

NOTICE OF RACE VOLVO OCEAN RACE 2011-12

**ORGANISING AUTHORITY:
VOLVO EVENT MANAGEMENT UK LIMITED
In conjunction with
The International Sailing Federation (ISAF)**

**Entries are invited for the Volvo Ocean Race 2011-12 for
Volvo Open 70 class Boats**

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IMPORTANT NOTICE

SPECIFIC ATTENTION IS DRAWN TO RRS FUNDAMENTAL RULE 4, WHICH STATES: “THE RESPONSIBILITY FOR A BOAT’S DECISION TO PARTICIPATE IN A RACE OR TO CONTINUE RACING IS HERS ALONE”.

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SECTION A – DEFINITIONS AND RULES**1. RACE DEFINITIONS**

- 1.1 AP:** The Arbitration Panel for the Volvo Ocean Race 2011-12.
- 1.2 Appendages:** A limited number of *Appendages* declared to the *MG*. *Appendages* are defined at Volvo Open 70 Rule v.3 Section 6. With further restrictions in *NOR* 5.6.
- 1.3 Assembly Area:** The area within a Port where a *Boat* berths prior to starting and after finishing a race. A *Boat* shall remain in the *assembly area* except to go sailing, or to haul out. In *Ports* where the haul out area is in the immediate vicinity to the on water *Assembly Area*, the haul out area may be counted as the *Assembly Area*.
- 1.4 Assembly Date:** [not earlier than 8 weeks before the start date; which will be announced at the end of March 2010]; the date by which a *Boat* is required to be in the Alicante *Assembly Area*.
- 1.5 Boat:** A Volvo Open 70 used by the *Participant* to train for or take part in the *Race*. It comprises the hull, hull appendages, ballast, rig, sails and associated fittings and all other items of sports equipment used, excluding consumables and personal equipment.
- 1.6 Commercial Participation Agreement (CPA):** An agreement entered into between the *Participant* and the *OA*, the *Commercial Participation Agreement*.
- 1.7 Crew Member:** Any person, who has signed the *Crew Member Agreement* and who may be on board the *Boat* for the purposes of sailing or racing except the *Media Crew Member*: whose duties are restricted to those in *NOR* 6.3.
- 1.8 Crew Member Agreement:** The agreement between *OA* and a *Crew Member*.
- 1.9 IJ:** The International Jury appointed by ISAF.
- 1.10 In-Port and Pro-Am race:** Races held in the vicinity of a *Port*.
- 1.11 Leg:** A race between two *Ports*.
- 1.12 Media Crew Member (MCM):** Any person, who has signed the *Media Crew Member Agreement* and who may be on board the *Boat* while racing, who may not contribute the sailing of the *Boat* and must comply with the restrictions in *NOR* 6.3.
- 1.13 MG:** The Measurement body as described in the Volvo Open 70 Rule v.3. Section 1.3.
- 1.14 New:** in relation to *Boats* and equipment (sails, masts, booms and appendages) is equipment which did not exist on 29th June 2009.
- 1.15 NOR:** The Notice of Race for the Volvo Ocean Race 2011-12.
- 1.16 Non-Haulout Stop:** A *Stop Over* between *Legs* where special rules apply.
- 1.17 OA:** The Organising Authority for the Volvo Ocean Race 2011-12. The *OA* is Volvo Event Management UK Ltd (VEMUK) or its successor.
- 1.18 Old:** in relation to *Boats* and equipment (sails, masts, booms and appendages) is equipment which existed prior to 29th June 2009.
- 1.19 Participant:** The syndicate company, the owners of a *Boat* entered in the *Race*, the entity that runs, sponsors or funds a *Boat* and the entity/entities that enters into the *Commercial Participation Agreement* relating to a *Boat*. For the purposes of the *RRS*, the *Participant* signatory shall be considered a competitor.

- 1.20** **Person in Charge** or **Reserve Person in Charge**: A Crew Member or that Crew member's reserve who is the sole representative of the Participant, duly authorised by the Participant in writing, and who has signed the *Person in Charge Agreement*.
- 1.21** **Person in Charge Agreement** or **Reserve Person in Charge Agreement**: The agreement between the OA and the *Person in Charge* or the *Reserve Person in Charge*.
- 1.22** **Port**: Any port that has a *Leg* start or finish.
- 1.23** **Pre-Race**: The period between the 29th June 2009 and the first *In-Port race*.
- 1.24** **Pre-Race Sail**: Any *New* sail that is declared as a *Pre-Race Sail* in the period between the 29th June 2009 and the first *In-Port Race*; in accordance with the sail requirements and restrictions in NOR 5.1 (a), (b), (d), (e) and (f).
- 1.25** **Race**: The Volvo Ocean Race 2011-12 including all *Legs*, *In-Port races* and *Pro-Am races* and supplementary or incidental activities.
- 1.26** **Race Button**: A means of permanently identifying a *Pre-Race Sail* and/or a *Race Sail*.
- 1.27** **Race Sail**: Any *New* sail declared in accordance with the sail requirements and restrictions in NOR 5.1 (c), (d), (e) and (f).
- 1.28** **RC**: The Race Committee as appointed in accordance with RRS 89.2 (b).
- 1.29** **RRS**: The Racing Rules of Sailing 2009-2012.
- 1.30** **Rules**: One or more of those detailed in NOR 2.1.
- 1.31** **SI**: The Sailing Instructions for a *Leg*, *In-Port* or a *Pro-Am Race*.
- 1.32** **Stop-over**: A *Port* between *Legs* where special rules may apply.
- 1.33** **VIG**: The Interpretation body as described in the Volvo Open 70 Rule v.3. section 1.3

2. THE RULES

- 2.1** Applicable documents:
- (a) The *Commercial Participation Agreement (CPA)*
 - (b) The Notice Of Race (*NOR*)
 - (c) The *Leg* or *In-Port* and *Pro Am* Sailing Instructions
 - (d) The Racing Rules of Sailing (*RRS*)
 - (e) The Volvo Open 70 Rule v.3
- 2.2** Unless expressly provided otherwise; the documents referred to in NOR 2.1 shall have precedence in the order the documents are listed, when there is conflict the *IJ* will decide the applicable *Rule*.
- 2.3** The prescriptions of national authorities shall not apply. This changes RRS 88 by permission of ISAF given under RRS 86.2.

- 2.4** Between sunset and sunrise, when a *Boat* cannot determine with certainty which tack another *Boat* is on, she shall keep clear of that *Boat*.
- 2.5** *RRS 26* is changed so that the warning signal is the Volvo Open 70 Class Flag and it shall be made 10 minutes before the starting signal and the preparatory signal shall be made 5 minutes before the start signal.
- 2.6** The text of *RRS 28.1* is deleted and replaced with: A *Boat* shall *start*, leave each *mark* or position on the required side in the correct order, and *finish*, so that a string representing her track after *starting* and until *finishing* would when drawn taut:
- (a) Pass each *mark* or position on the required side
 - (b) Touch each rounding *mark* or rounding position, and
 - (c) Pass between the *marks* of a gate from the direction of the previous *mark*.
- When a position required to be rounded or passed is not a physical object it shall be designated as an obstruction within a radius or distance of 10 meters from the position or any line between it and any other number of positions. She may correct any errors to comply with this rule. After finishing she need not cross the finishing line completely.
- 2.7** *RRS 32* and *33* are amended in that: The *RC* may amend the course for a *Leg* while *Boats* are racing by communicating to *Boats* by whatever means available the remaining course in full from a position, rounding mark, scoring waypoint, gate, line of latitude or longitude from where the change is effective. This may only be done for reasons of safety or a likelihood of all *Boats* not finishing with enough time to be properly prepared for another stage in the *Race*.
- 2.8** After the preparatory signal for a *Leg*: a *Boat* may suspend racing at any time under the procedures stipulated in the *Leg SI's*.
- 2.9** *RRS 47.2* does not apply to guests as detailed in *NOR 7* and/or the *SI's* for a *Leg, In-Port* or *Pro-Am* race.
- 2.10** *RRS 51* is changed in that:
- (a) Sails, non-sealed equipment and stores may be moved to any position inside the hull between the forward and aft watertight bulkheads
 - (b) Sails and non-sealed deck equipment, may be stowed anywhere within the working deck of a *Boat*
 - (c) No equipment (with the exception of garbage), stores or sails may be stowed in the aft watertight compartment or in the Forward watertight compartment
 - (d) No action shall be taken to alter stability by retaining or moving water or other fluids other than in the aft ballast tank
- 2.11** The title of *RRS 60.2* is deleted and replaced with: The *RC* or the *MG* may
- 2.12** *RRS 61.1(a)* is amended by deleting the last sentence and replacing it with: During a *Leg*, she shall display the flag for one hour, then it may be removed. The display of the flag shall be reported to the duty officer before the flag is removed. However,
- 2.13** The text of *RRS 64.1(a)* is deleted and replaced with: "When the International Jury decides that a *Boat* that is a *party* to a protest hearing has broken a *rule*, it may waive penalties and/or impose penalties other than disqualification. A penalty may be imposed whether or not the applicable *rule* was mentioned in the *protest* ".

- 2.14** The text of *RRS 76.1* is deleted and replaced it with: The *OA* reserves the right to reject or cancel the entry of any *Boat* for reasons of safety.
- 2.15** *RRS 78.3* is deleted and replaced with: When a member of the *MG* decides that a *Boat* does not comply with the class rules, he shall report the matter in writing to the *RC*.
- 2.16** *RRS Addendum Q* of the Racing Rules of Sailing as amended by the *In Port SI's* shall apply for all *In-Port races* and may apply for *Pro-Am races*.
- 2.17** Race Signals, Other Signals – Flag L Ashore shall not apply. This changes Race Signals, Flag L.
- 2.18** Anti-Doping Rules; the applicable rules and procedures are contained in *NOR Appendix E Crew Members* are reminded of their obligation to know the Anti-Doping Rules. The *Person in Charge* or the *Reserve Person in Charge* is also responsible for informing their *Crew Members* of the Anti-Doping Rules.
- 2.19** A written answer or interpretation posted on the official notice board by the *OA* or *RC* of any of the rules of the *NOR* or *SI's* shall have validity, as if it was a part of that rule. However, an answer or interpretation may not change a rule.
- 2.20** Advertising: The *Race* is recognised as a Special Event in accordance with ISAF Regulation 20. Attention is drawn to the *Commercial Participation Agreement* and *NOR Appendix A* with respect to advertising requirements. A copy of the letter granting Special event status from ISAF shall be posted on the Official Notice Board.

3. RACE EQUIPMENT AND SERVICES FEE

3.1 FEE PAYMENT SCHEDULE

- 3.1.1** The *Race* equipment and services fee (*NOR Appendix B*): shall be Euros 375,000.00 plus any Tax at the appropriate rate.
- 3.1.2** In addition; each *Participant* shall also lodge a *Race* deposit of Euros 50,000.00 against unpaid invoices and/or fines imposed under the term of the *Commercial Participation Agreement*. Any remaining portion of the deposit not in dispute shall be repaid to the *Participant* by 1st October 2012.

Only upon receipt of this *Race* deposit together with the *Race* entry form and acceptance by the *OA* will the *Participant* be registered as an official entry. Once the first official entry is registered by the *OA* to the last day of the *Race*, only *Participants* registered as official entries will be invited to relevant discussions and decision-making meetings.

- 3.1.3** To guarantee the delivery of *NOR Appendix B Equipment and Services* to the specifications and the delivery schedule outlined in *NOR Appendix B*, payments must be made no later than those in *NOR 3.1.3 (b) and (c)*; any late payment may result in a delay to delivery. However the full equipment and services fee and the *Race* deposit must be received by the *OA* before 1st August 2011 for the *Participant* to start in the *Race*.

- (a) € 50,000.00 Race deposit to be paid when registering as an Official Entry by filling in the *Race* Entry Form, available from *OA*.
- (b) € 200,000.00 The first instalment of the equipment and services fee to be paid by 1st August 2010.
- (c) € 100,000.00 The second instalment of equipment and services fee to be paid by 1st March 2011.
- (d) € 75,000.00 or the full balance of the equipment and services fee and *Race* deposit

must be received by the OA no later than 1st August 2011.

3.2 REFUND OF FEES

- 3.2.1** When a *Participant* can demonstrate that an amendment of the *Rules* prior to the start of the *Race* would consequently cause that *Participant* a loss, or to incur costs, exceeding the total value of their payments towards the *Race* equipment and services fee to that date, that *Participant* may within 28 days of publication of such an amendment, by written notice to the OA, withdraw its entry. In this case the OA shall refund payments made by the *Participant* to that date less the cost of equipment and services provided to that *Participant* should the *Participant* decide to keep the equipment or have used the service. This paragraph sets out the exclusive remedy of any *Participant* for any amendment to the *Race* rules and the OA shall have no other liability for any consequences for the *Participant*, or any third party, of such amendment to the *Race* rules.
- 3.2.2** When an entry is withdrawn other than in accordance with NOR 3.2.1, the OA shall be entitled to retain any fees paid.

4. QUALIFICATION

- 4.1** Prior to the *Assembly Date*, each *Boat* must complete a non-stop open ocean qualification race or passage of approximately 2000 nautical miles, approved in advance by the OA.
- 4.2** In addition; after the *Assembly Date* and prior to the start of the first *In-Port race* in Alicante; following the complete installation of the supplied equipment each *Boat* shall compete in an OA organised, qualification race or passage of at least 600 nautical miles to test various items of supplied equipment. Details of the Date and course shall be provided before the 15th May 2011.

Should a *Boat* be unable to complete the qualification races or passages in NOR 4.1 or 4.2 or any of their requirements she shall complete a race or passage or fulfil the requirements as directed by the OA before she starts in the *Race*.

The *Participant* shall supply a crew list for the qualification race(s) or passage(s) to the OA at least 48 hours before the start.

SECTION B – LIMITATIONS AND RESTRICTIONS**5. SAILS, RIGS, BOATS, APPENDAGES AND TESTING**

A *Participant* may only build or acquire *New Pre Race* or *Race Sails* for a *Boat* they enter in the *Race*, further; these shall be limited or restricted by *NOR 5*.

5.1 SAIL LIMITATIONS

- (a) When a *Participant* enters 1 *Boat* they may acquire a total of 15 *New Pre-Race Sails* excluding Storm Jibs and Storm Trysails.
- (b) When a *Participant* enters 2 *Boats* they may only acquire a total of 23 *New Pre-Race Sails*, each sail shall be assigned to a *Boat*, and neither *Boat* may have more than 15 *New Pre-Race Sails* assigned to it, excluding Storm Jibs and Storm Trisails.
- (c) No *New Pre-Race Sails* other than those permitted in *NOR 5.1* (a) or (b) may be acquired by the *Participant*.
- (d) For the *Race* a *Boat* may declare a maximum of 17 *Race Sails* excluding Storm Trysails and Storm Jibs. The *Race* total of 17 shall contain not more than 2 mainsails and 2 staysails. This total may comprise *Pre-Race* and *Race Sails*.
- (e) When a *New Pre-Race* or *New Race Sail* has been hoisted it shall be declared in writing to the *MG* and the *OA* giving the sail type and dimensions and where necessary the *Boat* it is assigned too. Any *New Pre-Race Sail* may only be hoisted on the *Boat* it has been assigned to. However, within 48 hours of hoisting the sail the *Participant* may also communicate to the *MG* the fact that the sail is not accepted by the *Participant* and has been sent back to the manufacturer for replacement, the communication should also contain a statement from the manufacturer that they accept the claim; in which case the sail shall not count towards the limits in *NOR 5.1*. When the *MG* cannot identify the sail, in person at the time of declaration the *MG* will send the *Participant* a method of identifying the sail and the *OA* will follow up with a recording method that can confirm the application of the identity and cross check for later confirmation.
- (f) If during the *Race* one of a *Boat's Race Sails* is damaged beyond repair, becomes un-useable or is lost the *Participant* may apply to the *IJ* for permission to declare one of that *Boats Pre-Race Sails* as a *Race Sail* in excess of the limitation described in *NOR 5.1*(d) without penalty. The allowance in *NOR 5.1*(f) is only available to a *Boat* once during the *Race*.

5.2 WHILE RACING

5.2.1 On a *Leg* or an *In-Port Race* a *Boat* shall have on board 1 Storm Trysail and 1 Storm Jib and 1 Heavy weather jib (HWJ). The Storm Trysail shall be used in case of safety or emergency and sheeted without a mainsail. In addition to the Storm Jib and the Trysail a *Boat* may have on board;

5.2.2 For a *Leg* a maximum of 8 *Race buttoned* sails, made up of;

- (a) 1 Mainsail
- (b) 3 Headsails (where 1 must be the HWJ)
- (c) 3 Spinnakers (where 1 must be a Fractional Spinnaker)
- (d) 1 Staysail

5.2.3 For an *In-Port* race day a maximum of 7 *Race buttoned* sails, made up of;

- (a) 1 Mainsail
- (b) 3 Headsails (where 1 must be the HWJ)
- (c) 3 Spinnakers

5.3 PRE- RACE AND RACE SAILS IN EXCESS OF THE LIMITATION

5.3.1 Any sail hoisted or declared in excess of the allowances in *NOR* 5.1 (a), (b) and (d) or 5.2 for *Pre-Race Sail* or the *Race Sails* shall; be reported to the *IJ* and may result in a hearing.

5.3.2 After the 29th June 2009 when, during the repair or alteration of a hoisted or declared sail the replacement of fabric in excess of:

- (a) 35 sq meters for Mainsails
- (b) 25 sq meters Headsails & Staysails
- (c) 120 sq meters for Masthead Spinnakers
- (d) 80 sq meters for Fractional Spinnakers

Will result in that sail being declared as a New Sail and issued with a New Sail Button. The area of fabric or reinforcement placed over existing fabric shall not be included when determining the total area. However, the replacement (being the removal of the fabric and its subsequent replacement) of fabric in excess of those in *NOR* 5.3.2 (a), (b), (c) or (d) will be.

5.4 MASTS AND BOOMS

5.4.1 For 1 *Boat* a *Participant* enters they may build or acquire a maximum of 2 *New* masts and booms, for 2 *Boats* entered the total will be 3 including; tubes and spreaders. Such masts and booms shall be constructed using the same tooling (moulds or mandrels).

5.4.2 When a *New* mast has been stepped or *New* boom fitted for the first time it shall be declared in writing to the *MG* and the *OA* giving the mast or boom type and dimensions and where necessary the hull number it is assigned too. However, within 48 hours of stepping or fitting the *Participant* may also communicate to the *MG* the fact that the mast or boom is not accepted by the *Participant* and has been sent back to the manufacturer for replacement, the communication should also contain a statement from the manufacturer that they accept the claim; in which case the mast or boom shall not count towards the limits in *NOR* 5.4.1. When the *MG* cannot identify the mast or boom in person at the time of declaration the *MG* will send the *Participant* a method of identifying the mast or boom, and the *OA* will follow up with a recording method that can confirm the application of the identity and cross check for later confirmation.

No *New* mast or booms for a *Boat* other than those permitted in *NOR* 5.4.1 may be acquired by the *Participant*, except, when a *Participants* mast or boom is damaged beyond repair, becomes un-useable or is lost the *Participant* may apply to the *IJ* for permission to build or acquire another mast or boom in excess of the limitations described in *NOR* 5.4.1 without penalty. .

5.5 BOATS

- (a) A *Participant* may only build or acquire 1 *New Boat* and may purchase or acquire any number of *Old Boats*.

- (b) When the hull shape of an *Old Boat* is intentionally modified it shall be deemed to be a *New Boat* and shall be issued a *New* hull number and shall become the *Participants New Boat*.
- (c) When a *Participant* wishes to modify the hull of their *Old Boat* under NOR 5.5 (b) they shall submit plans, specifications and details of the modification to the chief measurer, these modifications shall only be carried out with the written permission of the chief measurer. A *Boat* that is modified under NOR 5.5 (c) shall comply fully with the Volvo Open 70 v.3.

5.6 APPENDAGES AND RESTRICTIONS

5.6.1 A *Participant* may build or acquire *New Appendages* for and assigned to a *Boat* they enter in the *Race*; of no more than:

- (a) 2 sets of rudders; each set may be of a different design
- (b) 2 sets of daggerboards; each set may be of a different design
- (c) 1 Ballast keel bulb.
- (d) 1 keel fin.

5.6.2 The restrictions contained in NOR 5.6.1 (a), (b), (c) and (d) do not prevent the *Participant* from building more like for like *Appendages* of each set, these limits do not include emergency rudders. When the *MG* cannot identify the *Appendages* in person at the time of declaration the *MG* will send the *Participant* a method of identifying the *Appendage* and the *OA* will follow up with a recording method that can confirm the application of the identity and cross check for later confirmation.

5.6.3 Prior to a *Boat* being issued with a Volvo Open 70 v.3 Certificate, the *Person in Charge* shall declare to the *MG* the *Appendages* to be used in the *Race*. This declaration shall be accompanied by the position, plan form and section drawings and weight of the *Appendages*.

5.6.4 Once a *Boat* has been issued a Volvo Open 70 v.3 Certificate the *Appendage* positions, plan form section or weight shall not be intentionally changed. In the event an *Appendage* is damaged or broken it may be replaced with a like for like of the declared *Appendage*.

5.6.5 No *New Appendages* for a *Boat* other than those permitted in NOR 5.6.1 or 5.6.2 may be acquired by the *Participant*.

5.7 TESTING, TRAINING IN BOATS AND DESIGN INFORMATION

- (a) When a *Participant* has only entered an *Old Boat* in the *Race* or a *Participant* only builds or acquires a *New Boat*; there is no restriction on sailing days.
- (b) When a *Participant* owns or acquires an *Old Boat* and they do not enter that *Boat* in the *Race* they may only sail that *Boat* or any other *Boat* for a total of 110 days; from 1st January 2010 until 15th March 2011.
- (c) Each *Participant* shall supply the *OA* a proposed sailing calendar for the period between 1st January 2010 and 15th March 2011, this will be verified when the days have been sailed and cross checked with the *OA supplied* positioning equipment in NOR 5.7.7.
- (d) Any *Boat* a *Participant* sails after the 15th March 2011 shall compete in the Volvo Ocean Race 2011-12, except: for sponsor/publicity activities when a *Participant* requests in writing stating the activities and programme proposed and has received permission from the *OA* at least 14 days in advance of any planned sponsor/publicity activity in which the

Boat they do not wish to *Race* will participate.

- 5.7.1** Any *New Boat* a *Participant* builds, acquires or as a result of modifications in NOR 5.5 (b) shall compete in the Volvo Ocean Race 2011-12.
- 5.7.2** *Participants* shall not engage in two-boat testing involving 2 or more *Boats* before the *Assembly Date*. This includes two-boat testing in any boats that could be measured as a Volvo Open 70, or any boats between 15 and 30 metres hull length with a fixed, retractable or canting keel and/or off centreline water ballast.
- 5.7.3** The following will not be considered two-boat testing; when;
- (a) Participating in races which have been approved by the *OA*
 - (b) A *Participant* has received written permission at least 14 days in advance of any race, sponsor/publicity or other event in which more than one *Boat* or boats as described in *NOR 5.7.2* will participate
- 5.7.4** *Boats* shall be considered to be testing if they at any time they:
- (a) Exchange or compare performance data gained while they have been sailing with boats as described in *NOR 5.7.2*
 - (b) Are sailing in a similar direction within a range of 5 nautical miles of boats as described in *NOR 5.7.2*
- 5.7.5** All *Participants* including through the assistance of third parties, shall not share nor exchange Volvo Open 70 design or performance information. This restriction shall not apply to design and performance information which may be gleaned without assistance from other persons or entities in formal or informal competition as permitted in *NOR 5.7.3* or otherwise as permitted in the *NOR*. *NOR 5.7* does not prevent a supplier to two or more *Participants* or *Boats* disclosing improved construction methods or technology developed solely by the supplier, provided the designs, methods or technology developed by the *Participants* are not disclosed or exchanged.
- 5.7.6** When *Boats* are reported to be in breach of *NOR 5.7* the report will be sent to the *IJ* and may result in a protest.
- 5.7.7** Position monitoring equipment may be placed on board all *Boats* by the *OA*. Once installed it shall not be removed except by the *OA*.

6. CREW

6.1 CREW MEMBERS ON BOARD WHILE RACING

- 6.1.1** The *Person in Charge* or the *Reserve Person in Charge* shall be on board the *Boat* at all times.
- 6.1.2** The minimum number of *Crew Members* onboard shall be 7.
- 6.1.3** For all *Legs* and *In-Port races* a *Boat* shall have on board at least; 3 *Crew Members*, not including the *Media Crew Member*, who shall be born on or after 1st September 1980.
- 6.1.4** During a *Leg* or an *In-Port race*:
- (a) Open crew; when the *Crew Members* are not all female; the number of *Crew Members* male or female on board the *Boat* shall be a maximum of 11, including the *Media Crew Member*.

- (b) Female crew; when all the *Crew Members* are female; the number of *Crew Members* on board the *Boat* shall be a maximum of 14, including the *Media Crew Member*.

6.1.5 During an *In-Port* race:

- (a) All of the *Crew Members* except 1 shall have sailed the previous *Leg* or shall sail the next *Leg* of the *Race*.

6.1.6 During a *Pro-Am* race the number of *Crew Members* onboard shall be a minimum 5 and a maximum 7.

6.2 CREW REQUIREMENTS

6.2.1 At least 50% of the *Crew Members* who start each *Leg* of the *Race* shall have participated in the approved qualification race or passage or a *Leg* of a Volvo Ocean Race since 2004 or at the discretion of the *OA* other events in similar boats.

6.2.2 All *Crew Members* shall have undergone a medical and dental examination no more than 6 months before the start of the *Race*. Medical and Dental certificates, available from the *OA*, shall be completed and signed by the examining doctor and the examining dentist.

6.2.3 All *Crew Members* shall have a nationally recognised first aid certificate, acceptable to the *OA*, which shall have been issued after the 1st November 2010. The certification shall include cardio-pulmonary resuscitation. As a minimum level;
<http://www.rya.org.uk/coursestraining/courses/specialist/Pages/Firstaid.aspx>

6.2.4 In addition at least 2 *Crew Members* shall:

- (a) Be able to demonstrate that they are able to competently manage an air-way, apply simple strapping and plaster casts, undertake skin suturing, insert intravenous cannulae and give intravenous fluids, give both intra-muscular and intravenous injections, and apply a temporary dental filling. They shall provide documentation that they have been assessed in these skills by a recognized medical practitioner after 1st November 2010. Demonstration of these skills may also be requested by the *OA* any time from the Assembly Date. Questions relating to the medical requirements should be directed to: medical.team@volvoceanrace.org.
- (b) Hold a valid General Operator's Certificate GOC/GMDSS for the duration of the race. Similar to: <http://www.nwkcollege.ac.uk/nstc/courses/gmdss/GOC>

6.3 MEDIA CREW MEMBER

One *Crew Member* shall be designated as the *Media Crew Member*. They shall be fully trained in the use of all the on board media equipment during the *Assembly Period* and shall carry out media and environmental duties nominated by the *OA*. The *OA* may further define these duties in the *Leg SI's* or Addendums. The *Media Crew Member* shall not participate in the sailing of the *Boat*, in navigation nor in the maintenance or repair of the *Boat*. The *Media Crew Member* shall be approved by the *OA*.

6.3.1 The permitted duties of the *Media Crew Member* are;

- (a) Normal personal activities of living on board a *Boat*
- (b) Cooking, washing, sponging/bailing, moving their own equipment
- (c) Handling communications with external medical advice and with follow up reports to external caregivers
- (d) Actions that would be considered good manners e. g. passing sunglasses, wet weather gear, drinks etc

(e) Water-making and charging of batteries

6.3.2 As a non-exhaustive list of prohibited actions;

- (a) On deck: Helming, trimming, grinding, foredeck work, stacking sails or other equipment, retrieving, folding or handling sails
- (b) Below decks: stacking sails or other non media equipment, helping with or repairing sails, engine and electrical repairs, medical duties (except in extreme emergency)
- (c) General: substituting in the event that a *Crew Member* is incapacitated, navigation and position reporting

6.3.3 On a *Leg* the *Media Crew Member* shall, as a minimum, supply media output as directed by the OA.

6.3.4 During an *In-Port race* the *Media Crew Member* shall, as a minimum, supply media output as directed by the OA.

6.3.5 In the event the *Media Crew Member* is unable to perform his duties a *Crew Member* shall take over the duties until either the *Media Crew Member* is able to resume his duties or the *Boat* finishes. The substitute *Media Crew Member* is not required to carry out the environmental duties and is not restricted by NOR 6.3.2, however all circumstances surrounding the substitution shall be recorded in the relevant *Crew Member's* post *Race* declaration.

6.4 BRIEFINGS AND CREW TRAINING

6.4.1 All *Crew Members* shall:

- (a) Attend the 2 day safety course organised by OA at an advanced training facility after the *Assembly Date*, which shall include basic life support training
- (b) Be able to demonstrate at any time from the *Assembly Date* prior to the start of the *Race* until the finish of the *Race*, emergency drills including MOB recovery in different weather conditions, the operation of safety equipment and the operation of all communications equipment on board, including the making of distress calls
- (c) Together with senior team management, attend a full day of media training to be held in Alicante after the *Assembly date* and prior to the start of the *Race*

6.4.2 As a minimum 2 *Crew Members* referred to in NOR 6.2.4 shall attend a 2 day medical briefing to be held after the *Assembly Date* and before the start of the *Race*. They or their replacements may further be required to attend a refresher course to be conducted at a *Port* during the *Race*.

6.4.3 2 *Crew Members* from each *Boat* shall attend a one day Volvo Penta training day in Alicante between the *Assembly Date* and the start.

6.4.4 The *Person in Charge*, *Reserve Person in Charge* and navigators shall attend a half day briefing covering emergency procedures with members of the Maritime Rescue Coordination Centre: held in Alicante after the *Assembly Date* and prior to the start.

6.4.5 *Crew Members* who fail to attend scheduled briefings or training days during the *Assembly Period* or who join a *Boat* after these briefings or training days shall prior to racing be required to attend similar briefings at a time and a standard to be determined by the OA. The costs associated with attending the briefing or training shall be borne by the *Participant*. It is

also strongly recommended that planned substitute *Crew Members* attend the original briefings and training during the *Assembly Period*.

7. GUESTS ON BOARD

- 7.1** During a *Leg*, up to 3 guests nominated by the *Person in Charge* may be on board only after the *RC* has approved the guests and the timeframe of their stay onboard.
- 7.2** During a *Leg*, when guests are not below decks they shall remain aft of the mast.
- 7.3** During an *In-Port* race guests shall remain aft of the helm. However one guest may be stationed in, or in transit to or from, the companionway entrance provided the other guests remain aft of the helm. The *Person in Charge* may allow a guest to helm while on the last leg of that race.
- 7.4** One guest nominated by the *OA* may be onboard for a predetermined period of no more than 3 hours after the start of a *Leg*.
- 7.5** Unless otherwise instructed by the *OA*: two guests shall be on board during *In-Port* races. The *OA* shall nominate one of the two guests.
- 7.6** Unless otherwise instructed by the *OA*, a minimum of 6 guests shall be on board during the *Pro-Am* races. The *OA* shall nominate 3 guests.
- 7.7** Except during *Pro-Am* races guests shall not place any part of their body outside the sheer line of the *Boat* to improve stability or performance.
- 7.8** Except during *Pro-Am* races, guests shall not take part in the sailing of the *Boat*, nor act to improve its performance in any way except as allowed in *NOR* 7.3.

SECTION C – DOCUMENTS, DECLARATIONS AND CONTROLS**8. DOCUMENTS AND DECLARATIONS NEEDED TO RACE**

- 8.1** Within 30 days of becoming an official entry or 30 days after the *Commercial Participation Agreement* is issued; each *Participant* or its representative shall sign the *Commercial Participation Agreement* in the presence of the OA's CEO or his representative.
- 8.2** By the 10th September 2011 each *Participant* shall supply the OA with:
- (a) A *Person in Charge Agreement* signed in front of a member of the OA or their representative by the *Person in Charge*,
 - (b) A *Reserve Person in Charge Agreement* signed in front of a member of the OA or their representative by the *Reserve Person in Charge*,
 - (c) A confirmation list of the *Pre Race Sails*; signed in front of a member of the OA or their representative by the *Participant* or its representative and the *Person in Charge*.
 - (d) A completed *Boat Information Form*.
- 8.2.1** The original signed declarations of the Volvo Open 70 Rule v.3 Appendix B; to the *MG* witnessed by a member of the *MG*. When an original cannot be supplied; the *Participant* shall supply a copy of the original which shall be signed in front of a member of the *MG* or their representative by the *Participant* or its representative and the *Person in Charge*.
- 8.3** No later than 5 days before the start of the qualification race in NOR 4.2, each *Participant* shall supply the OA with or organise for;
- (a) A declaration signed by the *Participant* stating compliance with clause [xx.x] and [xx.x] (Insurance) of the *Commercial Participation Agreement*
 - (b) The *Crew Member Agreements* to be signed by each *Crew Member* including the *Media Crew Member*, in the presence of a member of the *RC* or their representative
 - (c) The completed Crew Medical Certificates, (NOR 6.2.2)
 - (d) The completed Crew Personal Details forms for each *Crew Member*
 - (e) A copy of first aid and medical competency certificates (NOR 6.2.3) and for at least 2 *Crew Members*, (NOR 6.4.2)
 - (f) The Satellite Antenna Safety Instruction documents signed by each *Crew Member*
 - (g) A signed copy of the NOR Appendix E. Anti Doping Rules Appendix 3 by each *Crew Member*
 - (h) Any amendments or additions to the forms, declarations or certificates already held by the OA
- 8.4** No later than 48 hours before the intended time to start a *Pro-Am race*, *In-Port race* or *Leg* each *Participant* shall supply the OA with;
- (a) The list of names of the *Crew Members* who are to sail in that *In-Port*, *Pro-Am Race* or *Leg*
 - (b) Any amendments or additions to the forms, declarations or certificates already held by the OA

- 8.4.1** An original declaration signed by the *Person in Charge* to the *MG* of the *Appendages* in accordance with NOR 5.6.3.
- 8.5** No later than 1800 hrs on the day before an *In-Port race* or a *Leg* start if there is a change to any declaration from the previous day, the *Person in Charge* or the *Reserve Person in Charge* shall supply the *OA* with;
- (a) An original signed declaration that the *Boat* has had a thorough inspection, necessary repairs have been carried out and that the *Boat* is adequately prepared to compete or to continue in the *Race* without any additional modifications. Documents with electronic copies of signatures are not acceptable
- (b) Any amendments or additions to the forms or certificates already held by the *OA*
- 8.5.1** To the *MG* a list of sails as to be carried on board the *Boat* for that *In-Port race* or *Leg*, (NOR 5.2.2 or 5.2.3).
- 8.6** Within 24 hours of the *Boat* finishing a *Leg* each *Person in Charge*, *Crew Member* and *Media Crew Member* that sailed on the *Leg* shall sign a declaration in the presence of a member of the *RC* or the *IJ*.
- 8.7** Non compliance with *NOR* 8 other than *NOR* 8.6 may result in a report to the *IJ*. Non compliance with *NOR* 8.6 will be reported to the *IJ*. Either non compliance may result in a protest..

9. MEASUREMENT AND INSPECTIONS

9.1 All *Boats* shall:

- (a) Be available in Alicante for measurement from the *Assembly Date*
- (b) Be available for inspection, scrutineering or re-measurement by the *MG* or the *RC* at any time from the *Assembly Date* until the final Prize Giving
- (c) Have sails measured at a time allocated by the *MG*
- (d) Be available for a pre start scrutineering no later than 0800 hours on the day of any start with items to be sealed while racing in place
- (e) *Boats* shall have a valid Volvo Open 70 v.3 certificate at the start of an *In-Port Race* or a *Leg*

9.2 COST OF MEASUREMENT

The *Participant* shall be liable for any measurement costs incurred before the *Assembly Date*. The *Participant* shall also be liable for any measurement costs as a result of replacements, additions, modifications, repairs during the *Race* not undertaken in the *Port* or as the result of a protest.

9.3 REPAIRS, REPLACEMENTS AND MODIFICATIONS

- 9.3.1** The *OA* supplied equipment may be replaced replenished or repaired at any time with the approval of or under instruction of the *OA* or the *RC*. This changes *RRS* 41 and 47.1.
- 9.3.2** Following the first measurement carried out by any member(s) of the *MG*: the replacement, alteration or repair of any component, including like-for-like replacement or repair which may affect the Measurement Certificate shall be reported to the *MG* in writing by the *Participant* or their authorised representative. The *MG* shall then determine whether such replacement, alteration or repair requires further measurement by the *MG* to ensure compliance with the

Volvo Open 70 Rule v.3. When the *Participant* is uncertain as to the need to lodge a report: it is the obligation of the *Participant* to consult with and be bound by the decision of the *MG*.

9.3.3 From the time of a *Boat* being issued its first Volvo Open 70 v.3 Certificate for the *Race* until the expiry of the protest time limit for the final *Leg*:

- (a) Hull shapes shall not be intentionally modified
- (b) *Appendages* shall only be replaced with a like for like change

9.3.4 Copies of all change, modification and repair requests shall be posted on the official notice board. <http://NoticeBoard.VolvoOceanRace.org>

9.4 PROCEDURES FOR A BOAT WITHOUT A VALID CERTIFICATE TO RACE

9.4.1 When a *Boat* does not have a valid Volvo Open 70 v.3 certificate—as required by *NOR* 9.1 (e), the *OA* may apply to the *IJ* for permission to allow her to *Race*. The application shall include a report from the *MG* that describes;

- (a) Details of the *Boat's* non-compliance
- (b) Details of the *Boat's* compliance
- (c) Details of the endeavours employed by the *Boat* to become compliant

When requested, a proposal for a compensating arrangement to ensure there is no advantage by the non-compliance.

9.4.2 A *Boat* that races without a valid Volvo Open 70 v.3 certificate shall be penalised, unless it is through no fault of her own that she is unable to provide a certificate.

9.4.3 The Jury may adjust the compensating arrangement or impose any other conditions it considers appropriate. If satisfied that the *Boat* has used all reasonable endeavours to become compliant and that no advantage can be gained, taking into account the compensating measures, it shall permit her to sail for one or more *Legs* or *In-Port races*.

9.5 REPLACEMENT BOATS

When a *Boat* has sustained damage that would preclude it from further participation in the *Race*, the *RC* may authorise the use of a fully measured and certified Volvo Open 70 v.3 as a replacement.

9.6 SEALING ARRANGEMENTS

9.6.1 Prior to an *In-Port Race* or *Leg* start, items not to be moved while racing shall be sealed, such as;

- (a) Life rafts, anchors, chain and warp
- (b) Retractable or “kick-up” rudders, and emergency rudder
- (c) Emergency water, spare hydraulic oil
- (d) Storm trysail
- (e) Spare appendages
- (f) 2 large medical cases

- (g) Propeller shaft
- (h) Sewing machine

Other items as may be decided by the RC.

9.6.2 Prior to an *In-Port race* or *Leg* start, items not to be opened while racing shall be sealed, such as;

- (a) Emergency Equipment Locker
- (b) Battery box(es)
- (c) Grab bags
- (d) Emergency fuel tank

Other items as may be decided by the RC.

9.6.3 When cable-tie like sealing straps are used to fix items not to be moved or opened to permanent fixtures in the *Boat*. The minimum diameter of holes through which the sealing straps can be passed shall be 6 mm. The maximum distance to a fixing point shall be 500 mm.

9.6.4 When a seal is broken it shall be replaced as soon as possible with one of the spare seal carried on-board; the circumstances shall be reported to the duty officer immediately along with a continuous video showing the replacement seal with the number visible to the GPS or other time and position reporting device, the circumstances shall also be recorded in the *Boat's* log.

10. EQUIPMENT SUPPLIED BY THE OA

10.1 The design and specification for the aerial frame shall be supplied by the OA as detailed in the Volvo Open 70 v.3 rule 4.10.

10.2 Other equipment to be supplied by the OA shall be detailed in *NOR* Appendix B.

10.3 The OA reserves the right to alter, substitute or withdraw any equipment, products, materials, services or facilities, and undertakes to use its reasonable endeavours in this event to supply an equivalent replacement within a reasonable period. Where this is not possible a placebo unit may be fitted

10.4 The failure of any equipment supplied by the OA shall not be grounds for redress. This changes *RRS* 62.1(a).

SECTION D – PENALTIES**11. RRS: PART 4 AND NOR**

- 11.1** *RRS 44.1* is amended in that the penalty for causing injury, serious damage or gaining significant advantage by a breach shall be determined by the *IJ*.
- 11.2** *RRS 44.2* is amended by adding: When on a *Leg*; the taking of the One-Turns Penalty or Two Turns Penalty shall be notified to the duty office and all other *Boats* and a continuous video of the taking of the penalty; starting with a shot of the time and position of the boat when commencing the Turn(es), the Turn(es) and finishing with a shot of the time and position of the *Boat* the entire video clip shall then be transmitted to the duty office.
- 11.3** *RRS 44.3* is deleted and replaced with; After 3 hours from the start signal of a *Leg* a *Boat* may take a scoring penalty by informing the *RC* through the duty officer as soon as reasonably possible after becoming aware of the incident.
- 11.4** Infringements of the *NOR* not covered elsewhere will be reported to the *IJ* and may result in a hearing.

12. INTERNATIONAL JURY

- (a) Prior to the *Race* an International Jury will be appointed when required in accordance with *RRS* Appendix N. *RRS* Appendix N 2.2 is amended in the (a) and (b) are deleted and replaced with (a) measurement protests
- (b) An International Jury for the *Race* will be appointed in accordance with *RRS* Appendix N. *RRS* Appendix N 2.2 is amended in the (a) and (b) are deleted and replaced with (a) measurement protests

13. LANGUAGE, TIMES, AMENDMENTS, INTERPRETATIONS AND NOTICES

- 13.1** The official language for all Race matters shall be English. In the event of conflict with any translation, the English version shall prevail. The meaning of any word not defined in any of the *rules* shall be by referenced to the Oxford English Dictionary (2009) – CD Rom Version 4.0 (Oxford University Press 2009).
- 13.2** Unless otherwise stated, all times in the *NOR* and *SI*'s are local.
- 13.3** The *OA* and the *RC* may answer questions, make amendments and issue interpretations to the *NOR* & *SI*'s and the *VIG* may make amendments and issue interpretations to the Volvo Open 70 Rule v.3. These questions and answers amendments and interpretations shall be posted on the electronic notice board at <http://NoticeBoard.VolvoOceanRace.org>
- 13.4** Notices to competitors shall be posted on the official notice board located at: <http://NoticeBoard.VolvoOceanRace.org>.

14. SAILING INSTRUCTIONS

Sailing Instructions shall be published in several parts. The 'Leg Sailing Instructions' shall be available at least 6 months before the start of *Leg 1*. The *Leg* specific addendums shall be published at least 2 Months before the start of each *Leg*. The 'In-Port race Sailing Instructions' shall be published at least 6 months before the start of the first *In-Port race*.

15. INFORMATION AND INTERPRETATIONS

The *OA* and the *RC* may answer questions, make amendments and issue interpretations to the *NOR* & *SI*'s and the *VIG* may make amendments and issue interpretations to the Volvo Open 70 Rule v.3. An answer or an interpretation may not change a *Rule*. These questions

and answers amendments and interpretations shall be posted on the official notice board at <http://NoticeBoard.VolvoOceanRace.org>

16. COMMUNICATIONS WHILE RACING (AMENDS RRS 41)

- 16.1** Except for *NOR* 17, data communication is only permitted via the satellite communications terminals provided by the *OA* (see Appendix B). Data Communication through the Large and Small Voice and Data Antennae or Sat C is only permitted via race headquarters (see Volvo Open 70 Rule v 3 rule 4.10 and *NOR* Appendix B).
- 16.2** Internet access is not permitted.
- 16.3** Encryption is not permitted. This does not include normal signal encryption used by communication equipment provided or required by the *OA*.
- 16.4** Meteorological information may only be obtained from the *OA* and publicly broadcast radio or publicly broadcast satellite transmissions. Meteorological information from the *OA* will be provided mainly as data in GRIB format and distributed twice daily via satellite. Additional information may be supplied such as surface analysis charts, satellite images and/or QuikSCAT images. Failure of the *OA* to send, or of *Boats* to receive, meteorological information shall not be grounds for redress. This amends *RRS* 62.1(a).
- 16.5** Unless specifically permitted in *NOR* 16.4 the receiving of e-mails from FTP-to email, Internet-to-email, WWW-to-email or email subscription services (paid or unpaid) is not allowed.

17. MEDIA REQUIREMENTS

- 17.1** While racing, *Boats* shall be required to transmit media material ashore. The requirements for each *Leg* shall be specified in the *Leg SI's*.
- 17.2** Any effect of fulfilling these requirements shall not be grounds for redress. This changes *RRS* 62.1(a).
- 17.3** The *OA* may require media representatives to go on board after the finish of a *Leg*, an *In-Port* or a *Pro-Am Race*.

SECTION E – ASSEMBLY, QUALIFICATION, COURSES AND STOPS**18. COURSE**

- 18.1** The *Race* will start from Alicante in Spain during the 4th Quarter 2011. (date to be announced in March 2010).
- 18.2** The course will start in Alicante and be eastbound with a number of *Legs* and will leave Cape of Good Hope and Cape Horn to port.
- 18.3** There will be *In-Port & Pro-Am races* in all of the stopovers.
- 18.4** A detailed description of the course will be issued as *NOR Appendix C* at the end of March 2010.

19. ASSEMBLY

- 19.1** In Alicante, *Boats* shall be in the *Assembly Area* 60 days prior to the start of the first *In-Port Race Pre Race* start berthing and base positions will be determined by the *OA*. Permission to leave the *Assembly Area* shall be at the discretion of the *RC*.
- 19.2** In all other *Ports*, except as required in *NOR 19.5* *Boats* shall be berthed in the *Assembly Area* from midday on the Saturday before the start of each *Leg* until the *RC* has given written permission to leave. The *RC* reserves the right to alter this assembly day.
- 19.3** *Boats* may be absent from an *Assembly Area* during assembly periods with the prior written approval of the *RC*. Approval will be given on the basis that at least 50% of *Boats* remain in the *Assembly Area*.
- 19.4** On the day of *In Port* or *Pro-Am Races* *Boats* must return directly to the *Assembly Area* after finishing or retiring from that race unless prior permission to do otherwise is obtained from the *RC*.
- 19.5** After finishing or retiring from a *Leg*, *Boats* shall proceed directly to the *Assembly Area* unless prior permission to do otherwise is obtained from the *RC*.
- 19.6** Further to *NOR 19.5* above, when a *Leg* finishes at a *Non-Haulout Stop*, *Boats* finishing or retiring shall proceed directly to the *Assembly Area* unless prior permission to do otherwise is obtained from the *RC*.
- 19.7** The *SI's* may contain further requirements for *Boats* when departing on race days or docking after finishing.
- 19.8** Infringements of *NOR 19* will be reported to the *IJ* and may result in a hearing.

20. STOPS

Ports shall be designated as either a *Non-Haulout Stop* or a *Stop over*.

21. NON-HAULOUT STOPS

- 21.1** When a *Leg* finishes at a *Non-Haul-out Stop*, *Boats* shall not use any machinery, systems, devices or other methods of removing the *Boat* from the water or the water from around the *Boat* and shall not use a crane or other method to remove or step the rig or any other item.
- 21.2** Repairs, replacements or modifications shall only be carried out by a *Crew Member* that will sail on the next *Leg* and only using equipment and spares carried onboard in the previous *Leg*.

- 21.3** Within 1 hour of docking *Crew Members* that have sailed the last *Leg* and are not sailing the next *Leg* shall have left the *Boat*, only *Crew Members* sailing next *Leg* may board the *Boat*, no other persons, provisions, spares or other equipment shall be taken onboard.
- 21.4** *Crew Members* sailing the next *Leg* are not required to stay on the *Boat* and may go ashore to do laundry, for meals and to stay in other accommodation.
- 21.5** *Participants* wishing to conduct visits over the *Boat* or conduct corporate sailing shall get prior written permission from the *RC*. Both the visits and the sailing must be conducted by *Crew Members* eligible to sail the next *Leg*.
- 21.6** Garbage may be removed from the *Boat*.
- 21.7** When a *Leg* finishes at a *Non-Haulout Stop* the *Leg SI's* will contain a more expansive list of permitted and prohibited actions.
- 21.8** An infringement of *NOR 21* will be reported to the *IJ* and may result in a protest.

SECTION F – SCORING AND PRIZES**22. SCORING**

- 22.1** *RRS Appendix A1 is deleted and replaced with: The Race shall comprise of all Legs, In-Port Races and scoring way-points.*

23. RACE POINTS

RRS Appendix A 4.1 is deleted and replaced with:

- 23.1** *Each Boat starting and finishing and not thereafter retiring, being penalised or given redress shall be scored points as follows:*

Points equal to the number of entries at the start of the Race less the number of Boats placed above her on that Leg, scoring waypoint or that In-Port Race day multiplied by the following factors:

- (a) For an In-Port Race day; multiplied by 1*
 - (b) For each Leg; multiplied by 5*
 - (c) For each scoring waypoint; multiplied by 2*
- 23.1.1** *Points scored during a Leg under NOR 23.1 (c) prior to retirement or did not finish (DNF), but not points for retired after finishing (RAF) as a result of being protested, shall be counted.*
- 23.2** *When only one In-Port Race is held at a Port then a Boat's place shall be her place for that In-Port Race day.*
- 23.3** *When two In-Port Races are completed on the one day then a Boat's place shall be determined as follows;*
- (a) A point for each of entries at the start of the Race less the number of Boat's placed above her in each In Port Race*
 - (b) These points shall then be added together and ranked to give their In-Port race day place and scored according to the ranking.*
 - (c) Any ties shall be resolved in favour of the highest placed Boat between the tied Boat's in the last race of the day, this method shall be re-applied if a tie remains and so on; this amends RRS Appendix A 8: by removing A 8.1*
- 23.4** *Race points scored may be amended, when appropriate, by penalties or redress awarded by the IJ.*
- 23.5** *The overall Race winner shall be the Boat with the most points. The other Boat's shall be ranked accordingly.*

24. TIES

- 24.1** *In a Leg, when there is a tie on Leg points as the result of a points adjustment the Leg placing shall be decided by the finishing order of the tied Boat's. This amends RRS Appendix A 8.1*

- 24.2** *RRS Appendix A 8 is deleted and replaced with: When there is a tie on total Race points between two or more Boat's, the tie shall be broken in favour of the Boat with the most first places on Legs and, if the tie remains, the most second places, and so on. If after completing the procedure described above a tie still exists, the tie shall be broken in favour of the Boat*

that has the highest place on the last *Leg*. Any ties still remaining shall be broken in favour of the *Boat* that has the highest place on the next-to-last *Leg* and so on until all ties are broken.

25. PRIZES AND TROPHIES

- 25.1** For each *Leg*, prizes or trophies shall be awarded to the *Boat*'s placed first, second and third.
- 25.2** For each *In-Port race* day a prize or trophy shall be awarded to the *Boat*'s placed first, second and third.
- 25.3** For each *Pro-Am* race a prize or trophy shall be awarded to the *Boat* placed first.
- 25.4** *Boats* awarded first place in a *Leg* or *In-Port race* day, and the *Boat* leading overall, shall be presented with a flag or other indication of their achievement. These flags shall be flown in a prominent position while the mast is stepped.
- 25.5** Overall *Race* trophies shall be awarded to the 3 *Boats* with the most points.
- 25.6** Perpetual prizes or trophies shall also be given for:
- (a) The *Boat* with, at the finish of a *Leg*; the longest Great Circle distance achieved in 24 hours
 - (b) For a *Boat* that sets (ratified) a new 24 hour distance record
 - (c) The *Boat* having the shortest elapsed time measured, by crossing for the first time the Longitude of the Cape of Good Hope (18 28 20E), Cape Horn (67 16 20W) and other points on the appropriate *Legs* to be announced shall be awarded the Roaring Forties Trophy
- 25.7** A prize may be given for:
- (a) An outstanding act of Seamanship and or Sportsmanship on each *Leg*
 - (b) A Communication Prize may be awarded for each *Leg* and overall
 - (c) Overall *In-Port Race* trophy for the *Boat* with the most points at the end of the *In-Port Race* series
- 28.10** The Hans Horrevoets Rookie Trophy shall be awarded to the most outstanding novice in the *Race*. An explanation of the rules can be found on the official notice board: <http://NoticeBoard.VolvoOceanRace.org>.

Other trophies may be awarded at the discretion of the OA.

26. PRIZE GIVINGS

A prize giving shall be held at each *Port*, normally on the Friday prior to the subsequent *Leg*, to award prizes for the previous *Leg*, and immediately after the last *In-Port Race* for the day to award prizes for that *In-Port Race* day. The final Prize Giving shall be held shortly after the completion of the *Race*. All *Crew Members* shall attend all prize giving's unless prior approval for non attendance is given by the OA.

SECTION G – LIABILITY AND RESPONSIBILITY**27. LIABILITY and RESPONSIBILITY**

- (a) The OA's responsibilities in relation to *Participants*, *Crew Members*, *Participant* representatives and *Persons in Charge* are set out in the *Rules* as may be amended from time to time. The OA shall have no liability to any other individual involved in the *Race* or to any other individual involved in any manner in the *Race* for negligence and shall not be responsible for any loss, damage, or injury of whatsoever kind, howsoever arising, (other than for death or personal injury caused by the negligence of the OA, misrepresentation, breach of duty or otherwise to the maximum extent permitted by Law.
- (b) The OA shall not be liable to any other party for any loss of profits, loss of revenue, or any incidental, indirect, consequential or special damages of any kind or nature arising under or relating to the *NOR*, whether such liability is asserted on the basis of contract, tort (including negligence or strict liability) or otherwise, save where the same is caused by the other party's wilful misconduct, or that of its employees, sub-contractors or agents.
- (c) Insofar as any of the other exclusions of liability set out in this notice of race fail to exclude any liability the OA may have for injury, loss or damage suffered by any third party in respect of any activities undertaken by, or for the benefit of, any one *Participant*, such *Participant* shall indemnify the OA in respect of such liability and all costs and expenses attributable to such claim. *Participants* shall generally indemnify the OA for any loss or damage sustained by the OA as a result of *Participants'* breach of the race rules including without limitation those required by Part 3 of this *NOR*.
- (d) *Participants* and any others involved with the *Race* shall be deemed to have notice of these exclusions and indemnities and shall not make any claims or bring any proceedings of any nature in relation to or arising out of the *Race* against anyone involved in the organisation or management of the *Race* other than the OA and against the OA only in accordance with the race rules. Without prejudice to the generality of the foregoing the benefit of all exclusions and indemnities in the race rules shall apply not only to the OA but also to the individual members of the OA and RC and anyone else involved in the organisation or management of the *Race* from time to time and the term OA or Volvo Event Management UK Ltd or its successor (as the case may be) in the race rules shall be construed accordingly.
- (e) Acceptance of these exclusions of liability and provision of these indemnities shall be a condition of entering or participating in the *Race* and shall be effective as against *Participants* and any others involved with the *Race*. It is the responsibility of *Participants* entering the *Race* to ensure that the above provisions are brought to the attention of anyone involved with the *Participant* in connection with the *Race* including but not limited to team members and any others involved with the *Race*.
- (f) Force Majeure. The OA shall not be liable to any *Participant* and any others involved with the *Race* who have notice of the provisions of this *NOR* for any actual or construed, loss or damage, costs, expenses or other claims for compensation arising as a direct or indirect result of any cause beyond the reasonable control of the OA including (without limitation) any act of God, war, military operations, terrorism, riot, accident, breakdown of plant or machinery, failure or shortage of power supplies, abnormally inclement weather, fire, flood, hurricane, drought, explosion, lightning, strike, lock out, trade dispute or labour disturbance, the act or omission of, or refusal of any licence or permit by any Government, national or international sailing authority, highway authority, public telecommunications operator or administrative or other competent national or international authority, or difficulty, delay or failure in provision, manufacture, production or supply by third parties of any information, goods or services.

28. CODE OF CONDUCT

- (a) Competitors shall comply with any reasonable request from any official, including attendance at official functions, co-operation with event sponsors and shall not behave so as to bring the event into disrepute.
- (b) Gross breach of this *NOR* may be referred to the *IJ* by the *OA* and may include exclusion from further participation in the event.

APPENDIX A – ADVERTISING REGULATIONS

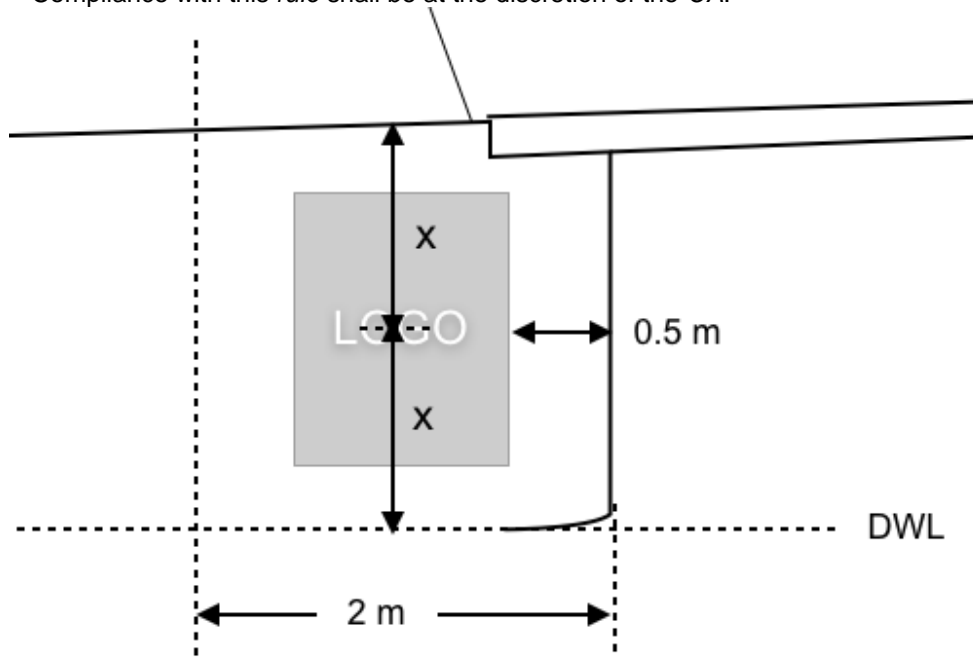
1. The OA shall require *Boats* to display logos on the topsides, on both sides of the hull, aft of the bow. No other logo shall be used for this purpose than the OA supplied bow logos in its original shape, size, colour, material and form.

These logos are; height 1.40 m x width 1.10 m and shall be centred on the vertical centreline between the waterline and the deck level, using the outer measurement of the logo.

The front edge of the logo shall be approximately 0.50 m from the bow.

The first 2.0 m of the topsides of both sides of the hull shall be a single uninterrupted colour. No other logo shall be placed within 1.0 m of the OA supplied bow logos.

Compliance with this *rule* shall be at the discretion of the OA.



2. The whole of the main boom shall be for the sole use of advertising as prescribed by the OA.
3. Provision shall be made for an OA prescribed advertising logo in a contrasting colour, width 300 mm x height 100 mm, to be displayed in the navigation station in such a way that it is visible to the camera installed in that area.
4. Provision shall be made for an ISAF logo in a contrasting colour of; height 280 mm x width 160 mm to be displayed on the transom.
5. The OA designed aerial frame will have a flat area facing aft for the sole use of the OA; no equipment will be placed or positioned to obscure the area.
6. Unless expressly authorised in advance, or unless required or prescribed by the OA, *Participants* shall ensure that no trademark, name, logo or other symbol or device is displayed on any external or visible surface or part of any equipment supplied or to be supplied by the OA and shall further ensure that no right to display such words or symbols has or shall be granted by the *Participant* to any third party, in each case effective from the date of delivery of the equipment to the *Participant* until the expiry of the protest time limit for

- the final *Leg. Participants* shall ensure that all such trademarks, names, logos or other symbols or devices so authorised, required or prescribed by the *OA* shall be displayed prominently and visibly at all times during such period on such equipment and shall not be obscured other than as may be required by the Race Rules. (including, without limitation ISAF Regulation 20.4.1.3.)
7. The Volvo Ocean Race Trade Marks shall appear on both of the upper outer sleeves of all *Crew Members'* foul weather and mid-layer clothing. The area to be left clear for the placement of the logo shall be no less than; height 185 mm x width 150 mm. The colour and location of the logos shall be approved by the *OA*.
 8. The class insignia (described in Volvo Open 70 Rule v.3 Appendix A) shall be placed as close to the top of the mainsail as reasonably possible leaving a gap no less than 0.30 m between the insignia and the top of the mainsail. The class insignia may be placed at the same height on both sides of the mainsail. The background area of the insignia shall be such that the reverse insignia can not be seen through the sail.



Diagram 1: Positive variant on a light background



Diagram 2: Negative Variant on dark background

APPENDIX B - OA SUPPLIED EQUIPMENT

1. May be available to *Participants* from XXXX 2011 with the payment of that part of the race equipment and services fee sufficient to cover the cost of the equipment at which time the equipment shall become the property of the *Participant*,
2. Shall be fitted by the *Participant* to the requirements set out in the associated equipment installation instructions. Commissioning shall be arranged in conjunction with the OA,
3. Shall be maintained according to any associated instructions and only used for its intended purpose. Equipment shall not be modified in any way without prior written permission from the OA,
4. Shall be on board while racing.
5. Shall be fully accessible for inspection by the OA at any time. Any failure of the equipment that is covered under manufacturers warranty or pre-agreed maintenance contract shall be repaired at OA expense.
6. Any repairs arising from damage not covered by the manufacturers warranty or agreed maintenance contract shall be undertaken, at the *Boat's* expense, by OA appointed personnel. Details of maintenance contracts can be obtained from the OA.
7. Where possible and at the discretion of the OA, medical supplies shall be replenished between *Legs*. Each *Boat* shall, approximately 48 hours before finishing or as soon as possible after retiring from a *Leg*, supply a list of medical equipment requirements to the OA medical coordinator. Medical supplies consumed before the start of the *Race* shall be replenished by the OA at the *Participants* expense.

This appendix will be completed when final specifications have been agreed with suppliers. As an indication of the equipment the OA intend to include refer to NOR 2008-09 Appendix A1.

APPENDIX C - COURSE DETAILS

The Course will be announced in March 2010, to coincide with the announcement the *OA* will issue *NOR* Appendix C.

APPENDIX D – DISPUTE RESOLUTION AND RESPONSIBILITIES**1. THE OA'S CEO OR A PERSON APPOINTED BY THE CEO**

- (a) Initial disputes relating to the *CPA*

2. INTERNATIONAL JURY (IJ)

- (a) All Racing Rules of Sailing RRS protests and requests for redress
- (b) All measurement protests
- (c) Applying penalties for Anti Doping Violations
- (d) Any matter referred to them by the Cost Review Panel or the Arbitration Panel

When a matter or dispute is not allocated to a body by *NOR* Appendix D or when there is doubt as to which body has authority it shall be decided by the *IJ*.

3. UMPIRES

- (a) All matters under *SI* Appendix Q
- (b) Issuing of event calls

4. ARBITRATION PANEL (AP)

The Arbitration Panel shall write its own rules of procedure and may act as a single arbitrator or as a panel of 3, the other 2 members shall be appointed by the chairman of the Arbitration Panel. Any decision by the Arbitration Panel will be final under RRS 3.

- (a) Decide matters between the *VIG* and a *Participant* over jurisdiction
- (b) Decide matters between the CEO and a *Participant* relating the *CPA*
- (c) Decide matters referred by the *IJ*

5. COURT OF ARBITRATION IN SPORT (CAS)

- (a) Any appeal under the Anti Doping Rules: *NOR* Appendix E 7.2.11

APPENDIX E – ANTI-DOPING REGULATIONS**CONTENTS**

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PREAMBLE

In the context of the Volvo Ocean Race 2011-2012 (the *Race*), as one of the premier sporting *Races* in the world, it is of paramount importance that emphasis be placed on the fight against doping in sport and in this respect to recognize the importance of the World Anti-Doping Code (the Code) which was accepted by the International Sailing Federation (ISAF) and incorporated under its own regulations.

These Anti-Doping *Rules* (the *Rules*) have been established as part of the Notice of Race to be applied specifically in connection with the *Race* based on the ISAF Anti-Doping *Rules*.

The *Rules* are complemented by other documents in particular, *International Standards* issued by WADA which complement the Code and are referred to throughout the *Rules*. Such documents shall be deemed as forming an integral part of the *Rules*.

In the implementation of the *Rules*, a close co-operation has been established with the ISAF and WADA which are providing support, assistance and services through their existing bodies.

Compliance with the *Rules* forms an essential condition of each *Participant's* participation in any part of the *Race* and *Participants* shall co-operate and shall procure that all their staff, in particular their *Crew Members*, will co-operate in and submit to the conduct of the anti-doping procedures including in- and *out-of-Competition testing*, as may be applicable.

The meanings of the capitalized terms contained in these *Rules* are defined in Appendix 1 hereto.

ARTICLE 1 DEFINITION OF DOPING / INDIVIDUALS TO BE TESTED

1.1 Doping is defined as the occurrence of one or more of the Rule violations set forth in Article 2.1 through Article 2.8 of these *Rules*.

1.2 Each *Participant's Crew Member* is subject to Anti-Doping *testing* and sanctions under these *Rules*. To define the *Registered Testing Pool*, it is specified each *Participant* will be required, and shall be obliged to provide the *Race Director* with a list of all its *Crew Members* who are potentially going to compete in the *Race* at specific time(s) chosen by the *Race Director* during the *Period of the Race*. This list shall be provided to ISAF. In addition, all *Participants* shall procure, as a condition precedent to such *Participant's Crew Members* taking part in any *Race*, that each *Participant's Crew Member* shall have read, understood, and signed personally for acceptance a copy of Appendix 3 to these *Rules*. The original copy shall be kept in a file by the *Participants* and a copy shall be delivered to the *Race Director*. In the event of change, each *Participant* shall notify the *Race Director* of any change as soon as practicable and deliver copies of the corresponding acceptance forms of new *Participant's Crew Members*.

1.3 Anti-Doping *Testing* may be conducted at any time during the *Period of the Race*.

ARTICLE 2 ANTI-DOPING RULE VIOLATIONS

Participant's Crew Members and other *Persons* shall be responsible for knowing what constitutes an anti-doping rule violation and the substances and methods which have been included on the *Prohibited List*

The following constitute Rule violations:

2.1 The presence of a *Prohibited Substance* or its *Metabolites* or *Markers* in a *Participant's Crew Members* bodily Specimen.

2.1.1 It is each *Participant's Crew Members* personal duty to ensure that no *Prohibited Substance* enters his or her body. *Participant's Crew Members* are responsible for any *Prohibited Substance* or its *Metabolites* or *Markers* found to be present in their urine samples accordingly, it is not necessary that intent, fault, negligence or knowing Use on the *Participant's Crew Members* part be demonstrated in order to establish an anti-doping violation under Article 2.1.

2.1.2 Sufficient proof of an anti-doping rule violation under Article 2.1 is established by either of the following: presence of a *Prohibited Substance* or its *Metabolites* or *Markers* in the *Participant's Crew Member A Sample* where the *Participant's Crew Member* waives analysis of the *B Sample* and the *B Sample* is not analyzed; or, where the *Participant's Crew Member B Sample* is analyzed and the analysis of the *Participant's Crew Member B Sample* confirms the presence of the *Prohibited Substance* or its *Metabolites* or *Markers* found in the *Participant's Crew Member A Sample*.

2.1.3 Excepting those substances for which a quantitative reporting threshold is specifically identified in the *Prohibited List*, the presence of any quantity of a *Prohibited Substance* or its *Metabolites* or *Markers* in a *Participant's Crew Members Sample* shall constitute a Rule violation.

2.1.4 As an exception to the general rule of Article 2.1, the *Prohibited List* or *International Standards* may establish special criteria for the evaluation of *Prohibited Substances* that can also be produced endogenously.

2.2 **Use or Attempted Use by a *Participant's Crew Member* of a *Prohibited Substance* or a *Prohibited Method***

It is each *Participant's Crew Member* personal duty to ensure that no *Prohibited Substance* enters his or her body. Accordingly, it is not necessary that intent, fault, negligence or knowing Use on the *Participant's Crew Member* part be demonstrated in order to establish an anti-doping rule violation for Use of a *Prohibited Substance* or a *Prohibited Method*.

2.2.1 The success or failure of the Use of a *Prohibited Substance* or *Prohibited Method* is not material. It is sufficient that the *Prohibited Substance* or *Prohibited Method* was used or *attempted* to be used for a Rule violation to be committed.

2.3 **Refusing or failing without compelling justification to submit to *Sample* collection after notification as authorized in these *Rules* or otherwise evading *Sample* collection.**

2.4 **Violation of the requirements regarding *Participant's Crew Member* availability for *Testing* set out in the *International Standard* for Testing including failure to file whereabouts information in accordance with Article 11.3 of the *International Standard* for Testing (a "Filing Failure") and failure to be available for *Testing* at the declared whereabouts in accordance with Article 11.4 of the *International Standard* for Testing (a "Missed Test"). Any combination of three Missed Tests and/or Filing Failures committed within an eighteen-month period, as declared by ISAF or any other *Anti-Doping Organization* with jurisdiction over the *Participant's Crew Member*, shall constitute an anti-doping rule violation. Missed Tests and Filing Failures can be combined between organisations.**

2.5 ***Tampering, or attempted tampering, with any part of *Doping Control*.***

2.6 Possession of Prohibited Substances and Methods

2.6.1 *Possession by a Participant's Crew Member In-Competition of any Prohibited Method or any Prohibited substance, or possession by a Participant's Crew Member Out-Of-Competition of any Prohibited Method or any Prohibited Substance which is prohibited in Out-of-Competition Testing unless the Participant's Crew Member establishes that the Possession is pursuant to a Therapeutic Use exemption (TUE) granted in accordance with Article 4.3 (Therapeutic Use) or other acceptable justification.*

2.6.2 *Possession by Participant's Crew Member support personnel in Competition of any prohibited method, or any Prohibited Substance, or Possession by Participant's Crew Member Support Personnel Out-of-Competition of any Prohibited Method or any Prohibited Substance which is prohibited Out-of-Competition in connection with a Participant's Crew Member, competition or training, unless the Participant's Crew Member Support Personnel establishes that the Possession is pursuant to a TUE granted to a Participant's Crew Member in accordance with Article 4.3 (Therapeutic Use) or other acceptable justification.*

2.7 Trafficking or Attempted Trafficking in any Prohibited Substance or Prohibited Method.

2.8 **Administration or Attempted administration to any Participant's Crew Member In-Competition of any Prohibited Method or Prohibited Substance, or administration or Attempted administration to any Participant's Crew Member Out-of-Competition, or assisting, encouraging, aiding, abetting, covering up or any other type of complicity involving a Rule violation or any Attempted anti-doping rule violation.**

ARTICLE 3 PROOF OF DOPING

3.1 Burdens and Standards of Proof

The hearing body shall have the burden of establishing that a Rule violation has occurred. The standard of proof shall be whether a Rule violation has been established to the comfortable satisfaction of the hearing panel bearing in mind the seriousness of the allegation which is made. This standard of proof in all cases is greater than a mere balance of probability but less than proof beyond a reasonable doubt. Where these *Rules* place the burden of proof upon the *Participant's*

Crew Member or other *Person* alleged to have committed a Rule violation to rebut a presumption or establish specified facts or circumstances, the standard of proof shall be by a balance of probability except as provided in ISAF Regulation 21.10.3 (Elimination or Reduction of the Period of *Ineligibility* for *Specified Substances* under Specific Circumstances) and ISAF Regulation 21.10.5 (Aggravating Circumstances Which May Increase the Period of *Ineligibility*) where the *Participant's Crew Member* must satisfy a higher burden of proof.

3.2 Methods of Establishing Facts and Presumptions

Facts related to Rule violations may be established by any reliable means, including admissions. The following rules of proof shall be applicable in doping cases:

3.2.1 *WADA-accredited laboratories are presumed to have conducted Sample analysis and custodial procedures in accordance with the International Standard for Laboratories. The Participant's Crew Member or other Person may rebut this presumption by establishing that a departure from the International Standard occurred which could reasonably have caused the Adverse Analytical Finding.*

If the *Participant's Crew Member* or *other Person* rebuts the preceding presumption by showing that a departure from the *International Standard* occurred which could reasonably have caused the *Adverse Analytical Finding*, then the *Jury* shall have the burden to establish that such departure caused the *Adverse Analytical Finding*.

- 3.2.2** Departures from any other *International Standard* or other anti-doping rule or policy which did not cause an *Adverse Analytical Finding* or other anti-doping Rule violation shall not invalidate such results. If the *Participant's Crew Member* or other *Person* establishes that a departure from another *International Standard* or other anti-doping rule or policy which could reasonably have caused the *Adverse Analytical Finding* or other anti-doping rule violation occurred, then the hearing body shall have the burden to establish that such a departure did not cause or affect the *Adverse Analytical Finding* or the factual basis for the Rule violation.
- 3.2.3 The facts established by a decision of a court or professional disciplinary tribunal of competent jurisdiction (this would not include any findings or facts established by the *Jury* under article 7) which is not the subject of a pending appeal shall be irrebuttable evidence against the *Participant's Crew Member* or other *Person* to whom the decision pertained of those facts unless the *Participant's Crew Member* or other *Person* establishes that the decision violated principles of natural justice.
- 3.2.4** The hearing panel in a hearing on an anti-doping rule violation may draw an inference adverse to the *Participant's Crew Member* or other *Person* who is asserted to have committed an anti-doping rule violation based on the *Participant's Crew Member* or other *Person's* refusal, after a request made in a reasonable time in advance of the hearing, to appear at the hearing (either in person or telephonically as directed by the tribunal) and to answer questions either from the hearing panel or from the *Anti-Doping Organization* asserting the anti-doping rule violation.

ARTICLE 4 THE PROHIBITED LIST

4.1 Incorporation, Publication and Revision of the *Prohibited List*

The *Prohibited List* is the list published and revised by WADA. The *Participants* shall be responsible for ensuring that their staff members, including in particular their *Participant's Crew Members*, are made aware of such *Prohibited List* and any amendments thereto.

Unless provided otherwise in the *Prohibited List* and/or a revision, the *Prohibited List* and revisions shall go into effect under these *Rules* after publication of the *Prohibited List* by WADA without requiring any further action by the *Race Authority*.

4.2 *Prohibited Substances* and *Prohibited Methods* Identified on the *Prohibited List*

The *Prohibited Substances* and *Prohibited Methods* included in the *Prohibited List* shall be final and shall not be subject to challenge by a *Participant's Crew Member* or other *Person*.

4.2.2 Specified Substances

For purposes of the application of ISAF Regulation 21.10 (Sanctions on Individuals), all *Prohibited Substances* shall be "Specified Substances" except (a) substances in the classes of anabolic agents and hormones; and (b) those stimulants and hormone antagonists and modulators so identified on the *Prohibited List*. *Prohibited Methods* shall not be Specified Substances.

4.2.3 New Classes of *Prohibited Substances*

In the event WADA expands the *Prohibited List* by adding a new class of *Prohibited Substances* in accordance with Article 4.1 of the *Code*, WADA's Executive Committee shall determine whether any or all *Prohibited Substances* within the new class of *Prohibited Substances* shall be considered Specified Substances under Article 4.2.2.

4.3 Therapeutic Use Exemptions

- 4.3.1** *Participant's Crew Members* with a documented medical condition requiring the use of a *Prohibited Substance* or a *Prohibited Method* must have or obtain, prior to any participation to the *Race* a Therapeutic Use Exemption *TUE* from the ISAF Therapeutic Use Exemption Committee TUEC in charge of issuing *TUEs* under ISAF Rules and which shall also be the competent body to consider *TUEs* and monitor requests for *TUEs* in specific connection with the *Race*, including for *Participant's Crew Members* who are not otherwise subject to ISAF jurisdiction. The ISAF TUEC shall promptly evaluate requests in accordance with the *International Standard* for Therapeutic Use Exemptions and render a decision on such request. ISAF will establish appropriate procedures to evaluate requests within short deadlines, in particular before and during *In-Competition* periods. For the avoidance of doubt, the *TUE* shall be effective as of the date of application. The presence of a *Prohibited Substance* or its *Metabolites* or *Markers* (Article 2.1), *Use* or *Attempted Use* of a *Prohibited Substance* or a *Prohibited Method* (Article 2.2), *Possession* of *Prohibited Substances* or *Prohibited Methods* (Article 2.6) or administration of a *Prohibited Substance* or *Prohibited Method* (Article 2.8) consistent with the provisions of an applicable *TUE* issued pursuant to the *International Standard* for Therapeutic Use Exemptions shall not be considered an anti-doping rule violation.
- 4.3.2** If a decision with respect to a *TUE* has to be rendered specifically and solely for the purpose of the *Race* with respect to a *Participant's Crew Member* who is not otherwise submitted to ISAF Rules, such decision shall only be valid for the purpose of the *Race*.
- 4.3.3** It is expected that most *Participant's Crew Members* entered to compete in any part of the *Race* who require a *TUE* would have already received the *TUEs* or can obtain such under ISAF Rules. Any final decision in connection with *TUEs* issued under the ISAF Rules will be recognized as valid for the purpose of the *Race*.
- 4.3.4** In a situation of emergency (acute situation), a decision regarding therapeutic use of a *Prohibited Substance* or application of a *Prohibited Method* can be validly made by a medical officer. Such use or application shall not constitute an Anti-Doping Rule violation. A *TUE* shall however be requested as soon as practicable and further use of the *Prohibited Substance* or application of the *Prohibited Method* shall be subject to obtaining a *TUE*.
- 4.3.5** In offshore races of more than 50 nautical miles, the use of any *prohibited substance* or *prohibited methods* for emergency medical treatment shall be recorded. The ISAF Medical Commission may retroactively approve such *use* and *possession* of such medications as might be reasonably required if the acute situation or exceptional circumstances are confirmed to the satisfaction of the Medical Commission.
- 4.3.6** If any *prohibited substances* carried on board are used, an explanation will need to be provided and the process for *retroactive TUE* will take place.
- 4.3.7** With the approval of the ISAF TUEC, a Team Doctor or a Doctor who is responsible for sailing competitors, officials and others in the care of that Doctor, may carry and employ such medications as the circumstances may require and as might be properly

used in the undertaking of the Hippocratic oath. The ISAF TUEC may retroactively approve such *use*.

ARTICLE 5 DOPING CONTROL

5.1 Right to Conduct *Doping Controls*

ISAF being the governing body of the Sport of Sailing shall have the right to conduct *Doping Controls* (both In- and *Out-Of-Competition*) during the Period of the *Race*, and is responsible for the subsequent management of cases that arise during this time.

All *Participant's Crew Members* participating in the *Race* shall be subject to *Doping Control*, during the Period of the *Race*, at any time or place, with *No Advance Notice*.

The implementation of the *Doping Control* may be delegated as provided for in clause 5.2 below

5.2 Delegation of *Doping Controls*

ISAF shall entrust the actual conduct of *Testing* to recognized *Anti-Doping Organization(s)* (ADO) acceptable to the *Race Authority* and *WADA*. In this case the management of the *Doping Controls* will be conducted by Anti Doping Norway.

5.3 *Doping Control Standards*

Doping Control shall be in conformity with the *International Standard* for Testing in force at the time of *Doping Control*.

In accordance with the *International Standard* for Testing there are a number of criteria that the *Race Authority* is responsible for outlining. These criteria and other *Doping Control* requirements are outlined in Appendix 2.

5.4 Coordination of *Doping Control*

In order to deliver an effective anti-doping program for the *Race* and to avoid unnecessary duplication in *Doping Control*, the *Race Director* will work with ISAF, *WADA* and other *Anti-Doping Organizations*, notably authorities which may have jurisdiction to ensure the best possible coordination of the *Doping Control* during the Period of the *Race*.

5.5 *Participant's Crew Member Whereabouts Requirements*

5.5.1 Each *Participant's Crew Member* identified in the *Registered Testing Pool* shall comply with the whereabouts requirements of the *International Standard* for Testing, and (a) in accordance with Article 11.4.2 of the *International Standard* for Testing so that it remains accurate and complete at all times; and (b) shall make him/herself available for *Testing* at such whereabouts, in accordance with Article 11.4 of the *International Standard for Testing*. This whereabouts information shall be provided to ISAF which will manage it as part of its own whereabouts data base.

For the avoidance of doubt it is clarified that the ultimate responsibility for providing whereabouts information rests with each *Participant's Crew Member*. However, the *Participants* are expected to assist their *Crew Members* in monitoring and managing the whereabouts information.

5.5.2 Any *Participant's Crew Member's* failure to advise ISAF of his/her whereabouts shall be deemed a Filing Failure for purposes of Article 2.4 where the conditions of Article 11.3.5

of the *International Standard for Testing* are met. Any *Participant's Crew Member's* failure to be available for Testing at his/her declared whereabouts shall be deemed a missed test for the purposes of Article 2.4 where the conditions of article 11.4.3 of the *International Standard for Testing* are met. Each case of failed attempt shall be notified in writing to the concerned *Participant* and to the *Participant's Crew Member*. The notice shall include a description of the circumstances of the failed attempt. The *Participant's Crew Member* may bring forward circumstances which may constitute a reasonable excuse and submit such to the *Jury* in writing within five days of receipt of the above notification. Based on such submission, and a report of the concerned *Doping Control* officer, the *Jury* shall evaluate the situation, taking into account the circumstances, and notify such evaluation to the concerned *Participant* and to the *Participant's Crew Member*. If the *Jury* finds that the *Participant's Crew Members* excuse is reasonable, the failed attempt shall not be considered as a missed test. If, to the contrary the *Jury* finds that there is no reasonable excuse, the failed attempt shall be considered as a missed test. For the avoidance of doubt, negligence on the part of the *Participant's Crew Member* in updating the whereabouts information shall not constitute a reasonable excuse.

5.5.3 Whereabouts information pursuant to Article 5.5.1 shall be provided to ISAF on the strict condition that it be kept confidential and be used only for *Doping Control* purposes.

5.6 Selection of *Participant's Crew Members* to be tested

5.6.1 Based on the budget agreed with the *Race Director*, in consultation with ISAF and WADA, shall determine the number of tests to be performed in connection with the *Race* and the general selection criteria. The test distribution planning will be effected by ISAF, WADA in consultation with the independent *Anti-Doping Organization(s)* contracted by ISAF as per article 5.2 above.

Actual *Testing* will be effected by such independent *Anti-Doping Organization(s)*

5.6.2 *Participant's Crew Members* may also be selected for *Target Testing* so long as such *Target Testing* is not used for any purpose other than legitimate *Doping Control* purposes. In particular, if more than one *Crew Member* of a *Participant* has been found in a possible Rule violation, this *Participant* will be subject to *Target Testing*.

ARTICLE 6 ANALYSIS OF SAMPLES

Doping Control *Samples* shall be analyzed in accordance with the following principles:

6.1 Use of Approved Laboratories

Doping Control *Samples* shall be analyzed only in WADA-accredited laboratories or as otherwise approved by WADA. The choice of the WADA-accredited laboratory used for the *Sample* analysis shall be determined by the ADO in consultation with ISAF, WADA, and the *Race Authority*.

6.2 Purpose of Collection and Analysis of *Samples*

Samples shall be analyzed to detect *Prohibited Substances* and *Prohibited Methods* identified on the *Prohibited List* and other substances as may be directed by WADA pursuant to the Monitoring Programme described in Article 4.5 of the *Code* or to assist the *Race Authority* in

profiling relevant parameters in an *Athlete's* urine, blood or other matrix, including DNA or genomic profiling, for anti-doping purposes.

6.3 Research on *Samples*

No *Sample* may be used for any purpose other than as described in Article 6.2 without the *Participant's Crew Members* written consent. *Samples* used (with the *Participant's Crew Member's* consent) for purposes other than Article 6.2 shall have any means of identification removed such that they cannot be traced back to a particular *Participant's Crew Member*.

6.4 Standards for *Sample Analysis and Reporting*

Laboratories shall *analyze Doping Control Samples* and report results in conformity with the *International Standard* for Laboratories.

6.5 Retesting *Samples*

A *Sample* may be reanalyzed for the purposes described in Article 6.2 at any time exclusively at the direction of ISAF or WADA. The circumstances and conditions for retesting *Samples* shall conform with the requirements of the *International Standard* for Laboratories.

ARTICLE 7 MANAGEMENT OF ANTI-DOPING RULE VIOLATIONS

7.1 Procedures and general provisions with respect to Rule violations

The *Jury* shall have jurisdiction to hear the *Participant's Crew Members* and other *persons* concerned in relation to all Rule violations (including but not limited to the handling of *Adverse Analytical Findings*) arising in connection with the *Race*. The right of any *Person* who may be subject to a measure or sanction to be heard will be exercised before the *Jury*.

7.2 Procedures

7.2.1 Identification of *Adverse Analytical Finding*, informing ISAF:

The laboratory which identifies an *Adverse Analytical Finding* (-e.g. with respect to the *A Sample*), or the *Person* who believes that any other Rule violation has been committed, shall immediately inform ISAF and provide it, in a confidential letter, with a detailed report containing the results of the *Adverse Analytical Finding* and the documentation relating to the analyses performed or the relevant information relating to such other apparent Rule violation.

7.2.2 Atypical Findings

If a laboratory reports an *atypical finding* in respect of a *sample* collected from a *Participant's Crew Member*, ISAF shall conduct a review to determine whether: (a) the *atypical finding* is consistent with an applicable TUE that has been granted as provided in the *International Standard* for Therapeutic Use Exemptions, or (b) there is any apparent departure from the *International Standard* for Testing or *International Standard* for Laboratories that caused the *atypical* analytical finding. If the initial review of an *atypical finding* reveals an applicable TUE or departure from the *International Standard* for Testing or the *International Standard* for Laboratories that caused the *atypical* finding, the entire test shall be considered negative. If, once the investigation is completed, it is concluded that the *atypical finding* should be considered an *adverse analytical finding*, ISAF shall pursue the matter in accordance with 7.2.3 below.

7.2.3 Verification of Rule violation:

ISAF shall identify the *Participant's Crew Member*, or other *Person*, being charged with a Rule violation and verify whether it is in fact an *Adverse Analytical Finding* (- i.e. in particular verify the existence of an applicable TUE or whether there is any apparent departure from the *International Standard for Testing or International Standard for Laboratories* that caused the *Adverse Analytical Finding*).

7.2.4 Informing the Jury Chairman:

If the initial review under Article 7.2.2 above does not reveal an applicable TUE or entitlement to a TUE as provided in the *International Standard for Therapeutic Use Exemptions*, or departure that caused the *Adverse Analytical Finding*, ISAF shall without delay inform the *Jury Chairman* of the existence of the *Adverse Analytical Finding*, or other apparent Rule violation, and the essential details available to him concerning the case.

7.2.5 Setting up a Hearing:

The *Jury Chairman* shall as soon as possible set up a hearing in front of the *Jury*. The procedural rules of the *Jury* shall apply.

7.2.6 Notifying *Participant's Crew Member* or other persons concerned of the Rule violation

The *Jury Chairman* shall, in confidence, promptly notify the *Participant's Crew Member* or other *person* concerned, and the relevant *Participant* of:

1. any *Adverse Analytical Finding*, if the case involves such;
2. the facts constituting a potential Rule violation or the additional investigation that will be conducted as to whether there are such facts;
3. the anti-doping rule violated;
4. in the event the case involves an *Adverse Analytical Finding*, the *Participant's Crew Members* right to promptly request the analysis of the B *Sample* or, failing such request, that the B *Sample* analysis may be deemed waived;
5. the scheduled date, time and place for the B *Sample* analysis (which shall be within the time period specified in the *International Standard for Laboratories*) if the *Participant's Crew Member* or ISAF chooses to request an analysis of the B *Sample*;
6. the opportunity for the *Participant's Crew Member* and/or the *Participant's Crew Member's* representative to attend the B *Sample* opening and analysis at the scheduled date, time and place if such analysis is requested;
7. the *Participant's Crew Members* right to request copies of the A and B *Sample* laboratory package, which includes information as required by the *International Standards for Laboratories*;

The *Jury* chairman shall also notify the *Participant Crew Member's* National Anti-Doping Organization and WADA.

7.2.7 Attendance at the Hearing:

Included in the notification referred to in Article 7.2.5 above, the *Jury* shall summon the *Participant's Crew Member*, and/or other *Person*, and the relevant *Participant* to attend a hearing of the *Jury*. The *Participant's Crew Member*, and/or other *Person*, and/or the concerned *Participant* may be accompanied or represented at the hearing by *Persons* of their choice (- e.g. lawyer, doctor, etc.), with a maximum of two for each of the *Participant's Crew Member* or other *Person* and/or the *Participant*.

If the *Participant's Crew Member* and/or other *Person* concerned have already left the competition site, the *Jury* shall take all measures reasonably possible in the circumstances to ensure that the rights of the *Participant's Crew Member* or other *Person* and/or the *Participant* concerned are respected, whilst the procedure normally follows its course so that a decision can be made as quickly as possible.

7.2.8 Provisional Suspension:

The *Jury* shall provisionally suspend the *Participant's Crew Member* and/or other *Person* concerned until the *Jury* has pronounced its decision. For the purpose of this clause, suspension means temporarily preventing the concerned *Participant's Crew Member* to take part in competition and/or temporarily withdrawing his/her accreditation and/or the accreditation of the concerned other *Person*. Such temporarily suspension may be issued from the moment an *Adverse Analytical Finding* based on an *A Sample* is confirmed. In such case, the *B sample* analysis shall be effected as soon as possible. In case that the *B Sample* analysis does not confirm a *provisional suspension* based on an *A Sample* or the *Jury* otherwise finds no sanction of *ineligibility* is warranted, the *provisional suspension* shall automatically cease.

7.2.9 Existence of Violation, nature and circumstances thereof; adducing evidence:

The *Jury* shall determine whether a Rule violation has occurred and, if so, the nature and circumstances thereof. It shall allow the *Participant's Crew Member* or other *person* and/or *Participant* concerned an opportunity to adduce any evidence, which does not require the use of disproportionate means (as decided by the *Jury*), which he deems helpful to the defence of his case in relation to the result of the test, or other Rule violation, either orally, before the *Jury*, or in writing, as the *Participant's Crew Member* or other *person* and/or *Participant* concerned so require.

7.2.10 Opinion of experts, adducing other evidence:

The *Jury* may seek the opinion of experts or adduce other evidence of its own motion.

7.2.11 Decision:

Based upon the contents of the hearing and concerned parties' arguments, the *Jury* shall decide upon the case.

Decisions made under these Anti-Doping Rules may be appealed as set forth below. Such decisions shall remain in effect while under appeal unless the appellate body orders otherwise. Before an appeal is commenced, any post-decision review authorized in these rules must be exhausted.

(a) Where WADA has a right to appeal under 7.2.11 and no other party has appealed a

final decision within the ISAF or its MNA's process, WADA may appeal such decision directly to CAS without having to exhaust other remedies in the ISAF or its MNA's process.

(b) Appeals from Decisions Regarding Anti-Doping Rule Violations, Consequences, and Provisional Suspensions

A decision that an anti-doping rule violation was committed, a decision imposing consequences for an anti-doping rule violation, or a decision that no anti-doping rule violation was committed; a decision that an anti-doping rule violation proceeding cannot go forward for procedural reasons (including, for example, prescription); a decision under prohibition of participation during ineligibility; a decision that ISAF or its MNA lacks jurisdiction to rule on an alleged anti-doping rule violation or its consequences; a decision by any MNA not to bring forward an adverse analytical finding as an anti-doping rule violation, or a decision not to go forward with an anti-doping rule violation after an investigation; and a decision to impose a provisional suspension as a result of a provisional hearing or otherwise may be appealed exclusively as provided in this Article 7.2.11. Notwithstanding any other provision herein, the only person that may appeal from a provisional suspension is the Participant's Crew Member or other person upon whom the provisional suspension is imposed.

(c) Appeals Involving International-Level Athletes

In cases arising from competition in an international event or in cases involving international-level athletes, the decision may be appealed exclusively to the CAS in accordance with the provisions applicable before such court.

(d) Persons Entitled to Appeal

In cases under Article 7.2.11, the following parties shall have the right to appeal to CAS: (a) the Participant's Crew Member or other person who is the subject of the decision being appealed; (b) the other party to the case in which the decision was rendered; (c) ISAF and any other Anti-Doping Organization under whose rules a sanction could have been imposed;

(e) Failure to Render a Timely Decision by ISAF and its MNA's

Where, in a particular case, ISAF or its MNA's fail to render a decision with respect to whether an anti-doping rule violation was committed within a reasonable deadline set by WADA, WADA may elect to appeal directly to CAS as if ISAF or its MNA had rendered a decision finding no anti-doping rule violation. If the CAS panel determines that an anti-doping rule violation was committed and that WADA acted reasonably in electing to appeal directly to CAS, then WADA's costs and attorneys fees in prosecuting the appeal shall be reimbursed to WADA by ISAF or its MNA's.

(f) Appeals from Decisions Granting or Denying a Therapeutic Use Exemption

Decisions by WADA reversing the grant or denial of a TUE may be appealed exclusively to CAS by the Participant's Crew Member, ISAF, or National Anti-Doping Organization or other body designated by a MNA which granted or denied the exemption. Decisions to deny TUE's, and which are not reversed by WADA, may be appealed by international-level athletes to CAS.

When ISAF, National Anti-Doping Organizations or other bodies designated by MNA's fail to take action on a properly submitted TUE application within a

reasonable time, their failure to decide may be considered a denial for purposes of the appeal rights provided in this Regulation.

(g) Time for Filing Appeals

The time to file an appeal to CAS shall be twenty-one (21) days from the date of receipt of the decision by the appealing party.

The above notwithstanding, the filing deadline for an appeal or intervention filed by WADA shall be the later of:

- i) Twenty-one (21) days after the last day on which any other party in the case could have appealed, or
- ii) Twenty-one (21) days after WADA's receipt of the complete file relating to the decision.

7.2.12 Notifying the *Participant's Crew Member* and other parties concerned of the decision:

The *Jury* Chairman, or a person designated by him, shall promptly notify the *Participant's Crew Member* or other *Person* concerned, as well as the relevant *Participant*, the ISAF, the *Race Director*, and the *Race Authority* of the case pursuant to Article 7.2.6 above and of the decision of the *Jury*.

7.2.13 Timeframe

The disciplinary procedure shall be conducted speedily and, to the extent possible should be concluded within 48 hours from (i) in the case of an *Adverse Analytical Finding*, the conclusion of the *Sample* analysis (i.e. on the *A Sample* and, if requested, the *B Sample*) or (ii) in the case of another Rule violation, the time the *Participant's Crew Member* or other *person* concerned and the *Participant* are informed of such Rule violation. The *Participant's Crew Member* has the right to the various principles specifically contained in Article 8.1 of the WADA Code.

However, the *Jury* may decide not to apply this timeframe with regard to Rule violations which become apparent outside active competition periods.

7.2.14 Retirement from Sport

If an *Participant's Crew Member* or other *person* retires while a results management process is underway, ISAF retains jurisdiction to complete its results management process. If an *Participant's Crew Member* or other *person* retires before any results management process has begun and ISAF would have had results management jurisdiction over the *Participant's Crew Member* or other *person* at the time the *Participant's Crew Member* or other *person* committed an anti-doping rule violation, ISAF has jurisdiction to conduct results management

7.3 General Provisions

7.3.1. Confidentiality:

Subject to the notification requirements provided in Article 7.2.6 of these Rules, and notwithstanding any other rules governing proceedings before the *Jury*, proceedings of the *Jury* under these *rules* shall be confidential to the parties directly involved (such parties including the *Participant* to which the concerned *Crew Member* or other *Person* belongs, but, for the avoidance of doubt, specifically excluding any other *Participant*). Any person who has access to the file or who takes part in any stage of the proceedings shall be bound by a duty of confidentiality.

7.3.2. Deviation from procedures and general provisions:

Deviations of the above-noted procedures and general provisions shall have no effect if the parties involved are not being prejudiced by such deviation.

ARTICLE 8 INELIGIBILITY, CONSEQUENCES ON PARTICIPANTS

8.1 *Ineligibility:*

If the *Jury* finds that a *Participant's Crew Member* has committed a Rule violation, the *Jury* may declare the *Participant's Crew Member* ineligible for part or all of the events of the *Race* still to be held, along with other sanctions which may follow, such as exclusion of the *Participant's Crew Member* and other *Persons* concerned from the *Race* (in particular loss of accreditation). For the avoidance of doubt, *ineligibility* of a *Participant's Crew Member* shall not lead to *disqualification* of the *Participant* unless based on the application of clause 8.2 below.

When issuing its decision, the *Jury* will in particular take into account the substance and whether the concerned *Participant's Crew Member* could establish that he bears *no fault or negligence* or *no significant fault or negligence*. The *Jury* will further refer to the sanction system provided for in Article 10 of the Code,

As a condition of regaining eligibility after being found to have committed an anti-doping rule violation, the *Participant's Crew Member* must first repay all prize money [Financial Penalty] forfeited under Article 10 of the Code.

8.1.1. Allocation of Forfeited Prize Money (Financial Penalty)

Forfeited prize money [The financial penalty] shall be allocated first to reimburse the collection expenses incurred by the Race Authority and ISAF in order to perform the necessary steps to collect the prize money [financial penalty] back, then to reimburse the expenses incurred by ISAF in order to conduct results management in the case.

8.2 CONSEQUENCES ON PARTICIPANTS

In the event of a Rule violation by a *Participant's Crew Member*, the *Jury* shall act in accordance with Article 8.1; ISAF shall conduct appropriate *Target Testing* of the crew of the *Participants* during the *Race*. If more than 2 *Participant's Crew Members* of the *Participant* are found to have committed an Anti-Doping Rule violation during the *Race*, the *Jury* shall impose an appropriate sanction on the boat (eg *disqualification* from the *Race*) in addition to any consequences imposed upon the *individual Participant's Crew Member(s)* committing the Anti-Doping Rule violation. However, the *Participant* shall not be disqualified from or declared ineligible for any part or the whole of the *Race*, unless the *Jury* finds there has been organized doping at team level which violates Fundamental Rule 2 (Fair Sailing) of the Racing Rules of Sailing.

8.3 Withdrawal of accreditation

In the event the case concerns a *person* who is not a *Participant's Crew Member*, the sanction to be considered for application by the *Jury* against that *person* shall be the withdrawal of accreditation in any capacity in connection with part or all of the events, respectively of the *Race*.

ARTICLE 9: CONFIDENTIALITY AND REPORTING

All parties and bodies involved shall maintain confidentiality of the results of all *Doping Control* and the identities involved in proceedings under these *Rules* until it has been determined by the *Jury* that a Rule violation has occurred.

ARTICLE 10: MUTUAL RECOGNITION OF DECISIONS / EXCHANGE OF INFORMATION

10.1 Recognition by other organizations of Decisions made by the *Jury*

The effects of decisions issued by the *Jury* in application of these *Rules* are limited to the *Race*.

The recognition by ISAF of the results of the *Doping Controls* and of the *Jury* decisions made as a consequence thereof within ISAF's own jurisdiction are governed by ISAF Rules. In no way the facts and findings established by the *Jury* shall bind ISAF in relation to any proceedings related to a anti-doping rule violation.

10.2 Recognition of Decisions made by ISAF and other organizations

The TUEs and hearing results or other final decisions of any signatory to the Code which are consistent with the Code and are within the signatory's authority, shall be recognized and enforced in connection with the *Race*. In particular, *Persons* which are subject to a decision declaring them ineligible may not be accepted as *Participant's Crew Members* or accredited in any other capacity in connection with the *Race* during the period of *ineligibility*.

ISAF's decisions (including *provisional suspensions*) or CAS decisions confirming ISAF's decisions will automatically be recognized and enforced in connection with the *Race*, this without prejudice to decisions of the *Jury* which are specific to the *Race* that are contradictory with ISAF and CAS decision . In the unlikely *event* that an ISAF decision or a CAS decision based on the same facts is in contradiction with a prior *Jury* decision in respect specifically with the principle of the existence or not of a doping violation, the *Jury* will, to the extent this has still practical relevance in connection with the *Race*, on its own initiative or upon request of the concerned *Participant's Crew Member* or other *Person* concerned, reopen the case based on the new situation created by such decision and render a new decision drawing the adequate consequences in connection with the *Race*. In no *Race* shall such new decision have any retroactive effect on the prior *Jury* decision. Decisions of other bodies which have not accepted the Code may also be recognized if the rules of such other bodies are otherwise consistent with the Code.

When the issue of recognition of a decision by ISAF or another organization arises, the *Jury* shall determine the effects of such recognition in connection with the *Race* including whether *Race* specific sanctions have to be issued or any other consequences. Prior to issuing such a decision, the *Jury* shall give the concerned *Participant's Crew Member* or other *Person* concerned the opportunity to submit observations. As a rule and unless the *Jury* decides to organize a hearing, the observations shall be submitted in writing.

ARTICLE 11 STATUTE OF LIMITATIONS

No action may be commenced under these Anti-Doping Rules against a *Participant's Crew Member* or *other person* for a violation of an anti-doping rule contained in these Anti-Doping Rules unless such action is commenced within eight years from the date the violation occurred.

ARTICLE 12 AMENDMENT AND INTERPRETATION OF ANTI-DOPING RULES

11.1 These *Rules* may be amended from time to time by the *Organizing Authority*.

11.2 The PREAMBLE and the APPENDIXES shall be considered integral parts of these *Rules*.

11.3 These *Rules* have been based on the Code. The comments annotating various provisions of the Code may, where applicable, assist in the understanding and interpretation of these *Rules*.

APPENDIX 1 – DEFINITIONS

Adverse Analytical Finding. A report from a laboratory or other approved *Testing* entity that identifies in a *Sample* the presence of a *Prohibited Substance* or its *Metabolites* or *Markers* (including elevated quantities of endogenous substances) or evidence of the *Use of a Prohibited Method*.

Anti-Doping Organization. A *Signatory* that is responsible for adopting rules for initiating, implementing or enforcing any part of the *Doping Control* process. This includes, for example, WADA, anti-doping agencies, other *anti-doping organizations* and State *anti-doping organizations*.

Attempt. Purposely engaging in conduct that constitutes a substantial step in a course of conduct planned to culminate in the commission of a Rule violation. Provided, however, there shall be no Rule violation based solely on an *Attempt* to commit a violation if the *Person* renounces the *attempt* on his/her own volition prior to it being discovered by a third party not involved in the *Attempt*.

Atypical Finding; A report from a laboratory or other WADA approved entity which requires further investigation as provided by the *International Standard* for Laboratories or related Technical Documents prior to the determination of an *Adverse Analytical Finding*.

CAS: The Court of Arbitration for Sport

Code. The World Anti-Doping Code.

Consequences of Anti-Doping Rules Violations. An *Participant's Crew Member* or other *person's* violation of an anti-doping rule may result in one or more of the following: (a) *disqualification* means the *Participant's Crew Member* results in a particular *Race* or *event* are invalidated, with all resulting consequences including forfeiture of any medals, points and prizes; (b) *ineligibility* means the *Participant's Crew Member* or other *person* is barred for a specified period of time from participating in any *Race* or other activity or funding as provided in Article 8.1_(Status During *Ineligibility*); and (c) *provisional suspension* means the *Participant's Crew Member* or other *person* is barred temporarily from participating in any *Race* prior to the final decision at a hearing conducted under Article 7.2.11 (Right to a Fair Hearing).

Disqualification. See Consequences of the *Rules* violations above.

Doping Control. All steps and processes from test distribution planning through to ultimate disposition of any appeal including all steps and processes in between such as provision of whereabouts information, *sample* collection and handling, laboratory Analysis, *TUE's*, results management and hearings.

In-Competition. Controls are deemed *In-Competition* when the *Sample* collection occurs in connection with any Race part of the *Race* from and including the first scheduled day of racing of a Race until the end of Protest Time for the last Leg or *In-Port* or *Pro-Am Race* which ever is the later.

Ineligibility. See Consequences of the *Rules* violations above.

International Standard. A standard adopted by WADA in support of the Code. Compliance with an *International Standard* (as opposed to another alternative standard, practice or procedure) shall be sufficient to conclude that the procedures addressed by the *International Standard* were performed properly. *International Standards* shall include any Technical Documents issued pursuant to the *International Standard*. The current *International Standards* can be seen on the WADA website www.wada-ama.org. To the extent they are applicable, the *International Standards* issued by WADA shall be deemed as incorporated in these *Rules*.

Jury. The *Jury* in accordance with Notice of Race 15 and which is the hearing body under these *Rules*.

Marker. A compound, group of compounds or biological parameter(s) that indicates the Use of a *Prohibited Substance* or *Prohibited Method*.

Metabolite. Any substance produced by a biotransformation process.

No Advance Notice. A *Doping Control* which takes place with no advance warning to the *Participant's Crew Member* and where the *Participant's Crew Member* is continuously chaperoned from the moment of notification through *Sample* provision.

No Fault or Negligence. The *Participant's Crew Members* establishing that he or she did not know or suspect, and could not reasonably have known or suspected even with the exercise of utmost caution, that he or she had *Used* or been administered the *Prohibited Substance* or *Prohibited Method*.

No Significant Fault or Negligence. The *Participant's Crew Members* establishing that his or her fault or negligence, when viewed in the totality of the circumstances and taking into account the criteria for *No Fault or Negligence*, was not significant in relationship to the Rule violation.

Organizing Authority. The *Race Organizing Authority* as mentioned in the Notice of Race.

Out-of-Competition. Controls are deemed *Out-of-Competition* when they are not *In-Competition* as defined above.

Participant. The syndicate company, the owner(s) of the *Boat*, the entity(s) that run(s), sponsor(s) or fund(s) the *Boat* and the entity/entities that enter(s) into the *Commercial Participation Agreement* relating to the *Boat*.

Participant's Crew Members. *Crew Members* who are potentially going to compete in the *Race* or any part of it. For the avoidance of doubt invited guests for the *In Port Races* and the *Pro Am Races* or *Leg* starts shall not be considered as one of the *Participant's Crew Member*.

Participant's Crew Member Support Personnel. Any coach, trainer, manager, agent, team staff, official, medical or para-medical personnel working with or treating *Participant's Crew Members* participating in or preparing for the *Race*.

Period of the Race. The period covering the full ongoing duration of the *Race* ending after end of protest time for the last *Leg* in St Petersburg

Person. A natural Person or an organization or other entity.

Possession. The actual, physical *possession*, or the constructive *possession* (which shall be found only if the person has exclusive control over the *Prohibited Substance/Method* or the premises in which a *Prohibited Substance/Method* exists); provided, however, that if the Person does not have exclusive control over the *Prohibited Substance/Method* or the premises in which a *Prohibited Substance/Method* exists, constructive *possession* shall only be found if the person knew about the presence of the *Prohibited Substance/Method* and intended to exercise control over it. Provided, however, there shall be no Rule violation based solely on *possession* if, prior to receiving notification of any kind that the *Person* has committed a Rule violation, the *Person* has taken concrete action demonstrating that the *Person* never intended to have *possession* and has renounced *possession* by explicitly declaring it to an *Anti-Doping Organization*. Notwithstanding anything to the contrary in this definition, the purchase (including by any electronic or other means) of a *Prohibited Substance* or *Prohibited Method* constitutes *possession* by the *Person* who makes the purchase.

Prohibited List. The List identifying the *Prohibited Substances* and *Prohibited Methods*.

Prohibited Method. Any method so described on the *Prohibited List*.

Prohibited Substance. Any substance so described on the *Prohibited List*.

Provisional Suspension. See Consequences above.

Race. The Volvo Ocean Race Round The World 2011-12 including all *Legs*, *In Port Races* and *Pro-Am Races* and supplementary or incidental activities.

Registered Testing Pool. The *Participant's Crew Members* identified by each *Participant* as per clause 1.2 of these *Rules*, whenever so requested by the *Race Authority*, as potentially competing at the *Race* who are subject to *Doping Control*.

Race Director. The person appointed as the *Race Director* for the Volvo Ocean Race Around the World 2011-2012.

Rules: The present Anti-Doping Rules.

Sample. Any biological material collected for the purposes of *Doping Control*.

Specified Substances; As defined in Article 4.2.2

Tampering. Altering for an improper purpose or in an improper way; bringing improper influence to bear; interfering improperly; obstructing, misleading or engaging in any fraudulent conduct to alter results or prevent normal procedures from occurring; or providing fraudulent information to an *Anti-Doping Organization*.

Target Testing. Selection of *Participant's Crew Members* for *Doping Control* where specific *Participant's Crew Members* or groups of *Participant's Crew Members* are selected on a non-random basis for *Doping Control* at a specified time.

Testing. The parts of the *Doping Control* process involving test distribution planning, *Sample* collection, *Sample* handling, and *Sample* transport to the laboratory.

Therapeutic Use Exemption (TUE). The exemption which must be obtained from the appropriate body to obtain permission to use otherwise *Prohibited Substances* or *Methods* for legitimate therapeutic purposes.

Therapeutic Use Exemption Committee (TUEC). The Panel established by ISAF.

Trafficking. Selling, giving, transporting, sending, delivering or distributing a *Prohibited Substance* or *Prohibited Method* (either physically or by any electronic or other means) by a *Participant's Crew Member*, *Participant's Crew Member Support Personnel* or any other *Person* subject to the jurisdiction of an *Anti-Doping Organization* to any third party; provided, however, this definition shall not include the actions of bona fide medical personnel involving a *Prohibited Substance* used genuine and legal therapeutic purposes or other acceptable justification and shall not include actions involving *Prohibited Substances* which are not prohibited in *Out-of-Competition Testing* unless the circumstances as a whole demonstrate such *Prohibited Substances* are not intended for genuine and legal therapeutic purposes.

Use. The utilization application, ingestion, injection or consumption by any means whatsoever of any *Prohibited Substance* or *Prohibited Method*.

WADA. The World Anti-Doping Agency.

APPENDIX 2 – CRITERIA RELATING TO THE INTERNATIONAL STANDARD FOR TESTING.

The meaning of the capitalized terms (appearing in italics) contained in this Appendix are defined in the relevant *International Standard*.

The *International Standard* for Testing includes standards for test distribution planning, notification of *Participant's Crew Members*, preparing for and conducting *Sample* collection, security/post test administration and transport of *Samples*.

The *Organizing Authority* requires the *Anti-Doping Organization* performing tests to plan and conduct the *Doping Control* in conformity with the *International Standards*.

There are a number of standards for which the *Organizing Authority* is required to establish criteria. The following table outlines the requirements of the *Organizing Authority*. Each item is referenced from the *International Standard* for Testing:

Ref.	Item	Criteria
5.3.4	The ADO shall establish criteria to validate the identity of a <i>Participant's Crew Member</i> selected to provide a <i>Sample</i> . This ensures the selected <i>Participant's Crew Member</i> is the <i>Participant's Crew Member</i> who is notified.	The <i>Participant's Crew Member</i> is required to present his/her Passport/Accreditation. If the <i>Participant's Crew Member</i> does not have his/her Passport/Accreditation then a form of photo identification is required.
5.3.6	For <i>Sample</i> Collection, the ADO shall Establish criteria to ensure that reasonable attempts are made to notify <i>Participant's Crew Members</i> of their selection for <i>Sample</i> collection	<i>Participants</i> are required to provide accurate <i>Participant's Crew Member</i> Whereabouts information to ISAF. This information will be used to locate and notify selected <i>Participant's Crew Members</i> . DCOs will be provided with this information and will make all reasonable attempts to locate and notify the <i>Participant's Crew Members</i> .
6.2b) 6.3.3	The ADO shall establish criteria for who may be authorized to be present during a <i>Sample</i> Collection Session in addition to the <i>Sample</i> Collection Personnel (and the <i>Participant's Crew Member</i>)	In addition to the <i>Participant's Crew Member</i> and the <i>Sample</i> Collection Personnel, the following people may be present (see Standard for conditions) during a <i>Sample</i> Collection Session: <ul style="list-style-type: none"> • <i>Participant's Crew Member</i> representative • Interpreter

Ref.	Item	Criteria
6.2c) 6.3.2	<p>The ADO shall ensure that the Doping Control Station meets the minimum criteria prescribed in 6.3.2.</p> <p>The DCO shall use a Doping Control Station which, as a minimum, ensures the <i>Participant's</i> Crew Member's privacy and is used solely as a Doping Control Station for the duration of the <i>Sample</i> Collection Session.</p>	<p>Subject to local circumstances, the following should be provided as a minimum for the Volvo Ocean Race 2011-09 Competition Venue Doping Control Station:</p> <p>The Doping Control Station should consist of a Waiting Area, one or more Processing Rooms and one or more toilets. All spaces should be contained in the one enclosed lockable Station.</p> <p>The "Waiting Room" should contain a check-in desk at the entrance, a refrigerator or other form of cooling for sealed drinks, enough chairs for the peak time load of the Station, and a television.</p> <p>The "Processing Room/s" (the number required will depend on the number of <i>Participant's</i> Crew Members at the peak-time) should each contain a table, 5 chairs, a lockable refrigerator and a hazard waste bin.</p> <p>The Toilet should be large enough for 2 people and enable the witness to directly observe the</p>
7.4.5	Re minimum information on the Doping Control forms	Note that it is not a requirement to record the <i>Participant's Crew Members</i> home address and telephone number.
8.3.1	The ADO shall define criteria ensuring that any sealed <i>Sample</i> will be stored in a manner that protects its integrity, identity and security prior to transport from the Doping Control Station.	The <i>Samples</i> collected at Volvo Ocean Race Villages shall be kept in a secured location, if possible in a lockable refrigerator prior to transport from the Doping Control Station.
Annex F F.3 F.4.1	<p><i>Samples</i> that do not meet the laboratory pH or Specific Gravity guidelines.</p> <p>The ADO is responsible for establishing criteria for the number of additional <i>Samples</i> to be collected at the <i>Participant's Crew Members Sample</i> Collection Session. If the additional <i>Sample/s</i> collected do not meet the relevant laboratory's guidelines for analysis, the ADO is responsible for scheduling a new <i>Sample</i> Collection Session for the <i>Participant's Crew Member</i> and, if required, taking subsequent</p>	<p>The ADO will determine with the contracted laboratory whether pH and specific gravity readings will be required to be taken at the time of <i>Sample</i> collection.</p> <p>One (1) additional <i>Sample</i> to be collected from a <i>Participant's Crew Member</i> in the event of an initial <i>Sample</i> being outside the laboratory requirements. In the event that additional laboratories are required to be used for the Volvo Ocean Race 2011-12 <i>Doping Control</i> Program they will be required to use the same agreed guidelines.</p>
Annex G	<i>Sample</i> Collection Personnel Requirements	

<p>The ADO shall determine the necessary competence and qualification requirements for the positions of Doping Control Officer, Chaperone and Blood Collection Official. The ADO shall develop duty statements for all <i>Sample Collection Personnel</i> that outline their respective responsibilities.</p>

NB: The above applies primarily to *In-Competition Testing*. Requirements in connection to *Out-of-Competition Testing* shall be adapted to the particular circumstances of such specific process.

APPENDIX 3 – PARTICIPANT’S CREW MEMBER DECLARATION.

ACKNOWLEDGEMENT and AGREEMENT

I, as a *Participating Crew Member* in the Volvo Ocean Race 2011-12 (the *Race*) hereby acknowledge and agree as follows:

1. I have received and had an opportunity to review the International Sailing Federation Anti- Doping Rules and the specific Anti-Doping Rules issued by the *Race Director*.
2. I consent and agree to comply with and be bound by all of the provisions of the International Sailing Federation Anti-Doping Rules and the specific Anti-Doping Rules issued by the *Race Director*.
3. I undertake to duly provide my whereabouts information in accordance with clause 5.5 of the Anti-Doping Rules issued by the *Race Director*.
4. I understand that if I need to use a *Prohibited Substance* or *Prohibited Method* for therapeutic reasons, this is subject to obtaining a *TUE* in accordance with the provisions of the Anti-Doping Rules.
5. I acknowledge and agree that the International Sailing Federation has jurisdiction to impose sanctions as provided in the International Sailing Federation Anti-Doping Rules.
6. I acknowledge and agree that the *Race Authority* has specific jurisdiction to impose sanctions in connection with the Regattas and all other parts of the *Race* as provided in the specific Anti- Doping Rules issued by the *Race Director*.
7. I also acknowledge and agree that any decision to be made in application of the specific Anti- Doping Rules issued by the *Race Director* in specific respect to the *Race* will be issued by the *Jury* appointed pursuant to Article 21 of the Protocol and will be final and binding. I understand and agree that such decision may include an exclusion of any further participation in the *Race*.
8. I acknowledge and agree that I agree to be bound by any such *Jury* decision and that I will not bring any claim, arbitration, lawsuit or litigation in any other court or tribunal in connection with such decision.
9. I have read and understood this Acknowledgement and Agreement.

_____ Date

_____ Print Name (Last Name, First Name)

_____ Date of Birth
(Day/Month/Year)

_____ Signature (or, if a minor, signature of
legal guardian)