

- 5.2 An *Athlete* applying for a TUE shall provide written consent for the transmission of all information pertaining to the application to members of all TUECs with authority under the *Code* to review the file and, as required, other independent medical or scientific experts, and to all necessary staff involved in the management, review or appeal of TUEs, and *WADA*. The applicant shall also provide written consent for the decision of the TUEC to be distributed to other relevant *Anti-Doping Organizations* and National Federations under the provisions of the *Code*.

*[Comment to 5.2: Prior to collecting Personal Information or obtaining consent from an *Athlete*, the *Anti-Doping Organization* shall communicate to the *Athlete* the information set forth in Article 7.1 of the *International Standard for the Protection of Privacy and Personal Information*.]*

Should the assistance of external, independent experts be required, all details of the application will be circulated without identifying the *Athlete* concerned.

- 5.3 The members of the TUECs, independent experts and the staff of the *Anti-Doping Organization* involved, will conduct all of their activities in strict confidence and will sign confidentiality agreements. In particular, they will keep the following information confidential:
- (a) All medical information and data provided by the *Athlete* and physician(s) involved in the *Athlete's* care.
 - (b) All details of the application including the name of the physician(s) involved in the process.

Should the *Athlete* wish to revoke the right of any TUEC to obtain any health information on his/her behalf, the *Athlete* shall notify his/her medical practitioner in writing of the fact. As a consequence of such a decision, the *Athlete* will not receive approval for a TUE or renewal of an existing TUE.

- 5.4 *Anti-Doping Organizations* shall ensure that Personal Information obtained in the TUE process is retained for a period of eight (8) years, and thereafter only for as long as necessary to fulfill their obligations under the *Code* or where otherwise required by applicable law, regulation or compulsory legal process.