

2004

Test Date:	# Samples:
2/10/2004	8
2/11/2004	6
2/18/2004	3
2/19/2004	2
3/1/2004	29
3/4/2004	2
3/12/2004	3
3/15/2004	2
4/19/2004	24
5/6/2004	6
5/13/2004	1
7/23/2004	2
8/20/2004	20
8/23/2004	13
8/24/2004	7
8/25/2004	1
8/26/2004	5
9/29/2004	1
11/10/2004	4
12/31/2004	1
Total Samples	140

2005

Test Date:	# Samples:
1/25/2005	20
2/22/2005	20
2/28/2005	38
4/6/2005	21
5/16/2005	14
5/24/2005	28
6/21/2005	26
8/23/2005	32
8/24/2005	31
8/25/2005	30
9/27/2005	19
10/20/2005	31
10/20/2005	6
11/16/2005	27
Total Samples	343

2006

Test Date:	# Samples:
2/15/2006	23
2/15/2006	2
2/28/2006	26
4/4/2006	33
4/7/2006	1
4/24/2006	1

4/27/2006	1
5/2/2006	20
5/2/2006	1
6/14/2006	23
6/22/2006	1
6/29/2006	1
7/6/2006	1
7/12/2006	12
7/20/2006	1
7/27/2006	1
8/22/2006	35
8/23/2006	30
8/24/2006	30
9/20/2006	17
10/10/2006	14
10/10/2006	1
10/11/2006	25
10/20/2006	25
12/6/2006	3
Total Samples	328

2007

Test Date:	# Samples:
2/20/2007	14
2/21/2007	16
Total Samples	30
Total Tested:	841

<u>Year</u>	<u>Drug Class</u>	<u>Samples Tested</u>	<u>Confirmed Positive</u>	<u>Positivity %</u>
2004	Cocaine	140	0	0.00%
	Nitrites	140	0	0.00%
	Chromate	140	0	0.00%
	Marijuana	140	13	9.29%
Total		140	13	9.29%
<i>Presc. Med.</i>	Amphetamines	140	1	0.71%
<i>Decongestant</i>	Pseudoephedrine/Ephedrine	140	1	0.71%
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2005	Cocaine	337	0	0.00%
	Marijuana	337	12	3.56%
	Boldenone	6	0	0.00%
	Methenolone	6	0	0.00%
	Methyltestosterone	6	0	0.00%
	Methandienone	6	0	0.00%
	19 Norandrosterone	6	0	0.00%
	Stanozolol	6	0	0.00%
	Testosterone	6	0	0.00%
Total		343	12	3.50%
<i>Presc. Med.</i>	Amphetamines	337	1	0.30%
<i>Decongestant</i>	Pseudoephedrine/Ephedrine	337	11	3.26%
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2006	Cocaine	328	1	0.30%
	Nitrites	328	0	0.00%
	Chromate	328	0	0.00%
	Opiates	328	0	0.00%
	Marijuana	328	7	2.13%
	Boldenone	6	0	0.00%
	Methenolone	6	0	0.00%
	Methyltestosterone	6	0	0.00%
	Methandienone	6	0	0.00%
	19 Norandrosterone	6	0	0.00%
	Stanozolol	6	0	0.00%
	Testosterone	6	0	0.00%
	Total		334	8
<i>Presc. Med.</i>	Amphetamines	328	2	0.61%
<i>Decongestant</i>	Pseudoephedrine/Ephedrine	328	10	3.05%
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2007	Cocaine	30	0	0.00%
	Nitrites	30	0	0.00%
	Chromate	30	0	0.00%
	Opiates	30	0	0.00%
	Marijuana	30	1	3.33%
	Boldenone	0	0	0.00%
	Methenolone	0	0	0.00%
	Methyltestosterone	0	0	0.00%
	Methandienone	0	0	0.00%
	19 Norandrosterone	0	0	0.00%
	Stanozolol	0	0	0.00%
	Testosterone	0	0	0.00%

Total		30	1	3.33%
<i>Presc. Med.</i>	Amphetamines	30	0	0.00%
<i>Decongestant</i>	Pseudoephedrine/Ephedrine	30	0	0.00%

BUDGET

	Amount Testing Agency
FY 2005	\$6,000 AEGIS
FY 2006	\$21,590 Drug Free Sport
FY 2007	\$21,590 Drug Free Sport
FY 2008	\$21,590 Drug Free Sport

Drug Free Sport

THE NATIONAL CENTER
FOR DRUG FREE SPORT, INC.

The next generation in affordable, effective steroid testing is here. The Drug Free Sport Anabolic Steroid Panel replaces the SMART Steroid Panel effective July 1, 2006. Specimens are processed by the WADA accredited UCLA Olympic Laboratory.

Compare the following items:	SMART Anabolic Steroid Panel <i>(Discontinued)</i>	Drug Free Sport Anabolic Steroid Panel* <i>(New)</i>	Benefit To Using The New Drug Free Sport Anabolic Steroid Panel
Number of anabolic steroids tested:	6	More than 20 – including THG and Madol	More than triple the amount
T:E Ratio:	15:1	6:1	Much lower T:E ratio – consistent with NCAA levels
Cut-off level:	20 ng/mL	2 ng/mL	Much more sensitive in detecting of anabolic steroids
Scientific Methodology:	GC/MS	GC/MS and LC/MS	New state-of-the-art technology
B Confirmation	None offered	Offered with additional charge	B sample testing available

*Results are available within 14 days of receipt by the laboratory.

Please contact Chris Nordby, Director of Sport Drug Testing, for pricing and details.

**816-474-8655 ext. 126
cnordby@drugfreesport.com**

Drug Free Sport

THE NATIONAL CENTER
FOR DRUG FREE SPORT, INC.

316.474.8655
www.drugfreesport.com
810 Baltimore Avenue
Kansas City, Missouri 64105

University of Kansas

SMART Drug-Testing Price List

Effective: July 1 2006 – June 30, 2007

SMART (Sports Monitoring Addressing Real Threats) drug-testing panels are designed to target substances specific to sport (e.g., ephedrine, anabolic steroids) at low detection levels. These panels also include other drugs of concern (e.g., marijuana, cocaine) to more effectively identify users. SMART testing panels can be customized and specific drugs (e.g., OxyContin®, Ritalin®, alcohol) may be added for analysis upon request of the client. Accredited laboratories will screen all samples and automatically confirm all positive screens. Positive tests will be reported quantitatively. Turnaround times vary depending on drug analysis and confirmations on positive screens, but the typical turnaround time for negative results using the SMART Basic Sports Panel or the SMART 5 Sports Panel is 24 hours following specimen arrival at the laboratory. Anabolic Steroid testing is completed at a World Anti-Doping Agency (WADA) accredited laboratory with results available within 14 days following specimen arrival. Panel prices include collection beakers, split sampling kits, custody and control forms and overnight shipping of samples to the laboratory. B sample testing is an additional cost.

SMART Basic Sports Panel

\$20/sample

Substance:	Screen Cut-Off:	Confirmation Cut-Off:
Amphetamine/Methamphetamine/Ecstasy	300 ng. /mL	100 ng. /mL
Cocaine Metabolite	100 ng. /mL	50 ng. /mL
Marijuana Metabolite	20 ng. /mL	5 ng. /mL
Ecstasy (MDA/MDMA)	300 ng. /mL	100 ng. /mL

SMART Basic Sports Panel with Ephedrine

\$23/sample

Substance:	Screen Cut-Off:	Confirmation Cut-Off:
Amphetamine/Methamphetamine/Ecstasy	300 ng. /mL	100 ng. /mL
Cocaine Metabolite	100 ng. /mL	50 ng. /mL
Marijuana Metabolite	20 ng. /mL	5 ng. /mL
Ephedrine	5µg. /mL	5µg. /mL
Ecstasy (MDA/MDMA)	300 ng. /mL	100 ng. /mL

SMART 4 Sports Panel

\$24/sample

Substance:	Screen Cut-Off:	Confirmation Cut-Off:
Amphetamine/Methamphetamine	300 ng. /mL	100 ng. /mL
Cocaine 5µg. /mL	100 ng. /mL	50 ng. /mL
Marijuana Metabolite	20 ng. /mL	5 ng. /mL
Opiates	300 ng. /mL	300 ng. /mL
Ecstasy (MDA/MDMA)	300 ng. /mL	100 ng. /mL

SMART 5 Sports Panel**\$25/sample**

Substance:	Screen Cut-Off:	Confirmation Cut-Off:
Amphetamine/Methamphetamine	300 ng. /mL	100 ng. /mL
Cocaine Metabolite	100 ng. /mL	50 ng. /mL
Marijuana Metabolite	20 ng. /mL	5 ng. /mL
Opiates	300 ng. /mL	300 ng. /mL
Phencyclidine (PCP)	20 ng. /mL	10 ng. /mL
Ecstasy (MDA/MDMA)	300 ng. /mL	100 ng. /mL

SMART 7 Sports Panel**\$26/sample**

Substance:	Screen Cut-Off:	Confirmation Cut-Off:
Amphetamine/Methamphetamine	300 ng. /mL	100 ng. /mL
Cocaine Metabolite	100 ng. /mL	50 ng. /mL
Marijuana Metabolite	20 ng. /mL	5 ng. /mL
Opiates	300 ng. /mL	300 ng. /mL
Phencyclidine (PCP)	20 ng. /mL	10 ng. /mL
Benzodiazepines	200 ng. /mL	100 ng. /mL
Barbiturates	200 ng. /mL	100 ng. /mL
Ecstasy (MDA/MDMA)	300 ng. /mL	100 ng. /mL

SMART 9 Sports Panel**\$27/sample**

Substance:	Screen Cut-Off:	Confirmation Cut-Off:
Amphetamine/Methamphetamine	300 ng. /mL	100 ng. /mL
Cocaine Metabolite	100 ng. /mL	50 ng. /mL
Marijuana Metabolite	20 ng. /mL	5 ng. /mL
Opiates	300 ng. /mL	300 ng. /mL
Phencyclidine (PCP)	20 ng. /mL	10 ng. /mL
Benzodiazepines	200 ng. /mL	100 ng. /mL
Barbiturates	200 ng. /mL	100 ng. /mL
Methadone	300 ng. /mL	200 ng. /mL
Propoxyphene	300 ng. /mL	200 ng. /mL

SMART Testing Add-Ons

Substance:	Confirmation Cut-Off:	Price:
Methylphenidate (e.g., Ritalin [®])	100 ng. /mL	\$5.00
Ephedrine	5 µg. /mL	\$5.00
Oxycodone (e.g., OxyContin [®])	Level of detection	\$5.00
Ecstasy	300 ng. /mL	\$3.00
Ethanol (urine alcohol)	0.02%	\$2.00

SAMHSA 5 Drug Panel**\$20/sample**

Substance:	Screen Cut-Off:	Confirmation Cut-Off:
Amphetamine	1000 ng. /mL	500 ng. /mL
Cocaine Metabolite	300 ng. /mL	150 ng. /mL
Marijuana Metabolite	20 ng. /mL	15 ng. /mL
Opiates	300 ng. /mL	300 ng. /mL
Phencyclidine (PCP)	25 ng. /mL	25 ng. /mL

SAMHSA 9 Drug Panel**\$24/sample**

Substance:	Screen Cut-Off:	Confirmation Cut-Off:
Amphetamine	1000 ng. /mL	500 ng. /mL
Cocaine Metabolite	300 ng. /mL	150 ng. /mL
Marijuana Metabolite	20 ng. /mL	15 ng. /mL
Opiates	300 ng. /mL	300 ng. /mL
Phencyclidine (PCP)	25 ng. /mL	25 ng. /mL
Barbiturates	300 ng. /mL	200 ng. /mL
Benzodiazepines	300 ng. /mL	200 ng. /mL
Methadone	300 ng. /mL	200 ng. /mL
Propoxyphene	300 ng. /mL	200 ng. /mL

When utilizing any of the above panels, specimens will be screened using Enzyme Immunoassay. Positive screens will be confirmed using GC/MS. Confirmed positives will be reported quantitatively. Confirmations are included in the quoted price of the sample. Negative results will be available within 24-48 hours of receipt at the laboratory and provided to the client via secure Internet access. Positive results will be confirmed and available within an additional 72 hours (depending on the drug class) and available to the client via secure Internet access.

Drug Free Sport Anabolic Steroid**\$75/sample**

Test Specifications:
Analysis for more than 20 anabolic steroids including THG and Madol
T:E ratio of 6:1
2 ng/mL detection level
Analysis by GC/MS and LC/MS
B Specimen Testing at an Additional Charge

Results are available within 14 days of receipt by the WADA accredited laboratory.

Full Anabolic Steroid Panel***\$110/sample**

Substance:	Substance:	Substance:	Substance:
Androstenediol	Dehydroepiandrosterone (DHEA)	Methenolone	Oxandrolone
Androstenedione	Dihydrotestosterone (DHT)	Methyltestosterone	Oxymesterone
Boldenone	Dromostanolone	Norandrostenediol	Oxymetholone
Clenbuterol	Fluoxymesterone	Norandrostenedione	Stanozolol
Clostebol	Mesterolone	Nandrolone	Testosterone
Dehydrochlormethyl-testosterone	Methandienone	Norethandrolone	Other related compounds

*This list is consistent with the NCAA banned list of anabolic agents. Analysis will be performed using GC/MS and LC/MS reporting at detection levels. A testosterone/epitestosterone ratio greater than 6:1 will be reported. Results are available within 14 days of receipt by the WADA accredited laboratory.

Collection fee schedule for 2006-07:

Price per Sample:
\$ 15

Minimum Number: If the client chooses to test less than 10 athletes on any given test date, fees can be negotiated with the designated collector and Drug Free Sport will provide a quote upon request or the certified collector can train the client's staff to perform occasional collections free of charge. Drug Free Sport should have testing date(s) from the client 10-14 days in advance whenever possible. Drug Free Sport will assign collection contractor(s) to testing sites and provide administrative and policy support to crews via 24-hour availability.

Athlete Scheduling and Fees: Collection management and related expenses are based upon the number of athletes scheduled for testing on a particular test date. Therefore, Drug Free Sport will invoice for collection services based upon the number of athletes scheduled if fewer athletes are tested and if the collector is not notified of changes in the total number of athletes to be tested at least 24 hours in advance.

Wait Time: Athletes will be expected to provide an adequate (concentrated, alkaline and at or above minimum volume requirement) specimen within three (3) hours of reporting to the test site. If the athlete(s) fail(s) to produce an adequate specimen within 3 hours and all other testing is complete for that testing event, collectors may charge a wait time of \$50/hour.

The sports drug-testing collection contractor(s) will arrive at the designated location at least fifteen minutes prior to the first scheduled collection time on the test date. The client representative will be responsible for notifying the athletes of their selection to drug test and when and where to report. The client representative will provide the collector(s) with a list of athletes selected for drug testing. The client representative also will be responsible for set-up of the collection site according to the needs of the collection contractor and should remain at the collection site throughout the drug-testing event.

Drug Free Sport will follow the client's drug testing policies. The client will obtain and keep on file signed consent forms on all athletes subject to drug testing. Drug Free Sport will utilize a SAMHSA and/or WADA accredited laboratory to test for any of the substances identified as banned in the client's written policies. The client will have the option to select from any of the panels above for the fees listed. These panels can be selected on the test day during collection processing.

Results will be returned to the appropriate individual(s) consistent with the client's policy (via fax or secure Internet access) with the cost included in the quoted panel prices above.

The client has the option of providing Drug Free Sport with athlete rosters to generate unbiased random selections for drug testing. Drug Free Sport will run computerized random selections and provide the client with a list of athletes selected for random drug testing via fax or email.

Upon request, Drug Free Sport will issue reports on the number of athletes tested and results information. Drug Free Sport will maintain databases sufficient to satisfy selection protocol and reporting requirements. All databases will be securely maintained under strict confidentiality policies.

On-Site Educational Program

Drug Free Sport offers a variety of educational topics for coaches, administrators and athletes. The more commonly covered topics include dietary supplements, performance-enhancing drugs and sports drug-testing procedures (e.g., NCAA, institution); however, other topics can be covered upon request. Once on campus, speakers can provide up to 2-3 programs and encourages the first educational session be scheduled with coaches and staff. This provides the speaker with insight to emphasize topics of concern with athletes based upon staff input.

The fee for this type of on-site educational programming is **\$1,600, plus all travel expenses**. Keep in mind; NCAA member institutions should apply for the \$500 Speakers Grant early to secure funds.

Drug Free Sport

THE NATIONAL CENTER
FOR DRUG FREE SPORT, INC.

816.474.8655
www.drugfreesport.com
810 Baltimore Avenue
Kansas City, Missouri 64105

Drug Prevention Service Agreement For Kansas Athletics, Inc.

This Service Agreement (hereinafter called "Agreement") is made this 6th day of Feb, 2007, by and between The National Center for Drug Free Sport ("DRUG FREE SPORT") and Kansas Athletics, Inc. ("CLIENT"). This Agreement shall commence on the Effective Date and terminate on June 30 2007, provided, however, this Agreement will be extended for additional one-year terms unless terminated by either party hereto. Notwithstanding anything herein to the contrary, this Agreement (including any extension thereof) may be revised, altered or modified by Drug Free Sport upon written notification to CLIENT. In consideration of the mutual promises hereinafter contained, the sufficiency of which is evidenced by the parties' signatures hereto, the parties agree as follows:

Scope of Services:

DRUG FREE SPORT shall review and evaluate CLIENT's substance abuse program policies for its participants, as set forth on the attached Description of Services. DRUG FREE SPORT does not provide legal advice.

DRUG FREE SPORT shall provide the CLIENT with substance abuse and drug testing policy recommendations.

DRUG FREE SPORT shall utilize Substance Abuse and Mental Health Services Administration (SAMHSA) and/or World Anti-Doping Agency (WADA) approved laboratories for analysis of collected specimens, to include supplies, shipping and reporting of testing results to CLIENT's appointed individual, as set forth in the attached Description of Services.

DRUG FREE SPORT shall provide CLIENT with collection services, as set forth on the attached Description of Services.

Terms:

DRUG FREE SPORT shall utilize SAMHSA and/or WADA approved laboratories for analysis of collected specimens, including supplies, shipping and reporting of testing results to CLIENT's appointed individual. DRUG FREE SPORT will provide CLIENT with laboratory results as set forth on the attached Description of Services. All drug-testing supply orders must be submitted to DRUG FREE SPORT seven days prior to test date. Shipping expenses will be invoiced to CLIENT for supply orders not requested within seven day notice.

DRUG FREE SPORT shall provide on-site collection services by contracting with a certified sports drug-testing collector for such. CLIENT must provide collection date(s) to DRUG FREE SPORT 10-14 days prior to collection date to adequately facilitate scheduling of collectors.

CLIENT agrees that each sample being tested for performance enhancing substances will be sent to a laboratory that abides by the WADA Code of Ethics relating to testing procedures. CLIENT agrees not to participate in the monitoring of its athletes for performance enhancing substances in order to circumvent positive drug testing results. DRUG FREE SPORT hereby agrees that it will send all tests for performance enhancing substances to a laboratory that abides by the WADA Code of Ethics.

Compensation:

DRUG FREE SPORT's fee for specimen collection and laboratory specimen analysis, including supplies, shipping and reporting of results are defined on the attached Description of Services. DRUG FREE SPORT will submit an invoice for drug-testing services to the CLIENT.

CLIENT agrees to pay DRUG FREE SPORT in full 30 days after receipt of any invoice.

Invoices not paid on a timely basis shall be charged late payment of 1.5% per month.

Miscellaneous:

Force Majeure: Any delay or failure by either party hereto in the performance of this Agreement will be excused only to the extent that the delay or failure is due solely to causes or contingencies beyond the reasonable control of such party. If any force majeure condition occurs, the party whose performance fails or is substantially delayed because of such force majeure condition, shall give immediate notice to the other party and the protection of this paragraph shall begin only upon receipt of such notice.

Cooperation: CLIENT shall instruct its employees and agents to cooperate fully with DRUG FREE SPORT and to make available all necessary information for DRUG FREE SPORT to perform its services hereunder.

Confidential Information: DRUG FREE SPORT shall not divulge, use, or permit the use of any confidential information concerning the affairs of CLIENT that is gathered during the performance of its services, nor shall it provide its reports to anyone except the person designated by CLIENT to receive the same.

Confidentiality: In consideration of CLIENT engaging DRUG FREE SPORT pursuant to the terms of this Agreement and in recognition of the fact that DRUG FREE SPORT will be in a position, as a result of such engagement, in which it may gain confidential information about CLIENT, DRUG FREE SPORT covenants not to reveal any confidential information of CLIENT to any third party. DRUG FREE SPORT shall exercise reasonable care in safeguarding CLIENT's confidential information and DRUG FREE SPORT shall not copy, reproduce, divulge, publish or circulate CLIENT's confidential information to any of its employees or agents, other than those who have a legitimate need to know. Furthermore, DRUG FREE SPORT shall not copy, reproduce, divulge, publish or circulate CLIENT's confidential information to the National Collegiate Athletic Association (NCAA). In consideration of DRUG FREE SPORT performing the services provided in this Agreement, CLIENT covenants not to reveal any confidential information of DRUG FREE SPORT (including, without limitation, any account information, client information, pricing information, services and/or service documentation, or process information) to any third party without the express written consent of DRUG FREE SPORT, which shall not be unreasonably withheld.

Independent Contractor Status: DRUG FREE SPORT, its employees and DRUG FREE SPORT's independent contractors shall be in the relation of independent contractor with CLIENT, and nothing herein shall be construed as designating DRUG FREE SPORT, its employees, or independent contractors as agents, partners, representatives, or employees of CLIENT for any purpose.

Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between DRUG FREE SPORT and CLIENT relating to the subject matter herein.

IN WITNESS WHEREOF, the parties hereto are hereby authorized to execute this Agreement and have executed this Agreement as of the day and year written above.

CLIENT:


Kansas Athletics, Inc.

By:  _____

LARRY KEATING Senior Associate Athletics Director
Name and Title

DRUG FREE SPORT:

THE NATIONAL CENTER FOR DRUG FREE SPORT

By:  _____

Chris Nordby Director of Sport Drug Testing
Name and Title

COPY



Drug Free Sport

THE NATIONAL CENTER
FOR DRUG FREE SPORT, INC.

816.474.8655
www.drugfreesport.com
810 Baltimore Avenue
Kansas City, Missouri 64105

Drug Prevention Service Agreement For The University of Kansas Athletic Corporation

This agreement (hereinafter called "Agreement") is made this 1st day of January 2005 (the "Effective Date"), by and between The National Center for Drug Free Sport ("DRUG FREE SPORT") and The University of Kansas Athletic Corporation ("CLIENT"). This Agreement shall commence on the Effective Date and shall terminate 30 days after written notice is received by one party of the other party's intent to terminate this Agreement. Notwithstanding anything herein to the contrary, this Agreement (including any extension thereof) may be revised, altered, modified or amended by DRUG FREE SPORT upon 30 days written notice. In consideration of the mutual promises hereinafter contained, the sufficiency of which is evidenced by the parties' signatures hereto, the parties agree as follows:

Scope of Services:

DRUG FREE SPORT shall review, develop and evaluate CLIENT's substance abuse program policies. DRUG FREE SPORT does not provide legal advice.

DRUG FREE SPORT shall provide the CLIENT with substance abuse and drug testing policy recommendations.

DRUG FREE SPORT shall utilize Substance Abuse and Mental Health Services Administration (SAMHSA) and/or World Anti-Doping Agency (WADA) approved laboratory analysis of collected specimens, to include supplies, shipping and reporting of testing results to CLIENT's appointed individual(s), as set forth in the attached Description of Services.

DRUG FREE SPORT shall provide CLIENT with collection services, as set forth on the attached Description of Services.

Terms:

DRUG FREE SPORT shall perform said policy review before December 31, 2004, subject to modification by mutual agreement of the parties. Review shall be conducted at DRUG FREE SPORT's place of business based on document review, electronic transmissions and telephone discussions with CLIENT's staff.

DRUG FREE SPORT shall conduct educational program(s) for the CLIENT on a date(s) mutually agreed to by DRUG FREE SPORT and CLIENT. An educational program will provide current and accurate information on dietary supplements, illicit drugs and/or sports drug testing procedures. Specific topics and the focus of each session will be determined at a later date upon mutual agreement between the parties.

DRUG FREE SPORT shall utilize SAMHSA and/or WADA approved laboratory analysis of collected specimens, including supplies, shipping and reporting of testing results to CLIENT's appointed individual(s). DRUG FREE SPORT will provide CLIENT with laboratory results as set forth on the attached Description of Services.

DRUG FREE SPORT shall provide on-site collection services by contracting with a certified sports drug-testing collector for such. CLIENT must provide collection date(s) to DRUG FREE SPORT 10-14 days prior to collection date to adequately facilitate scheduling of collectors.

CLIENT agrees that each sample being tested for performance enhancing substances will be sent to a laboratory that abides by the WADA Code of Ethics relating to testing procedures. CLIENT agrees not to participate in the monitoring of its athletes for performance enhancing substances in order to circumvent positive drug testing results. DRUG FREE SPORT hereby agrees that it will send all tests for performance enhancing substances to a laboratory that abides by the WADA Code of Ethics.

Compensation:

DRUG FREE SPORT will not charge CLIENT a fee for initial program policy review and development consulting. Any policy review and/or development services requested by CLIENT after January 1, 2005 will be billed at \$150/hour. CLIENT will be invoiced upon completion of policy consulting work.

DRUG FREE SPORT's fee for up to three (3) on-campus educational programs per year for athletic department personnel and student-athletes shall be \$500 per session. Any educational session requested over three sessions per year will be invoiced at \$1,500 per session. CLIENT will be invoiced upon completion of the educational program.

DRUG FREE SPORT's fee for specimen collection and laboratory specimen analysis, including supplies, shipping and reporting of results are defined on the attached Description of Services. DRUG FREE SPORT will submit an invoice for drug-testing services to the CLIENT.

CLIENT agrees to pay DRUG FREE SPORT in full 30 days after receipt of any invoice.

Invoices not paid on a timely basis may be subject to a 1.5% late payment penalty.

Miscellaneous:

Force Majeure: Any delay or failure by either party hereto in the performance of this Agreement will be excused only to the extent that the delay or failure is due solely to causes or contingencies beyond the reasonable control of such party. If any force majeure condition occurs, the party whose performance fails or is substantially delayed because of such force majeure condition, shall give immediate notice to the other party and the protection of this paragraph shall begin only upon receipt of such notice.

Cooperation: CLIENT shall instruct its employees and agents to cooperate fully with DRUG FREE SPORT and to make available all necessary information for DRUG FREE SPORT to perform its services hereunder.

Confidential Information: DRUG FREE SPORT shall not divulge, use, or permit the use of any confidential information concerning the affairs of CLIENT that is gathered during the performance of its services, nor shall it provide its reports to anyone except the person designated by CLIENT to receive the same.

Confidentiality: In consideration of CLIENT engaging DRUG FREE SPORT pursuant to the terms of this Agreement and in recognition of the fact that DRUG FREE SPORT will be in a position, as a result of such engagement, in which it may gain confidential information about CLIENT, DRUG FREE SPORT covenants not to reveal any confidential information of CLIENT to any third party. DRUG FREE SPORT shall exercise reasonable care in safeguarding CLIENT's confidential information and DRUG FREE SPORT shall not copy, reproduce, divulge, publish or circulate CLIENT's confidential information to any of its employees or agents, other than those who have a legitimate need to know. Furthermore, DRUG FREE SPORT shall not copy, reproduce, divulge, publish or circulate CLIENT's confidential information to the National Collegiate Athletic Association (NCAA). In consideration of DRUG FREE SPORT performing the services provided in this Agreement, CLIENT covenants not to reveal any confidential information of DRUG FREE SPORT (including, without limitation, any account information, client information, pricing information, services and/or service documentation, or process information) to any third party without the express written consent of DRUG FREE SPORT, which shall not be unreasonably withheld.

Independent Contractor Status: DRUG FREE SPORT, its employees and DRUG FREE SPORT's independent contractors shall be in the relation of independent contractor with CLIENT, and nothing herein shall be construed as

