as is reasonably practicable, however the reason and circumstances of the delay to collection shall be recorded by the SCO and reported to

the RFU Programme Manager. For any reported failure to attend or delayed collection the RFU Programme Review Group shall determine whether or not there has been a possible Violation of paragraph 4.1(b) of the Policy. This, and the possible consequence of a fixed financial penalty and suspension (with an entry point of 12 months) if a Violation is found to have been committed, shall be explained to the Player by the SCO at the time of first contact with the player. **“Advance notice”** notification may only occur in relation to pre-designated Monitoring Samples.

- (b) The SCO or Chaperone should give the Player a reasonable time to complete any activity in which he is engaged subject to the SCO’s authorisation and agreed time period. Such activity should be within the SCO/ Chaperone’s clear and continuous view.
- (c) No Advance Notice testing should commence as soon as reasonably practicable after a Player has been notified. In the case where the selected Player is participating in a team training session, the Player may complete the session under direct view of an SCO or Chaperone before presenting for sample collection.
- (d) The SCO shall, unless advised otherwise, attempt to notify the Player(s) selected for testing at team training however testing can take place away from team training and at any time, including on non-training days or out-of-season.
- (e) When an SCO makes contact with the Player who is subject to testing he should show the Player at a minimum:
  - (i) a valid form of photo identification; and
  - (iii) a letter from the Union or Testing Agent containing the name and signature of the SCO authorised to conduct testing on its behalf.
- (f) When a Chaperone makes contact with the Player who is subject to testing he should show the Player at a minimum a letter from the Union or Testing Agent authorising the Chaperone to assist with conducting testing on its behalf.
- (g) Prior to undertaking the Sample collection the SCO shall request the Player to produce photo identification or satisfy himself of the identity of the Player to be tested as further outlined in Section 4 (f)(vi) of this Schedule.
- (h) The SCO shall make every effort to collect the Samples as discreetly as possible and with maximum privacy.
- (i) If the sample collection facilities are not suitable at the location where notification took place the SCO may conduct the sample collection on

the selected Player at another location. The SCO will make this decision. The Player may not leave the location where notification occurred unless the SCO permits. The Player must be accompanied by the SCO or Chaperone at all times if the testing session is to be relocated.

- (j) If the Player wishes to leave the location against the SCO's direction to the contrary, the SCO shall inform the Player that he is required to provide a Sample for testing at the current location and outline the possible consequences of not complying with a request to provide a Sample and that it may constitute a Violation in accordance with the RFU Illicit Drugs Policy. If the Player still does not comply, then a failure to comply shall be recorded. The SCO shall compile a written report relating to the circumstances of the failure to comply.
- (k) The SCO or Chaperone shall consider whether a third party is required to be notified prior to the notification of the Player for example in situations where an interpreter is required for notification or when assistance from a third party is required to identify the selected Player.
- (l) A Player selected for an Illicit Drugs Test shall be handed a Sample Collection Form by an SCO or Chaperone confirming that the Player is required to submit to testing. The Player shall acknowledge and accept notification of their selection by signing the Sample Collection form as soon as the Player has read the form.
- (m) The SCO or Chaperone shall record the time of notification on the Sample Collection form.
- (n) The SCO or Chaperone shall accompany the Player selected from the time of notification until such time as the Player attends the room or area designated for the sample collection and processing (the Testing Station). The Player shall be kept under continuous, direct supervision.
- (o) Players must attend the Testing Station as soon as possible following notification that they have been selected for testing. If testing takes place at team training, the Player shall arrive at the Testing Station as soon as the scheduled training session has ended and the Player has completed any necessary post-training activities which must be within one (1) hour of completion of training. The time of arrival should be recorded by the Chaperone or SCO on the Sample Collection form.

#### **4. Players Rights and Responsibilities**

- (a) The Player has the right to:
  - (i) have a representative and if available an interpreter present in the Testing Station (except when the Player is passing a urine Sample);

- (ii) request additional information about the Sample collection process.
  - (iii) request a delay in reporting to the Testing Station for valid reasons.
- (b) Under the direct supervision of an SCO or Chaperone, and if it is possible, a Player may:
  - (i) complete a training session;
  - (ii) fulfil media commitments;
  - (iii) perform a warm-down;
  - (iv) receive necessary medical attention;
  - (v) attend a team meeting;
  - (vi) change out of his playing uniform;
  - (vii) locate a representative and/or interpreter;
  - (viii) obtain the relevant identification;
  - (ix) any other exceptional circumstances which may be justified, and which shall be documented.
- (c) Once a Player has arrived at the Testing Station he shall be expected to remain until the Sample collection, Sample division and sealing procedures have been concluded and the relevant documentation completed.
- (d) The SCO may grant permission for the Player to leave the Testing Station temporarily after arrival to perform one of the above activities listed in (b) but only if the Player;
  - (i) identifies the purpose of their request to leave the Testing Station;
  - (ii) returns to the Testing Station within the specified time allocated
  - (iii) is continuously chaperoned and kept under direct observation during any temporary permitted departure from the Testing Station; and
  - (iv) FOR URINE SAMPLES ONLY - does not urinate during this permitted absence period.

- (e) Where team meetings occur after notification that require the presence of the selected Players, it shall be a requirement that each Player's SCO or Chaperone is present at the team meeting to ensure the selected Players are kept under direct observation. Any Person who restricts the SCO or Chaperone from gaining entry to the team changing room or meeting room to notify or escort a selected Player may be in breach of this Policy and shall be subject to disciplinary action under RFU Rule 5.12.
- (f) It is a Player's responsibility to ensure that:
  - (i) he is aware of and complies with this Policy;
  - (ii) he remains within direct observation of the SCO/Chaperone at all times from the point of notification by the SCO/Chaperone until the completion of the Sample collection procedure;
  - (iii) he complies with the notification, Sample collection and sealing procedures;
  - (iv) FOR URINE SAMPLES ONLY - the Sample he provides shall be the first Sample passed post notification. The Player must not pass urine in the shower or otherwise prior to providing a Sample to the SCO in the Testing Station;
  - (v) FOR URINE SAMPLES ONLY - any food or fluids consumed prior to providing the Sample are at the Player's own risk. The Player should avoid excessive hydration as this may have implications on the suitability of their Sample or for the laboratory and may require them to provide an additional Sample/s until the urine is within the required range of the laboratory;
  - (vi) he produces identification to identify himself. This may be by way of photo, third party or other appropriate means accepted by the SCO. In cases where the Player's identity cannot be confirmed the SCO shall decide whether it is appropriate to follow up a possible failure to comply or Attempted Tampering;
  - (vii) he arrives at the Testing Station within one (1) hour of notification or completion of a training session, whichever is the later, to provide his Sample. If the Player delays reporting to the Testing Station and arrives later than one (1) hour from the time of notification the Chaperone/SCO accompanying the Player, or avoids or attempts to avoid being kept under direct supervision of the Chaperone, the SCO shall document the reasons for the delay and any circumstances regarding the Player's behaviour while being chaperoned. The SCO shall proceed to collect a Sample from the Player and may require

an additional Sample to be provided by the Player or may file a potential breach of Clause 4.1(c) of the Policy based on the circumstances;

- (viii) FOR URINE SAMPLES ONLY - he controls the Sample until it is sealed in the urine Sample collection kit save where he gives the SCO approval to carry out the division and sealing process;
- (ix) the sealed Sample collection kit is secure and the Sample kit/bottle barcode numbers are identified correctly on the Sample Collection form;
- (x) he receives a copy of the notification and/or the Sample Collection form.

## **5. Testing of Minors**

Players who are Minors shall not be tested for Illicit Drugs under this Policy.

## **6. Failure to Comply With a Request for Sample Provision**

- (a) If a Player refuses to sign the notification/Sample Collection form confirming that he has been notified, and/or evades the notification and/or refuses to report to the Testing Station after notification, the Chaperone/SCO shall use his best endeavours to inform the Player of the consequences of refusing or failing to comply. If the Player still refuses after being advised of the consequences, the Chaperone or SCO should then immediately report this to the Team Manager, other Club official, or RFU representative (if present) who shall use their best endeavours to further inform the Player of his obligation to submit to Testing.
- (b) If the Player still fails or refuses to sign the notification form and/or fails to report to the Testing Station he shall be deemed to have failed or refused to submit to Testing and to have thereby committed a Violation of this Policy.
- (c) The Chaperone/SCO shall note this on the notification or Illicit Drugs Sample Collection form and sign it. The SCO will provide a written report on the actions involving the Player's refusal or failure to comply. Such report and accompanying documents shall be forwarded to the RFU Programme Manager as soon as possible.
- (d) The Union shall conduct an investigation into the alleged failure to comply in accordance with Clause 4.1(b) of this Policy.

## **7. Arrival at the Testing Station**

- (a) Only the following persons shall be authorised to attend the Testing Station:
  - (i) the Players selected for testing;
  - (ii) the Player's representative, if any;
  - (iii) the Player's interpreter (if appropriate);
  - (iv) the Sample Collection Officer;
  - (v) the Chaperones; and
  - (vi) the Union representative.
- (b) The Player may consume fluids in the Testing Station and if required to provide a urine sample, is advised to ensure that they were properly sealed prior to consumption.

## **8. Sample Collection Equipment**

- (a) Only Sample collection equipment systems which, at a minimum, meet the following criteria shall be utilised. Such equipment shall:
  - (i) have a unique numbering system incorporated into all bottles, containers, tubes or other items used to seal the Sample;
  - (ii) have a sealing system that is tamper evident;
  - (iii) ensure the identity of the Player is not evident from the equipment itself; and
  - (iv) is clean and sealed prior to use by the Player.
- (b) **FOR URINE SAMPLES** – the sample collection equipment shall comprise two clean and sealed specimen bottles, a clean and sealed vessel (cup) to collect the specimen in, and a secondary packaging to safeguard the specimen during transportation.  
  
**FOR HAIR SAMPLES** – the sample collection equipment shall be in a sealed bag comprising sterile wipe, two clean specimen silver oils and two clean glassine envelopes, the chain of custody form and a secondary packaging to safeguard the specimen during transportation.

## **9. Providing a Sample**

- (a) The SCO will explain the collection process to the Player and ask him to read the Player Information Sheet.
- (b) When the Player is ready to provide a Sample he shall move from the waiting area to the processing area of the Testing Station.
- (c) The Player shall be offered a choice of Sample Collection kits. The SCO shall instruct the Player to select a sealed Sample collection kit. The Player should be offered the opportunity to check that the chosen kit is sealed prior to opening and has not in any way been tampered with.
- (d) If the Player is not satisfied with the Sample collection kit he may select another. If the Player is not satisfied with any of the Sample collection kits available for selection, this shall be recorded by the SCO.
- (e) If the SCO does not agree with the Player that all of the Sample collection kits are unsatisfactory, the SCO shall instruct the Player to proceed with the Sample collection session.
- (f) If the SCO agrees with the Player that all of the Sample collection kits available for the selection are unsatisfactory, the SCO shall terminate the collection of the Player's Sample and this shall be recorded by the SCO.

### **FOR THE PROVISION OF URINE SAMPLES ONLY (9(g) to (o))**

- (g) The Player and the SCO shall then proceed to the toilet area. The Chaperone shall remain in the processing area with the Player's representative and/or interpreter or, if a second Sample collection team member is not present, the Player's representative and/or interpreter shall be asked to leave until the Player has provided his Sample.
- (h) No-one other than the SCO and the Player shall be present in the toilet when the urine is being provided by the Player.
- (i) The Player shall be requested to provide a minimum urine Sample of 50ml however the Player should be urged to provide a greater amount if possible.
- (j) To ensure authenticity of the Sample, the Player shall be required to remove such items of clothing as is necessary to allow the SCO an unobstructed view of the Player urinating into the collection cup.

The SCO shall record the witnessing of the Sample in writing on the Sample Collection form.

- (k) The SCO who witnesses the passing of the Sample shall be of the same gender as the Player providing the Sample.
- (l) The SCO/Chaperone should where practicable ensure that the Player thoroughly washes his hands or is provided with surgical gloves prior to the provision of a Sample.
- (m) When the Player signifies to the SCO that he has finished providing his Sample, the Player and the SCO shall return to the processing area. The Player shall keep control of the Sample at all times until the Sample is sealed. The SCO shall keep the Sample collection cup in sight at all times. Additional assistance may be provided in exceptional circumstances to any Player by the Player's representative or SCO during the Sample collection session where authorised by the Player and agreed to by the SCO.
- (n) Any behaviour by the Player and/or persons associated with the Player or anomalies with the potential to compromise the Sample collection shall be recorded in detail by the SCO. If appropriate the Union shall institute the investigation of a possible failure to comply or Tampering or Attempted Tampering with any part of Sample collection.
- (o) If there are doubts as to the origin or authenticity of the Sample, the Player shall be asked to provide an additional Sample, the SCO shall document in detail the circumstances around the dubious sample, and the Union shall institute the investigation of a possible failure to comply or Tampering or Attempted Tampering with Sample collection.

**FOR THE PROVISION OF HAIR SAMPLES ONLY (9(p) to (w))**

- (p) The SCO will open the bag containing the sample collection kit, remove the sterile wipe, chain of custody form and dispatch envelope, and place these onto a clean tray.
- (q) The SCO will then open the sterile wipe & use the wipe to clean the sample collection scissors. The SCO will then proceed to take body hair samples.
- (r) Body hair will be taken with the exception of pubic hair and the quantity of each sample required will be the equivalent of approximately 75-100 head hairs each. The SCO will place the hair sample into the silver foil to maintain the alignment of the sample where necessary and then into the glassine envelope which will then be sealed.
- (s) At this point a second hair sample, the 'B' sample will be taken which will remain sealed and made available should the Player wish to

challenge the result of the first ('A') sample. In the event of an Adverse Analytical Finding the Player would have the choice of having the 'B' sample tested either by the Union's appointed Testing Agent or by another Testing laboratory approved by the RFU.

- (t) Once the samples have been sealed in the glassine envelopes the SCO will remove his gloves. The SCO will then ask the Player to confirm that all the tamper-evident barcodes attached to the 'chain of custody' form are all identical. The Player will then be asked to initial or sign the top 2, tamper-evident bar coded labels and one additional label for the 'B' sample.
- (u) The SCO will then apply an initialled/signed tamper-evident bar-coded label across the seals of the glassine envelopes of the collected samples. If two samples have been taken, he will mark each glassine envelope clearly with either 'A' or 'B' sample and then place the glassine envelope(s) into the clear bag attached to the sample 'chain of custody' form.
- (v) The SCO will then seal the samples into this bag and place an initialled/signed tamper-evident bar-coded label across the seal.
- (w) If the player has insufficient body hair to provide an adequate sample for testing the SCO will be unable to proceed and must immediately report this to the Team Manager, other Club official, or RFU representative (if present). The option of testing pubic hair should be considered however this must be collected by an appropriate member of the medical profession.

#### **10. Division and Sealing of a Urine Sample**

- (a) Upon returning to the processing area, the quantity of urine shall be measured by the SCO. If the quantity of urine is less than 50ml the partial Sample procedure set out in section 12 of this Schedule 2 shall apply.
- (b) The following procedures must be carried out in the presence of the Player and the Player's Representative, if any, and the SCO. The Player may request that the SCO carry out the Sample division and sealing procedures, if this is the case, the SCO shall note this on the Illicit Drug Sample Collection form.
- (c) The specimen will be equally divided into the two bottles which will be designated the 'A' and 'B' bottles by the application of 'tamper evident' seals taken from the Chain of Custody form (CoC) and placed over the bottle caps. The Player and his representative, if any, should check that the A and B bottles are securely sealed and there is no leakage. The Player should also check that the sample barcodes on the seals match the barcode number on the CoC form. If either does not correspond, then a new CoC form will be selected

and the sealing process repeated. The SCO shall also place a barcode from the CoC form onto the Illicit Drugs Sample Collection form (ID SCF).

## **11. Specific Gravity Test For Urine Samples**

- (a) The specific gravity is a measure of how concentrated or dilute the urine Sample is. The specific gravity will be tested by the laboratory.
- (b) In the event that the specific gravity is too low for analysis purposes, the laboratory shall report this to the Union. The Union shall then notify the Player of this result and shall determine what action is to be taken to ensure that collection of any further Sample from the Player, if any, is within the acceptable range for analysis purposes.

## **12. Partial Urine Sample**

- (a) If insufficient urine has been provided by a Player i.e. less than 50ml, the Player's Sample will be securely stored temporarily in a partial Sample kit by the SCO until such time as he provides further urine to meet the minimum requirements.
- (b) On returning from the toilet to the processing area the SCO shall instruct the Player to select a partial Sample kit. The Player should check the security of the kit prior to opening it. If there is any evidence of tampering the Player should select a new partial Sample kit.
- (c) The Player shall then open the partial Sample kit and one of the specimen bottles, check that the bottle is clean before pouring the urine from the collection cup into the specimen bottle. The Player shall then close the bottle securely. The SCO shall then check in full view of the Player that the container has been properly sealed and check that there is no leakage.
- (d) The identity of the insufficient Sample shall be recorded on the Sample Collection form along with the time of Sample collection, volume of urine and the Player's signature.
- (e) The Sample Collection form and partial Sample shall be kept secure by the SCO until the Player is ready to provide another Sample. The Player shall return to the waiting area with his plastic strip receipt (confirming the partial sample ID number) and remain under continuous observation by a Chaperone/SCO pending provision of his further Sample. The Player shall be given the opportunity to hydrate.
- (f) When the Player is ready to provide more urine, a new sealed collection cup should be selected by the Player. The Player shall be

advised by the SCO of the amount of urine required to meet the minimum 50ml level. The Player should again provide his Sample in accordance with section 9 of this Schedule.

- (g) When the SCO is satisfied that the minimum volume has been met, the Player will be asked to check that the plastic strip receipt ID number matches the sealed partial sample bag handed him by the SCO. Before opening the bag, the Player and SCO shall ensure that the seal on the bag has not been tampered with. (The plastic strip receipt ID number must also match the number recorded on the Sample Collection Form). Any irregularity with the integrity of the seal/s will be recorded by the SCO and investigated if required.
- (h) The SCO shall then direct the Player to open the partial sample bag and bottle and combine the urine specimen in the bottle with the specimen in the collection cup. The total volume shall be checked by the SCO to determine if the minimum requirements have been met. If the Sample is still insufficient in volume, the partial Sample sealing and recording procedures shall be repeated.
- (i) Once a combined urine volume of 50ml has been provided the standard division and sealing procedures should be followed as set out in section 10 of this Schedule.

### **13. Residual Sample**

The SCO shall ensure that any residual urine or hair is discarded by the Player.

### **14. Research of Samples Post Analysis by Laboratory**

- (a) Prior to any research being conducted on any remaining Sample once the analysis process has been completed by the laboratory the following conditions must have been met:
  - (i) the Player has given his consent for any such research to take place on his remaining Sample once all laboratory procedures have been completed;
  - (ii) the mandatory storage time at the laboratory has expired; and
  - (iii) the removal of any identity barcode/s in relation to the Sample.

### **15. Declaration of Medication or Other Substances**

- (a) The Player shall be asked by the SCO to declare any medications or any other substance the Player has taken during the preceding period, this being 7 days in the case of a urine sample and 3 months (or the

approximate period of analysis) in the case of a hair sample. This declaration should be recorded on the Sample Collection form.

- (b) If the Player declares more medications than the Sample Collection form has space for, the SCO shall record the remainder of the medications on a new Sample Collection form and attach it to the first Sample Collection form. The second Sample Collection form should be completed in the same way as the first with the exception of the additional declared medications. If the Player declines to make such a declaration this should also be recorded on the Sample Collection form.
- (c) The SCO shall provide the Player with the opportunity to document any concerns he may have about the way in which the Sample collection procedures were conducted. Any such comments should be recorded on the Sample Collection form. If there is insufficient space the Player may document these on a Dissatisfaction Form and sign and date it. The SCO shall provide a copy of the Form to the Player and attach the original to the Sample Collection form which is sent to the RFU.

#### **16. Signing Off the Sample Collection form**

- (a) The SCO shall ask the Player and his representative if any, to check all the information on the Sample Collection form and if satisfied both the Player and his representative, if any, should sign the form. If the Player indicates his satisfaction with the Sample collection procedures on the Sample Collection form this shall amount to conclusive evidence that such procedures were conducted properly.
- (b) The SCO shall then check and sign the Sample Collection form noting any irregularities or comments that he may have on the form.
- (c) The SCO will then provide a copy of the completed Sample Collection form to the Player who is then free to leave the Testing Station.

#### **17. Transportation of Samples to the Laboratory**

- (a) The sealed Samples should be securely stored pending their dispatch to an RFU approved laboratory for analysis.
- (b) The Samples shall be sent by a courier or by post “Special Delivery”. Samples shall always be transported to the laboratory as soon as reasonably practicable after the completion of the Sample collection session.
- (c) Samples shall be transported in a manner which minimises the potential for Sample degradation due to factors such as time delays and extreme temperature variations.

- (d) All Samples forwarded to laboratories shall be placed in suitable transport containers or bags. Copies of each Player's Sample Collection form, which shall only contain details of the Sample code, declared medications and other relevant information for the laboratory and which does not reveal the identity of the Player shall accompany the Samples to the laboratory.
- (e) A summary of all Sample codes collected shall be recorded on the relevant document and shall also be forwarded to the laboratory with the sealed Samples.

## **18. Laboratory**

- (a) The Union shall ensure that the laboratory where the Samples are being analysed confirms receipt of the Samples sent, that the Samples delivered correspond with the accompanying paperwork and that there is no evidence of any tampering of the Samples. If there is any evidence of tampering then the Union shall consider whether the Sample shall be voided.
- (b) The laboratory shall proceed to analyse the "A" Sample for Illicit Drugs as per Schedule 1.

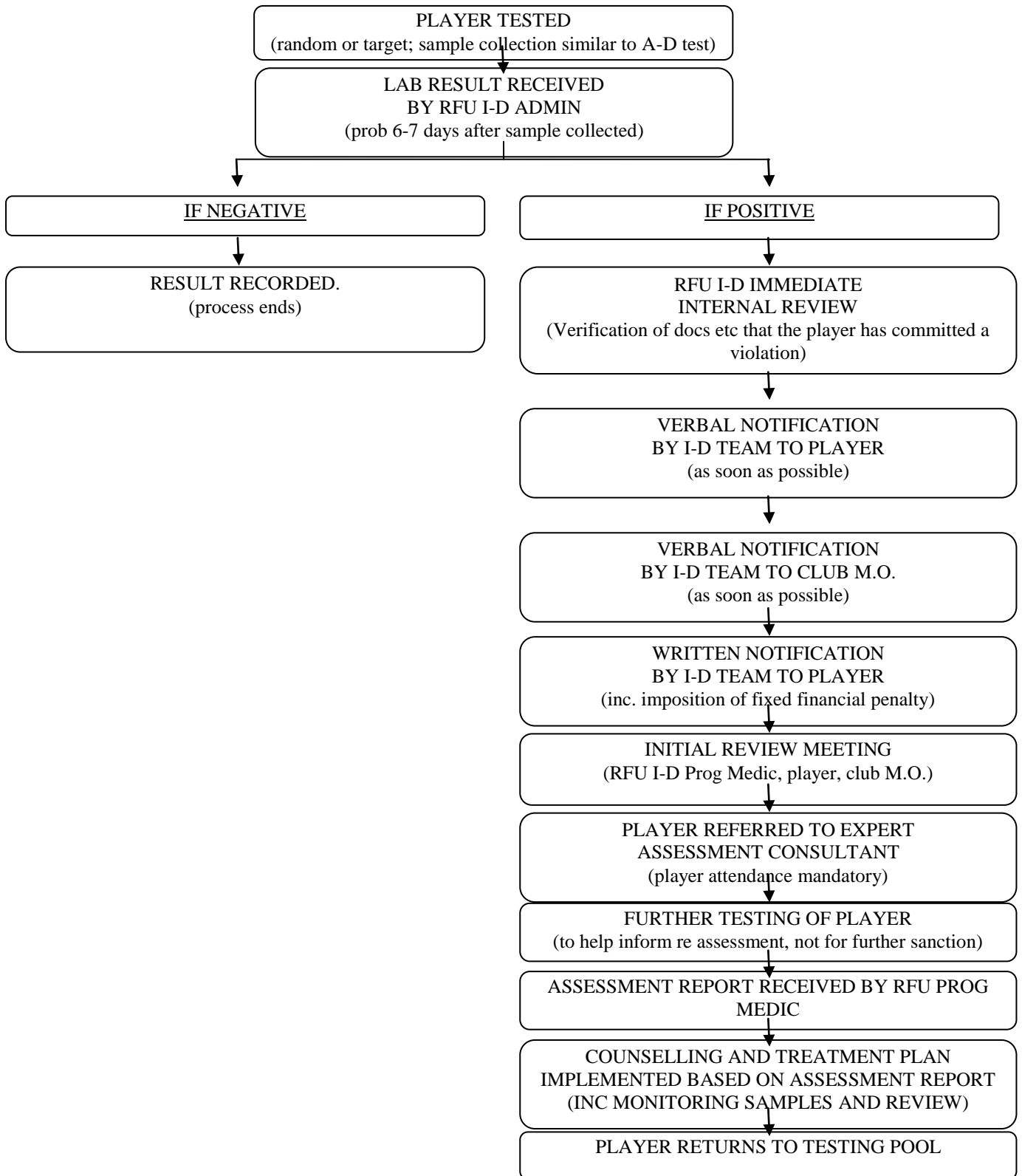
## **19. Result Management**

- (a) Analysis and the confirmation of results shall not be undertaken on an expedited basis.
- (b) If the "A" Sample returns a negative result then the laboratory shall report this to the Union. The Union shall then notify the Player of this result.
- (c) If the "A" Sample returns an Adverse Analytical Finding then the procedures set out in clause 8 of the Policy shall apply.

**For the purpose of any other form of Sample collection for other biological material, appropriate procedural guidelines will be developed and agreed with the Testing Agent and will be published. See [www.rfu.com/thegame/antidoping](http://www.rfu.com/thegame/antidoping) for the latest version of this Schedule 2.**

### SCHEDULE 3

#### RFU ILLICIT DRUGS TESTING OUTLINE PROCESS (FIRST VIOLATION)



**NB All of the above is handled on a strictly confidential basis between the RFU I-D team, the player and his Club M.O.. Also for EPF players, the England Team Doctor.**