The Natl Center for Drug Free Sport Inc  
2537 Madison Ave  
Kansas City MO 64108-2334

PO Number: P0003303  
Issue Date: 07/23/09  
Page No: 1

Please supply the following items or services in accordance with terms of your quotation, to TENNESSEE TECHNOLOGICAL UNIVERSITY Cookeville, Tennessee. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoice is received, whichever is later.

SHIP TO:  
1100 McGee Blvd  
Hooper Eblen  
Cookeville TN 38505  
ATTN: Joe Erdeljac

SEND INVOICE IN DUPLICATE TO:  
Tennessee Technological University  
Business Office, Box 5037  
Cookeville, Tennessee 38505-0001

TENNESSEE TECHNOLOGICAL UNIVERSITY IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Contract to provide drug screening services to Tennessee Technological University (University) for its student athletes in accordance with the attached agreement, dated 7/23/09.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Contract Term. The term of this contract shall be from July 23, 2009 through July 22, 2011, with the option to renew up to three (3) additional years.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>The maximum liability of this contract shall not exceed $25,000 annually.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Pricing shall be as identified in the attached agreement.</td>
</tr>
</tbody>
</table>

The terms and conditions printed on the reverse side of this purchase order and any duly authorized change orders shall be the sole terms and conditions that apply to this purchase and shall prevail over any subsequent terms and conditions set forth by the Vendor on invoices or in any other manner, unless otherwise expressly agreed to in writing by the University.

AUTHORIZED SIGNATURE:  
FOR TENNESSEE TECHNOLOGICAL UNIVERSITY
# Purchase Order

**PO Number:** P0003303  
**Issue Date:** 07/23/09

**Title:** The Natl Center for Drug Free Sport Inc  
**Address:**  
- **2537 Madison Ave, Kansas City MO 64108-2334**

**NOTE:** Please supply the following items or services in accordance with terms of your quotation, to TENNESSEE TECHNOLOGICAL UNIVERSITY Cookeville, Tennessee. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoice is received, whichever is later.

**Send Invoice in Duplicate To:**  
- **Tennessee Technological University**  
- **Business Office, Box 5037, Cookeville, Tennessee 38505-0001**

**Ship To:**  
- **1100 McGee Blvd Hooper Eblen**  
- **Cookeville TN 38505**  
- **ATTN: Joe Erdeljac**

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**TENNESSEE TECHNOLOGICAL UNIVERSITY IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.**

**Item | Quantity | Unit | Description | Unit Price | Extension | Discount**
--- | --- | --- | --- | --- | --- | ---
1 | 50,000.00 | EA | Drug Screening Services for Student Athletes (Annual Maximum Liability - $25,000, based on pricing for services per attached agreement.) | 1.0000 | 50,000.00 | .00

**Total:** 50,000.00

---

**The terms and conditions printed on the reverse side of this purchase order and any duly authorized change orders shall be the sole terms and conditions that apply to this purchase and shall prevail over any subsequent terms and conditions set forth by the Vendor on Invoices or in any other manner, unless otherwise expressly agreed to in writing by the University.**

**Accounting Information:**

**Authorized Signature:** [Signature]  
FOR TENNESSEE TECHNOLOGICAL UNIVERSITY
CONTRACT BETWEEN
TENNESSEE TECHNOLOGICAL UNIVERSITY
AND
THE NATIONAL CENTER FOR DRUG FREE SPORT, INC.

This Contract, by and between Tennessee Technological University, hereinafter referred to as the "University" and The National Center for Drug Free Sport, Inc., hereinafter referred to as the "Contractor," is for the purpose of providing drug screening for student athletes as further defined herein.

The Contractor is a for-profit corporation. The Contractor's address is 2537 Madison Avenue, Kansas, City, MO 64108-2334.

A. SCOPE OF SERVICES:

A.1. To furnish the University with drug screening services for its student athletes in accordance with the provisions as contained herein.

A.2. The Contractor agrees to extend this Contract's terms, conditions and pricing to all TBR/UT institutions. Such extension shall be exercised by separate contract between institution and Contractor.

B. CONTRACT TERM:

B.1. Contract Term. This Contract shall be effective for the period commencing on the date of final execution for a period of two (2) years thereafter. The University shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

B.2. Term Extension. The University reserves the right to extend this Contract for up to three (3) additional years for a total contract term of no more than five (5) years. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the University's maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the original Contract.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the University under this Contract exceed twenty five thousand dollars ($25,000.00). The prices listed herein include all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the University requests work and the Contractor performs satisfactory work.

C.2. Compensation Firm. The Rates, Product Costs and the Maximum Liability of the University under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless the Contract is amended.

C.3. Payment Methodology. The Contractor shall be compensated based on services/goods authorized/purchased by the University in a total amount not to exceed the Contract Maximum Liability established in Section C.1. Payment will be made upon receipt of correct invoice and after performance of contractual service, in accordance with the Tennessee Prompt Pay Act.

C.5. Payment of Invoice. The payment of the invoice by the University shall not prejudice the University's right to object to or question any invoice or matter in relation thereto. Such payment by the University shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the University, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.7. The following is a list of supplies/services to be provided on an as-requested basis to the University, along with the applicable cost for each:
<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>Price / Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anabolic Steroid Panel (as defined in Section D.2.4)</td>
<td>$80.00 / sample</td>
</tr>
<tr>
<td>Full Anabolic Steroid Panel (as defined in Section D.2.4)</td>
<td>$130.00 / sample</td>
</tr>
<tr>
<td>Comprehensive Anabolic Steroid Panel (as defined in Section D.2.4)</td>
<td>$145.00 / sample</td>
</tr>
<tr>
<td>SMART Basic Sports Panel</td>
<td>$22.00 / sample</td>
</tr>
<tr>
<td>SMART 4 Sports Panel</td>
<td>$26.00 / sample</td>
</tr>
<tr>
<td>SMART Extended Sports Panel</td>
<td>$31.00 / sample</td>
</tr>
<tr>
<td>On-Site Collection Fee: 1-9 student-athletes</td>
<td>$50.00 / sample</td>
</tr>
<tr>
<td>On-Site Collection Fee: 10-19 student-athletes</td>
<td>$24.00 / sample</td>
</tr>
<tr>
<td>On-Site Collection Fee: 20-29 student-athletes</td>
<td>$23.00 / sample</td>
</tr>
<tr>
<td>On-Site Collection Fee: 30 or more student-athletes</td>
<td>$22.00 / sample</td>
</tr>
<tr>
<td>Specimen Collection Training for University Personnel</td>
<td>$500.00 plus travel expenses*</td>
</tr>
<tr>
<td>On-site Educational Programming (1-day)</td>
<td>$1,800.00 plus travel expenses*</td>
</tr>
<tr>
<td>On-Site Educational Programming (2-days)</td>
<td>$2,200.00 plus travel expenses*</td>
</tr>
<tr>
<td>Fuel Fee when utilizing on-site collection services</td>
<td>$.585 / mile round trip*</td>
</tr>
<tr>
<td>Wait Time Fee when utilizing on-site collection services longer than 3</td>
<td>$50.00 / hour only when applicable</td>
</tr>
<tr>
<td>hours</td>
<td></td>
</tr>
<tr>
<td>&quot;B&quot; Sample Specimen Analysis for Recreational Drug Panel (when requested)</td>
<td>$40.00 / sample only when requested</td>
</tr>
<tr>
<td>&quot;B&quot; Sample Specimen Analysis for Anabolic Steroid Panel (when requested)</td>
<td>$200.00 / sample only when requested</td>
</tr>
</tbody>
</table>

*Amount of travel expenses paid shall be expressly subject to the limits and rules set forth in the Tennessee Board of Regents General Travel Policies and Procedures, Policy No. 4:03:03:00.

D. CONTRACTOR RESPONSIBILITIES / TECHNICAL REQUIREMENTS:

D.1 The Contractor shall provide drug screening that will meet or exceed the minimum standards of the NCAA. Urinalyses shall be conducted and reporting using the mandatory screen and confirmation cut-off levels similar to the NCAA, as noted below:

<table>
<thead>
<tr>
<th>Substance</th>
<th>Screen Cut-Off</th>
<th>Confirmation Cut-Off</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amphetamine/Methamphetamine</td>
<td>300 ng. /mL</td>
<td>200 ng. /mL</td>
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<tr>
<td>Cocaine</td>
<td>100 ng. /mL</td>
<td>50 ng. /mL</td>
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<tr>
<td>Marijuana Metabolite</td>
<td>20 ng. /mL</td>
<td>5 ng. /mL</td>
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<tr>
<td>Opiates</td>
<td>150 ng. /mL</td>
<td>150 ng. /mL</td>
</tr>
<tr>
<td>Ecstasy (MDMA)</td>
<td>500 ng. /mL</td>
<td>200 ng. /mL</td>
</tr>
<tr>
<td>Oxycodone (incl. OxyContin®)</td>
<td>100 ng. /mL</td>
<td>100 ng. /mL</td>
</tr>
</tbody>
</table>
D.2 Contractor shall provide the following services on an as-requested basis for the University:

D.2.1 On-site Educational Programs: Expert speakers from Contractor offer a variety of on-site educational opportunities for coaches, administrators and athletes. Topics commonly covered by a speaker include dietary supplements, performance-enhancing drugs and sports drug-testing procedures (e.g., NCAA, University). Other topics can be covered upon request.

Once on campus, speakers can provide two programs. The first educational session should be scheduled with coaches and staff. This provides speaker with insight from staff to emphasize topics of concern later with athletes.

D.2.2 Program Policy Review and Recommendations. Contractor offers the University the service of reviewing current policies and procedures free of charge. Contractor will review University’s current written policies as its prerequisite for administering institutional drug testing. If there are recommendations to revise or edit policy, the University has the option of utilizing Contractor’s expertise with this process through its policy consulting services. Policy consulting includes:

- Assisting University staff, including legal counsel in addressing recommendations and development
- Program/policy writing as requested
- Post-development evaluation and annual review

These services will be provided without an on-site visit and would be completed via telephone conversations and electronic transmissions.

D.2.3 Testing for Drugs of Abuse. SMART (Sports Monitoring Addressing Real Threats) drug-testing panels are designed to target substances specific to sport at very sensitive detection levels. These panels also include other drugs (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 University. Contractor’s SAMHSA-certified laboratory will screen all drugs of abuse samples and automatically confirm all positive screens. Positive tests will be reported quantitatively. 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. Additional panels are available and can be custom designed.

Other substances such as alcohol, ephedrine, Ritalin, oxycodone and nicotine can be added to the panels above for a nominal fee. University may build a custom panel that directly targets those specific substances relevant to its environment.

When utilizing any of the 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.

D.2.4 Testing for Anabolic Steroids and Other Performance-Enhancing Compounds. Anabolic steroid samples are analyzed at the UCLA Olympic Analytical Laboratory, a World Anti-Doping Agency (WADA) accredited laboratory. The following are a few test panels available for detecting the presence of performance-enhancing substances:

(Note: All steroid panels listed below include: collection beakers, split sampling kits, custody and control forms, overnight shipping of samples to the laboratory and confidential test results. Contractor pays for all shipping of supplies unless request is not received a minimum of seven days prior to a scheduled test date.)

- Comprehensive Anabolic Steroid Panel Plus: Tests for every substance in the UCLA OAL library of anabolic agents. Also includes masking agents, hCG in males, Ephedrine, Diuretics if specific gravity <1.006.
- Full Anabolic Steroid Panel. Tests for every substance in the UCLA OAL library of anabolic agents.
- Drug Free Sport Anabolic Steroid Panel: Analysis for the most commonly used anabolic steroids and masking agents. (19 substances – Substance list monitored and updated by WADA laboratory. Most recent substance list available upon request.)

D.2.5 Specimen Collections.

D.2.5.1 SMART drug-testing collection services are performed on-site by certified sports drug-testing collectors and will specifically follow the University’s policies. Collectors are certified, trained and evaluated regularly. On-site
specimen validity measurements for specific gravity and pH levels. Collection procedures and protocol are consistent with NCAA testing.

D.2.5.2 Contractor can provide University on-site collection training services to facilitate in-house collections. Training involves securing a certified sports drug-testing collector through Contractor for the first scheduled testing event. The collector will rain the University's key designated personnel prior to the scheduled testing event and will then assist these personnel during the scheduled testing. Contractor will provide University with necessary supplies for testing. University will be responsible for ordering necessary supplies from Contractor 7-10 days in advance. In the circumstance that all key designated personnel trained by Contractor terminate employment with the University, a training session for new key designated personnel will be required at an additional cost to be determined at the time of training. Key designated personnel trained by Contractor to perform specimen collections will be subject to online exams to review and renew their trained status.

D.2.6 Test Results. Test results will be returned to the appropriate University contact(s) consistent with University policy (via fax or secure Internet access). Typical turnaround time for tests for drugs of abuse is 24-48 hours from receipt at the SAMHSA-accredited laboratory. Results for performance-enhancing drug tests are available within 14 business days of receipt at the WADA accredited laboratory. Upon request, Contractor will issue reports on the number of student-athletes tested and results information. Contractor will maintain databases sufficient to satisfy selection protocol and reporting requirements. All databases will be securely maintained under strict confidentiality policies.

D.2.7 Selection of Student Athletes for Testing. As an optional free service to eliminate any perception of bias related to selection for drug testing, the University may provide Contractor with student-athlete rosters to generate unbiased random selection. Contractor will run computerized random selections and provide the University with a list of student-athletes selected for random drug testing via fax or email. Student-athlete rosters should be submitted to Contractor in Excel format, via email, at least ten (10) business days prior to the University's notification date.

D.2.8 Turnaround Time for Testing. Turnaround times vary depending on drug analysis and confirmations on positive screens, but the typical turnaround time for negative results using the SMART Panels (recreational drugs) is 24 hours following specimen arrival at the laboratory.

Negative results will be available within 24-48 hours of receipt at the laboratory and provided to the University via secure Internet access or fax. Positive results will be confirmed and available within an additional 72 hours (depending on the drug class) and available to the University via fax or secure Internet access.

For anabolic steroid testing, results are available within 14 business days of receipt by the WADA accredited laboratory.

D.2.9 The testing process, including specimen collection, delivery of specimens to testing lab(s), reporting of test results to University, confirmation of positive results, etc.:

D.2.9.1 Upon entering the collection station, the athlete will provide photo identification and/or a University representative/site coordinator will identify the athlete and the athlete will officially enter the station;

D.2.9.2 The athlete will select a sealed collection beaker form a supply of such and will record his/her initials on the collection beaker's lid;

D.2.9.3 A collector, serving as validator, will monitor the furnishing of the specimen by observation in order to assure the integrity of the specimen until a volume of at least 50 mL is provided (100 mL if testing for anabolic steroids);

D.2.9.4 Validators who are of the same gender as the athlete must observe the voiding process and should be members of the official drug-testing crew. The procedure does not allow for validators to stand outside the immediate area or outside the restroom. The athlete must urinate in full view of the validator (validator must observe flow of urine). The validator must request the athlete raise his/her shirt high enough to observe the midsection area completely ruling out any attempt to manipulate or substitute a sample;

D.2.9.5 Athletes may not carry any item other than his/her beaker into the restroom when providing a specimen. Any problem or concern should be brought to the attention of the collection crew chief or University representative for documentation. Athletes will rinse and dry hands, with water only, prior to urination, and wash with soap and water following urination;

D.2.9.6 Once a specimen is provided, the athlete is responsible for keeping the collection beaker closed and controlled;

D.2.9.7 Fluids and food given to athletes who have difficulty voiding must be from sealed containers (approved by the collector) that are opened and consumed in the station. These items must be caffeine- and alcohol-free and free of any other banned substances;
D.2.9.8 If the specimen is incomplete, the athlete must remain in the collection station until the sample is completed. During this period, the athlete is responsible for keeping the collection beaker closed and controlled;

D.2.9.9 If the specimen is incomplete and the athlete must leave the collection station for reason approved by the collector, specimen must be discarded;

D.2.9.10 Upon return to the collection station, the athlete will begin the collection procedure again.

D.2.9.11 Once an adequate volume of the specimen is provided, the collector who monitored the furnishing of the specimen by observation will sign that the specimen was directly validated and a collector will check the specific gravity and if in range measure the pH of the urine in the presence of the athlete;

D.2.9.12 If the urine has a specific gravity below 1.005 (1.010 if measured with a reagent strip), the specimen will be discarded by the athlete. The athlete must remain in the collection station until another specimen is provided. The athlete will provide another specimen;

D.2.9.13 If the urine has a pH greater than 7.5 (with reagent strip) or less than 4.5 (with reagent strip), the specimen will be discarded by the athlete. The athlete must remain in the collection station until another specimen is provided. The athlete will provide another specimen;

D.2.9.14 If the urine has a specific gravity above 1.005 (1.010 if measured with a reagent strip) and the urine has a pH between 4.5 and 7.5 inclusive, the specimen will be processed and sent to the laboratory;

D.2.9.15 The laboratory will make final determination of specimen adequacy;

D.2.9.16 If the laboratory determines that an athlete's specimen is inadequate for analysis, at the University's discretion, another specimen may be collected;

D.2.9.17 If an athlete is suspected of manipulating specimens (e.g., via dilution), the University will have the authority to perform additional tests on the athlete;

D.2.9.18 Once a specimen has been provided that meets the on-site specific gravity and pH parameters, the athlete will select a specimen collection kit and a uniquely numbered Chain of Custody Form from a supply of such;

D.2.9.19 A collector will record the specific gravity and pH values;

D.2.9.20 The collector will pour approximately 35 mL of the specimen into the "A vial" and the remaining amount (approximately 15mL into the "B vial" (another A=35 mL, B=15 mL, in a second split sample kit for anabolic steroid testing, which will be shipped to a WADA accredited laboratory) in the presence of the athlete. Therefore, two split sample kits will be used when testing for both "drugs of abuse" and anabolic steroids. The vials will be packaged identically, but shipped to two different laboratories.

D.2.9.21 The collector will place the cap on each vial in the presence of the athlete; the collector will then seal each vial in the required manner under the observation of the athlete and witness (if present).

D.2.9.22 Vials and forms (if any) sent to the laboratory shall not contain the name of the athlete.

D.2.9.23 All sealed specimens will be secured in a shipping case. The collector will prepare the case for forwarding.

D.2.9.24 The athlete, collector and witness (if present) will sign certifying that the procedures were followed as described in the protocol. Any deviation from the procedures must be described and recorded. If deviations are alleged, the athlete will be required to provide another specimen.

D.2.9.25 After the collection has been completed, the specimens will be forwarded to the laboratory via overnight shipment or dropped off in-person and copies of any forms forwarded to the designated persons.

D.2.9.26 The specimens become the property of the University.

D.2.9.27 If the athlete does not comply with the collection process, the collector will notify the University representative/site coordinator and third party administrator responsible for management of the drug-testing program.

D.2.9.28 Results are reported as described in Section D.2.6 above.

D.2.9.29 "B" sample confirmation of test results is handled on a case by case basis upon discussions with the University.

D.2.10 Available Testing Panels. Available testing panels include, but are not limited to the following:

D.2.10.1 Recreational Drug Panels:
### SMART Basic Drug Panel:

<table>
<thead>
<tr>
<th>SUBSTANCE</th>
<th>SCREEN CUT-OFF</th>
<th>CONFIRMATION CUT-OFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amphetamine/Methamphetamine</td>
<td>300 ng./mL</td>
<td>200 ng./mL</td>
</tr>
<tr>
<td>Cocaine Metabolite</td>
<td>100 ng./mL</td>
<td>50 ng./mL</td>
</tr>
<tr>
<td>Marijuana Metabolite</td>
<td>20 ng./mL</td>
<td>5 ng./mL</td>
</tr>
<tr>
<td>Ecstasy (MDMA)</td>
<td>500 ng./mL</td>
<td>200 ng./mL</td>
</tr>
</tbody>
</table>

### SMART 4 Sports Panel:

<table>
<thead>
<tr>
<th>SUBSTANCE</th>
<th>SCREEN CUT-OFF</th>
<th>CONFIRMATION CUT-OFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amphetamine/Methamphetamine</td>
<td>300 ng./mL</td>
<td>200 ng./mL</td>
</tr>
<tr>
<td>Cocaine 5µg./mL</td>
<td>100 ng./mL</td>
<td>50 ng./mL</td>
</tr>
<tr>
<td>Marijuana Metabolite</td>
<td>20 ng./mL</td>
<td>5 ng./mL</td>
</tr>
<tr>
<td>Opiates</td>
<td>300 ng./mL</td>
<td>300 ng./mL</td>
</tr>
<tr>
<td>Ecstasy (MDMA)</td>
<td>500 ng./mL</td>
<td>200 ng./mL</td>
</tr>
</tbody>
</table>

### SMART Extended Sports Panel:

<table>
<thead>
<tr>
<th>SUBSTANCE</th>
<th>SCREEN CUT-OFF</th>
<th>CONFIRMATION CUT-OFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amphetamine/Methamphetamine</td>
<td>300 ng./mL</td>
<td>200 ng./mL</td>
</tr>
<tr>
<td>Cocaine 5µg./mL</td>
<td>100 ng./mL</td>
<td>50 ng./mL</td>
</tr>
<tr>
<td>Marijuana Metabolite</td>
<td>20 ng./mL</td>
<td>5 ng./mL</td>
</tr>
<tr>
<td>Opiates</td>
<td>150ng./mL</td>
<td>150ng./mL</td>
</tr>
<tr>
<td>Ecstasy (MDMA)</td>
<td>500ng./mL</td>
<td>200 ng./mL</td>
</tr>
<tr>
<td>Oxycodone (incl. OxyContin)</td>
<td>100 ng./mL</td>
<td>100 ng./mL</td>
</tr>
<tr>
<td>Methylphenidate (incl. Ritalin)</td>
<td>n/a</td>
<td>100 ng./mL</td>
</tr>
</tbody>
</table>

### Anabolic Steroids:

- **Comprehensive Anabolic Steroid Panel Plus:** Tests for every substance in the UCLA OAL library of anabolic agents. Also includes masking agents, hCG in males, Ephedrine, Diuretics if specific gravity <1.006.
- **Full Anabolic Steroid Panel.** Tests for every substance in the UCLA OAL library of anabolic agents.
- **Drug Free Sport Anabolic Steroid Panel:** Analysis for the most commonly used anabolic steroids and masking agents. (19 substances – Substance list monitored and updated by WADA laboratory. Most recent substance list available upon request.)
E. STANDARD TERMS AND CONDITIONS:

E.1. Required Approvals. The University is not bound by this Contract until it is approved by the appropriate officials in accordance with applicable Tennessee state laws and regulations.

E.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate officials in accordance with applicable Tennessee state laws and regulations.

E.3. Termination for Convenience. Either party may terminate this Contract without cause for any reason. Such termination shall not be deemed a Breach of Contract by the University. Prior notice of cancellation shall be provided by the party desiring cancellation at least one hundred thirty (30) written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the University be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the University reserves the right to terminate the Contract upon written notice to the Contractor. Such termination shall not be deemed a breach of Contract by the University. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the University any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.5. Breach. A party shall be deemed to have breached the Contract if any of the following, including but not limited to, occurs:

— failure to perform in accordance with any term or provision of the Contract;
— partial performance of any term or provision of the Contract;
— any act prohibited or restricted by the Contract, or
— violation of any warranty.

For purposes of this Contract, these items shall hereinafter be referred to as a "Breach."

a. Contractor Breach—University shall notify Contractor in writing of a Breach. In the event of a Breach by Contractor, the University shall have available the remedy of actual Damages and any other remedy available at law or in equity.

b. University Breach—In the event of a Breach of contract by the University, the Contractor shall notify the University in writing within 30 days of any Breach of contract by the University. The notice shall contain a description of the Breach. In the event of Breach by the University, the Contractor may avail itself of any remedy at law in the Claims Commission; provided, however, failure by the Contractor to give the University written notice and opportunity to cure as described herein operates as a waiver of the University's Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee With jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

E.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the University shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services; however, the University shall have the option to give Contractor written notice and a specified period of time in which to cure. Notwithstanding the above, the Contractor shall not be relieved of liability to the University for damages sustained by virtue of any breach of this Contract by the Contractor.

E.7. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the University. If such subcontracts are approved by the University, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts
of Interest" and "Nondiscrimination" (sections E.8 and E.9). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

E.8. **Conflicts of Interest.** The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

E.9. **Nondiscrimination.** The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by Federal, or Tennessee constitutional or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

E.10. **Records.** The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the University, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

E.11. **Monitoring.** The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the University, the Comptroller of the Treasury, or their duly appointed representatives.

E.12. **Strict Performance.** Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

E.13. **Independent Contractor.** The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that the parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the University, agrees to carry adequate liability and other appropriate forms of insurance, including workers' compensation coverage as required by applicable law on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

E.14. **University Liability.** The University shall have no liability except as specifically provided in this Contract.

E.15. **Force Majeure.** The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, epidemics or any other similar cause.

E.16. **University and Federal Compliance.** The Contractor shall comply with all applicable State and Federal laws and regulations, including University policies and guidelines in the performance of this Contract.

E.17. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the Tennessee Claims Commission in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the University or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

E.18. **Severability.** If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
E.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

F. SPECIAL TERMS AND CONDITIONS:

F.1. Communications and Contacts.

The University:
Judy Hull, Director of Business Services
Tennessee Technological University
P.O. Box 5041
220 W. 10th Street
Cookeville, TN 38505
Phone: (931) 372-3491
Fax: (931) 372-3727
Email: jmhull@tntech.edu

The Contractor:
Mr. Dan Regan, Director of Sales & Marketing
The National Center for Drug Free Sport, Inc.
2537 Madison Avenue
Kansas City, MO 64108
Phone: (816) 474-8655
Fax: (816) 285-5068
Email: dregan@drugfreesport.com

All instructions, notices, consents, demands, or other communications shall be sent in a manner that verifies proof of delivery. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission. Changes to the Contract shall not be effective until agreed to, in writing, by both parties.

F.2. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

a. This Contract document, its attachments and amendments
b. All Clarifications and addenda made to the Contractor's Proposal
c. The Request for Proposal and its associated amendments
d. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in the order of precedence detailed above.

F.3. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the University hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed, without the prior written approval of the appropriate University official.

F.4. Confidentiality: In consideration of University engaging Contractor pursuant to the terms of this Agreement and in recognition of the fact that Contractor will be in a position, as a result of such engagement, in which it may gain confidential information about University, Contractor covenants not to reveal any confidential information of University to any third party. Contractor shall exercise reasonable care in safeguarding University's confidential information and Contractor shall not copy, reproduce, divulge, publish or circulate University's confidential information to any of its employees or agents, other than those who have a legitimate need to know. Furthermore, Contractor shall not copy, reproduce, divulge, publish or circulate University's confidential information to the National Collegiate Athletic Association (NCAA). In consideration of Contractor performing the services provided in this Agreement and to the extent allowable by applicable law, University covenants not to reveal any confidential information of Contractor (including, without limitation, any account information, University information, pricing information, services and/or service documentation, or process information) to any third party without the express written consent of Contractor, which shall not be unreasonably withheld.

F.5 Hold Harmless. The Contractor agrees to indemnify and hold harmless the University as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on
its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the University in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the University.

In the event of any such suit or claim, the Contractor shall give the University immediate notice thereof and shall provide all assistance required by the University in the University’s defense. The University shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor’s own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the University in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106.

F.6. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or University department or agency;

b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false Statements, or receiving stolen property;

c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

F.7. Prohibition on Hiring Illegal Immigrants. Tennessee Public Chapter No. 878 of 2006, TCA 12-4-124, requires that Contractor attest in writing that Contractor will not knowingly utilize the services of illegal immigrants in the performance of this Contract and will not knowingly utilize the services of any subcontractor, if permitted under this Contract, who will utilize the services of illegal immigrants in the performance of this Contract. The attestation shall be made on the form, Attestation re Personnel Used in Contract Performance (“the Attestation”), which was included in the RFP Package.

If Contractor is discovered to have breached the Attestation, the Commissioner of Finance and Administration shall declare that the Contractor shall be prohibited from contracting or submitting a bid to any Tennessee Board of Regents institution or any other state entity for a period of one (1) year from the date of discovery of the breach. Contractor may appeal the one (1) year by utilizing an appeals process in the Rules of Finance and Administration, Chapter 0620.

F.8. Voluntary Buyout Program. The Contractor acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.

a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.

b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Contractor understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State contractor would not be appropriate, and in such cases the State may refuse Contractor personnel. Inasmuch, it shall be the responsibility of the State to review Contractor personnel to identify any such issues.

c. With reference to either subsection a. or b. above, a Contractor may make a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the VBP Contracting Restriction
Waiver Request format available from the State and the Internet at: www.state.tn.us/finance/rds/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.

IN WITNESS WHEREOF:

THE NATIONAL CENTER FOR DRUG FREE SPORT, INC.:

[Signature]

NAME (Printed): Daniel Keenan
Title: Director of Sales + Marketing
Date: 7/13/09

TENNESSEE TECHNOLOGICAL UNIVERSITY:

[Signature]

Dr. Claire Stinson, Vice President for Business & Fiscal Affairs
Date: 7/23/09