

**INTERNATIONAL
HOCKEY
FEDERATION**

**ANTI-CORRUPTION
REGULATIONS**

With effect from 1 January 2017



ANTI-CORRUPTION REGULATIONS OF THE INTERNATIONAL HOCKEY FEDERATION

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ARTICLE 1 – INTRODUCTION

- 1.1 The essence of the sport of *Hockey* is the contest between competing teams as an honest test of skill and ability, the outcome of which is determined by (and only by) the contestants' relative sporting merits. Any manipulation of sports competitions or other conduct that might undermine public confidence in the integrity of the sporting contest and/or in the uncertainty of its outcome is fundamentally at odds with that essence of the sport and must be eradicated at all costs. Due to the complex nature of this threat, the *FIH* recognises that it cannot tackle the threat to sporting integrity alone, and that cooperation with public authorities, in particular law enforcement and sports betting entities is crucial. The *FIH* is committed to safeguarding the integrity of sport (including the protection of clean athletes and competitions as stated in the Olympic Agenda 2020) and the fight against the manipulation of competitions. The *FIH* agrees to respect the Olympic Movement Code on the Prevention of Manipulation of Competitions established by the IOC (the "**Code**"), and requires its member *Continental Federations* and *National Associations* to do the same within their jurisdictions.
- 1.2 The *FIH* has therefore adopted these *Regulations* as the basis for the fight against corruption in the sport of *Hockey*, (a) to prohibit conduct by *Covered Persons* that might undermine public confidence in the integrity of the sport and/or in the uncertainty of outcome of *Events*; and (b) to establish effective mechanisms for enforcement of these *Regulations* and sanctions for their breach.
- 1.3 These *Regulations* shall come into full force and effect on 1 January 2017 ("**Effective Date**"), and will supersede the previous *FIH* Anti-Corruption Regulations as from that date. Any procedural provisions in these *Regulations* will apply to matters arising before the *Effective Date*, but any substantive provisions will not, unless they are more favourable to the person(s) involved than the previous regulations. The *Regulations* may be amended from time to time by the *Executive Board*.
- 1.4 Principles of interpretation and application:
- (a) These *Regulations* are to be interpreted and applied (including when an issue arises that is not expressly addressed in these *Regulations*) by reference to the above sporting imperatives, which shall take precedence over any strict legal or technical interpretation of these *Regulations* that may otherwise be proposed.
 - (b) These *Regulations* are, by their nature, sporting rules governing the conditions under which the sport of *Hockey* is to be played. They are not intended to be subjected to or limited by the requirements and legal standards applicable to criminal proceedings or employment matters. Rather, they should be respected by all outside agencies as a reflection of the broad consensus of the *FIH* and its stakeholders as to what is necessary and proportionate in order to protect the integrity of the sport of *Hockey*.
 - (c) Words and phrases appearing in these *Regulations* in italicised text are defined terms that bear the meaning set out in Appendix 1 to these *Regulations*. All uses of the masculine gender shall be deemed to encompass references to both genders.

ARTICLE 2 – APPLICATION AND SCOPE

- 2.1 These *Regulations* apply to the following *Persons* (each, a "**Covered Person**"):
- (a) Any athlete who is subject to the jurisdiction of the *FIH*, any *Continental Federation* or any *National Association*, including, without limitation, any athletes who participate (or are selected to participate) in any *Event(s)* ("**Athlete**");
 - (b) Any coach, trainer, manager, representative, agent, team staff member, team official, medical or para-medical personnel working with or treating any *Athlete(s)*, and all other *Persons* working with or assisting (in any capacity whatsoever) any *Athlete(s)* ("**Athlete Support Person**"); and



- (c) Any *Person* falling into one of the following categories ("**Official**"):
- (i) any *Person* serving as a director (including alternate director) or officer of the *FIH* or any *Associated Company*, including (without limitation) the *President*, the *CEO*, *Executive Board* members, and any candidates for election to the *Executive Board*;
 - (ii) any *Person* serving as a member of a committee, working party, panel (including, without limitation, the *Disciplinary Commissioner* and panel members he might co-opt to form a tribunal and the *Judicial Commission*), advisory board or working party of the *FIH* or any *Associated Company*, and each *Person* appointed to represent the *FIH* or any *Associated Company* on any committee or working party or in any similar role;
 - (iii) any *Person* employed (whether full-time, part-time, permanently, for a fixed-term or temporarily) or engaged as an agent, consultant or contractor for, or otherwise functioning as a member of the staff of, the *FIH* or any *Associated Company* (for the avoidance of doubt this category is intended to be construed broadly; it shall encompass (without limitation) heads of departments, managers, and other employees, as well as individuals who are contracted from time to time by the *FIH* or a committee to work on an *Event*);
 - (iv) any *Person* appointed/selected by the *FIH* to work/volunteer at an *Event* and/or attending an *Event* on behalf of the *FIH*, including (without limitation) any match umpire/referee, tournament director, judge, delegate, commissioner, jury of appeal member, technical official or other *Event* official appointed by the *FIH*, and any other *Person* who receives accreditation to an *Event* as a representative of the *FIH*;
 - (v) any *Person* owning (in whole or in part) or working (or volunteering) in any capacity for the organiser or promoter of an *Event* and/or a team or other entity participating in the *Event*;
 - (vi) any *Person* (other than an *Athlete* or *Athlete Support Person*) who is subject to the jurisdiction (or rules of conduct) of any *Continental Federation* or *National Association*, including (without limitation) members of executive boards and/or executive bodies, committees, panels and advisory boards of *Continental Federations/National Associations*, *Continental Federation/National Association* team or delegation members (or other *Persons* accredited to attend any *Event* on behalf of any *Continental Federation/National Association*), and any other *Person* who acts, or is entitled to act, for or on behalf of *Continental Federations/National Associations*, including (without limitation), staff, consultants, agents and advisors; and
 - (vii) any other *Persons* who agree in writing at the request of the *FIH* to be bound by these *Regulations*.

2.2 *Athletes* and *Athlete Support Personnel* shall be bound by, and be required to comply with, these *Regulations* by virtue of their participation in or their selection to participate in *Events* (in the case of *Athletes*), or their treatment, assistance or preparation of *Athletes* (in the case of *Athlete Support Personnel*), or by being otherwise subject to the jurisdiction of any *Continental Federation* or *National Association*. Subject to Article 2.4, *Athletes* and *Athlete Support Personnel* shall cease to be bound by these *Regulations* six (6) months after their last participation (or treatment, assistance or preparation of an *Athlete* participating) in an *Event*.

2.3 *Officials* shall be bound by, and be required to comply with, these *Regulations*: (a) whenever they are acting in their capacity as such; and (b) at any other time where their conduct reflects upon the *FIH* or might otherwise undermine the objectives underlying these *Regulations*. Subject to Article 2.4, *Officials* shall cease to be bound by these *Regulations* six months after



the date that they cease to perform their role and/or to conduct the activities that originally qualified them as such.

- 2.4** The *FIH* shall continue to have jurisdiction over a *Covered Person* after the date that he ceases to be bound by these *Regulations* to the extent necessary to enforce these *Regulations* against him in respect of matters occurring prior to that date. For the avoidance of doubt, the *FIH's* jurisdiction over a *Covered Person* under these *Regulations* shall survive any purported retirement or resignation by such *Covered Person*, whether such retirement or resignation takes place before or after any investigation has been opened in relation to him and/or proceedings have been instituted against him under these *Regulations*. A *Covered Person* may not participate in any *Events*, or take up any position as an *Official*, until he has submitted himself to the investigation, and any consequent proceedings under these *Regulations* have been completed.
- 2.5** Each *Covered Person* will be deemed to have agreed:
- (a) to be bound by and to comply with these *Regulations*;
 - (b) to familiarise himself with all of the requirements of these *Regulations*, including what conduct constitutes a breach of these *Regulations* and to seek clarification from the *FIH* in case of any doubt;
 - (c) to submit to the exclusive jurisdiction of the *FIH*, the *Disciplinary Commissioner*, and the *CAS* in relation to the enforcement of these *Regulations*; and
 - (d) not to bring any proceedings in any court or other forum that are inconsistent with the foregoing submission to jurisdiction.
- 2.6** Conduct prohibited under these *Regulations* might also constitute a criminal offence and/or a breach of other applicable laws and regulations. *Covered Persons* must comply with all applicable laws and regulations at all times. These *Regulations* operate without prejudice to such criminal and other laws and regulations, and *vice versa*.
- 2.7** Notice under these *Regulations* to a *Covered Person* who is under the jurisdiction of a *National Association* may be accomplished by delivery of the notice to the *National Association* concerned. The *National Association* shall be responsible for making immediate contact with the *Covered Person* to whom the notice is applicable.
- 2.8** Enforcement at continental and national level:
- (a) Each *Continental Federation* and *National Association* must adopt regulations equivalent to these *Regulations* to protect the integrity of *Events* that it organises or sanctions. Thereafter, each *Continental Federation* and *National Association* must ensure compliance with such regulations by rigorous and effective application and enforcement of the regulations.
 - (b) To ensure transparency and accountability, the regulations of the *Continental Federation* or *National Association* (as applicable) must include provisions (in a form approved by the *Executive Board*) giving the *FIH* (i) the right to be notified and kept informed of any investigations and/or enforcement proceedings conducted on a continental or national level under those regulations (including observer rights at any hearings); and (ii) the right to appeal to the *CAS* against decisions taken under those regulations (including, without limitation, decisions under the regulations not to pursue a particular matter). For these purposes, a failure to take any action within a three-month period shall be deemed a decision not to pursue a matter.
 - (c) Where the same conduct could be pursued as a breach of these *Regulations* or as a breach of the regulations of a *Continental Federation* and/or *National Association*, the *FIH* shall decide whether it or the *Continental Federation* or the *National Association* (as applicable) should pursue the matter.



ARTICLE 3 – BREACHES OF THESE REGULATIONS

Each of the following, when committed by a *Covered Person* (whether directly or indirectly), shall constitute a breach of these *Regulations* by that *Covered Person*:

3.1 Betting

Betting in relation to:

- (a) any *Event*, whether or not the *Covered Person* is directly participating in that *Event*; or
- (b) any multi-sport *Event* (e.g., Olympic Games) in which he is a participant.

3.2 Manipulation of Events

An intentional arrangement, act or omission aimed at an improper alteration of the result or the course of any *Event* in order to remove all or part of the unpredictable nature of such *Event* with a view to obtaining an undue *Benefit* for oneself or for others.

3.3 Corrupt conduct

Providing, requesting, receiving, seeking, or accepting a *Benefit* related to the manipulation of an *Event* or any other form of corruption. Without limiting the generality of the foregoing, this includes:

- (a) fixing or contriving in any way or otherwise improperly influencing (or being a party to the fixing, contriving or other improper influencing of) the result, progress, outcome, conduct or any other aspect of an *Event*;
- (b) ensuring the occurrence of a particular incident in an *Event*, which occurrence is to the *Covered Person's* knowledge the subject of a *Bet* and for which he or another *Person* expects to receive or has received a *Benefit*;
- (c) failing to perform to the best of one's abilities in an *Event*, in return for a *Benefit* or the expectation of a *Benefit* (irrespective of whether such *Benefit* is in fact given or received) or further to another agreement with a third party;
- (d) seeking, accepting, offering, or agreeing to accept or offer, a bribe or other *Benefit* to fix or contrive in any way or otherwise to influence improperly the result, progress, outcome, conduct or any other aspect of an *Event* (irrespective of whether such bribe or other *Benefit* is in fact given or received); and/or
- (e) providing, offering, giving, requesting or receiving any *Benefit* in circumstances that the *Covered Person* knew or should have known could undermine public confidence in the integrity of any *Event* or the sport of *Hockey* generally (irrespective of whether such gift or other *Benefit* is in fact given or received).

3.4 Inside Information

- (a) Using *Inside Information* for the purposes of *Betting*, manipulating *Events* or any other corrupt purposes, whether such use is by the *Covered Person* or via another *Person* and/or entity.
- (b) Disclosing *Inside Information* to any *Person* and/or entity, with or without *Benefit*, where the *Covered Person* knew or should have known that such disclosure might lead to the information being used for the purposes of *Betting*, manipulating *Events* or any other corrupt purposes.



- (c) Giving and/or receiving a *Benefit* for the provision of *Inside Information* regardless of whether any *Inside Information* is actually provided.

3.5 Failure to report

Failing to report to the *FIH* (whether by confidential email to whistleblowing@fih.ch or otherwise), at the first available opportunity, full details of the *Covered Person's* knowledge of:

- (a) any approaches or invitations received by the *Covered Person* to engage or be involved in any way in conduct that would amount to a breach of these *Regulations*; and/or
- (b) any incident, fact or matter that comes to the attention of the *Covered Person* (or of which he ought to have been reasonably aware) that might evidence a breach of these *Regulations* by another *Covered Person* (including, without limitation, any approaches or invitations received by other *Covered Persons* to engage or be involved in any way in conduct that would amount to a breach of these *Regulations*).

3.6 Failure to cooperate

- (a) Failing to cooperate with any investigation carried out by (or on behalf of) the *FIH* in relation to a possible breach of these *Regulations*, including (without limitation) failing to comply with any *Demand* and/or otherwise failing to provide accurately, completely and without undue delay any information and/or documentation and/or access or assistance requested by (or on behalf of) the *FIH* as part of such investigation.
- (b) Obstructing or delaying any investigation that may be carried out by (or on behalf of) the *FIH* in relation to a possible violation of these *Regulations*, including without limitation concealing, tampering with or destroying any documentation or other information that may be relevant to the investigation.

3.7 Other breaches

Committing any act not otherwise prohibited under these *Regulations* that amounts to a breach of any applicable criminal or other law or regulation where such breach could undermine public confidence in the integrity of an *Event* or the sport of *Hockey* generally.

3.8 Attempt or agreement to breach, or other involvement in breach

Where a *Covered Person*:

- (a) attempts or agrees with any other *Person* to engage in conduct (whether by act or omission) that would culminate in a violation of these *Regulations* (unless the *Covered Person* renounces his attempt or agreement prior to it being discovered by a third party not involved in the attempt or agreement);
- (b) solicits, induces, instructs, persuades or encourages any *Person* to engage in conduct (whether by act or omission) that would amount to a breach of these *Regulations* if committed by the *Covered Person* himself; and/or
- (c) authorises, causes, or knowingly assists, encourages, aids and abets, covers up, or is otherwise complicit in, any act or omission by any *Person* that would amount to a breach of these *Regulations* if committed by the *Covered Person* himself;

the *Covered Person* shall be treated as if he committed such act or omission, whether or not such an act or omission in fact resulted in a violation and whether or not the violation was committed deliberately or negligently, and he shall be liable accordingly under these *Regulations*.



3.9 Irrelevant matters

The following matters are not relevant to the determination of a breach of these *Regulations*:

- (a) Whether or not the *Covered Person* actually participated, or was assisting an *Athlete* who participated, in the specific *Event* in question.
- (b) The outcome of the *Event* on which the *Bet* was made.
- (c) Whether or not any *Benefit* or other consideration was actually given or received;
- (d) The nature or outcome of any *Bet* in issue.
- (e) Whether or not the *Covered Person's* efforts or performance (if any) in any *Event* in issue were (or could be expected to be) affected by the act(s) or omission(s) in question.
- (f) Whether or not the result or any other aspect of the *Event* in issue was (or could have been expected to be) affected by the act(s) or omission(s) in question.
- (g) Whether or not the manipulation of any *Event* or other corrupt conduct included a violation of a technical rule of the *FIH* or any *Continental Federation* or *National Association*.
- (h) Whether or not the *Event* was attended by a representative of the *FIH* or any *Continental Federation*, *National Association* or other competent *Sports Organisation*.

ARTICLE 4 – INVESTIGATING POTENTIAL BREACHES

- 4.1 Any allegation or suspicion of a breach of these *Regulations* shall be reported to the *FIH* (whether by confidential email to whistleblowing@fih.ch or otherwise) for investigation and possible charge and/or for referral to criminal and/or other competent authorities. The *FIH* will facilitate anonymous reporting as appropriate.
- 4.2 The *FIH* may take all practical steps within its power to prevent and investigate corrupt practices undermining the integrity of the sport of *Hockey*, including:
 - (a) monitoring *Betting*, including monitoring any irregular *Betting* patterns that might occur;
 - (b) establishing means for the receipt of third party information on a confidential basis (for example, by establishing an information 'hot-line');
 - (c) establishing effective channels for cooperation (including but not limited to the exchange of intelligence and information) between the *FIH* and other competent authorities (including national and international criminal, administrative, professional and/or judicial agencies) in relation to the investigation and prosecution of conduct that is prohibited under these *Regulations* and/or under other applicable laws or regulations; and
 - (d) exchanging information with other *Sports Organisations* in relation to corruption in sport.
- 4.3 The *FIH* may conduct an investigation into the activities of any *Covered Person* that it believes might have committed a breach of these *Regulations* and may appoint one or more *Persons* to act on its behalf for this purpose. Such investigation may be conducted in conjunction with relevant competent national or international authorities (including criminal, administrative, professional and/or judicial authorities) and the *FIH* shall have discretion, where it deems it appropriate, to coordinate and/or stay its own investigation pending the

outcome of investigations conducted by other competent authorities. All *Covered Persons* (whether the subject of an investigation or a potential witness/provider of information relevant thereto) must cooperate fully with such investigations. Any failure to do so may be treated as a breach of Article 3.6 these *Regulations*.

- 4.4 Where the *FIH* suspects that a *Covered Person* has committed a breach of these *Regulations*, and/or has information about a potential breach of these *Regulations* by another *Covered Person*, it may make a written demand (a "**Demand**") to him for information relating to the suspected breach including but not limited to (i) copies of or access to documents, electronic files, and/or other records (including without limitation access to *Betting* account numbers and information, itemised telephone bills, bank statements, internet service records, computers, hard drives and other electronic information storage devices), (ii) a written statement from the *Covered Person* setting out in detail all of the facts and circumstances of which he is aware, and/or (iii) attendance of such *Covered Person* at an interview. Once any such *Demand* has been issued, and subject to any applicable law, the *Covered Person* shall cooperate fully with such *Demand* (and shall be under an ongoing duty to cooperate fully with any *Demands* issued by the *FIH*), including by furnishing such information within such reasonable period of time as may be determined by the *FIH*. Any interview shall be at a time and place to be determined by the *FIH*, and the *Covered Person* shall be given reasonable notice in writing of the requirement to attend. Interviews may be recorded and/or transcribed and the *Covered Person* shall be entitled to have legal counsel and an interpreter present.
- 4.5 For the avoidance of doubt, the *FIH* shall be entitled to issue a *Demand* whenever it considers necessary, including during its initial investigation or at any point after a *Notice of Charge* has been issued. In addition, after a *Notice of Charge* has been issued, the *Disciplinary Commissioner* may exercise the power provided under Article 4.4 to issue a *Demand*.
- 4.6 The *FIH* will use information obtained through a *Demand* only for the purposes of enforcement of these *Regulations* and will keep it strictly confidential, save to the extent disclosure is necessary for such enforcement, is expressly permitted under this *Regulations*, or is required by law.
- 4.7 Each *Covered Person* shall be deemed to have agreed, for the purposes of applicable data protection laws and other laws, for the purposes of a waiver of rights to confidentiality and/or privacy, and for all other purposes, to have consented to the collection, processing, disclosure or any other use authorised under these *Regulations* of information relating to his activities (including but not limited to telephone records, bank statements, internet service records and other personal information). He shall confirm such agreement in writing upon request.

ARTICLE 5 – COMMENCING PROCEEDINGS BEFORE THE DISCIPLINARY COMMISSIONER

- 5.1 Where the *FIH* determines that a *Covered Person* has a case to answer for breach of these *Regulations*, the *FIH* shall issue a written *Notice of Charge* to the *Covered Person* that sets out:
- (a) the specific provision(s) of these *Regulations* that the *Covered Person* is alleged to have breached;
 - (b) the facts alleged in support of such charge(s);
 - (c) the sanction(s) that the *FIH* says should be imposed under these *Regulations* if the charge(s) is/are upheld;
 - (d) the *Covered Person's* right:
 - (i) to admit the charge(s) and to accept the sanction(s) specified in the *Notice of Charge*;



- (ii) to admit the charge(s) but dispute (or seek to mitigate) the sanction(s) specified in the *Notice of Charge*, for example by offering *Substantial Assistance*, and to have the matter of sanction(s) determined by the *Disciplinary Commissioner* in accordance with Article 7 if it cannot be agreed between the parties; or
 - (iii) to dispute the charge(s) and to have the charge(s) determined (along with any sanctions, where a charge is upheld) by the *Disciplinary Commissioner* in accordance with Article 7;
- (e) the *Covered Person* must respond to the *Notice of Charge* in writing to the *FIH* within fourteen (14) days of the date of the *Notice of Charge* (or by such extended deadline as the *FIH* agrees), stating (i) whether he disputes the charge(s), and on what basis (in summary), and (ii) whether he requests a hearing before the *Disciplinary Commissioner* to have the charge(s) and (if appropriate) any sanction(s) determined; and
- (f) where applicable, the details of any provisional suspension imposed on the *Covered Person* pursuant to Article 6 pending determination of the charge(s).

5.2 No proceedings for breach of these *Regulations* may be commenced against a *Covered Person* unless the *Notice of Charge* is issued within ten years of the date on which the breach is alleged to have occurred. Provided that this time-limit is met, however, the *FIH* may temporarily suspend any proceedings brought under these *Regulations* in order to avoid the risk of prejudice to, and/or to give precedence to, investigations conducted by other competent authorities into the same or related matters.

5.3 A copy of the *Notice of Charge* will be sent to the *Covered Person's National Association* (where applicable) and the *FIH* shall be entitled thereafter to keep the *National Association* informed of the progress of the matter. The *National Association* shall be bound by the confidentiality provisions of Article 11 of these *Regulations*.

5.4 Where the *Covered Person*:

- (a) admits the charge(s) and accepts the sanction(s) specified in the *Notice of Charge*, or other sanction(s) agreed by the *FIH*; or
- (b) fails to respond by the deadline specified in the *Notice of Charge* (which failure shall be deemed to amount to (i) a waiver of his right to have the charge(s) and/or sanction(s) determined by the *Disciplinary Commissioner*; (ii) an admission of the charge(s); and (iii) an acceptance of the sanction(s) specified in the *Notice of Charge*);

the *FIH* shall issue a public notice confirming the breach(es) committed and the sanction(s) imposed, and that notice shall take effect as if it were a final decision of the *Disciplinary Commissioner* made under Article 7.11, and subject to appeal under Article 9. Alternatively, where it sees fit (such as where the *FIH* has specified a range of potential sanction(s) in the *Notice of Charge*), the *FIH* may refer the matter to the *Disciplinary Commissioner* to determine the sanction(s) to be imposed in accordance with Articles 7 and 8.

5.5 Where the *Covered Person* disputes the charge(s) and/or requests that the sanction(s) be determined by the *Disciplinary Commissioner*, the matter shall be referred to the *Disciplinary Commissioner* for determination in accordance with Article 7.

5.6 The *FIH* may amend the *Notice of Charge* at any time with the permission of the *Disciplinary Commissioner*. The *Covered Person* who is the subject of the *Notice of Charge* shall be afforded a fair opportunity to respond to any such amendments.

ARTICLE 6 – PROVISIONAL SUSPENSION

- 6.1** In any case where the *FIH* issues a *Notice of Charge*, it shall have discretion to impose a provisional suspension on the *Covered Person* in question pending determination of the charge(s) by the *Disciplinary Commissioner*. The provisional suspension may be imposed when the *Notice of Charge* is issued or at any time thereafter.
- 6.2** The provisional suspension shall be effective from the date that it is notified to the *Covered Person*, and it may be made public (including by posting a notice on the *FIH*'s website) at any time after such notification. During the period of provisional suspension, the *Covered Person* may not participate (or, in the case of an *Athlete Support Person*, assist an *Athlete* who is participating) in any manner or capacity in any *Event*, or hold any position (or have any dealings with the *FIH*) as an *Official*.
- 6.3** A *Covered Person* who is provisionally suspended has the right:
- (a) to apply to the *Disciplinary Commissioner* for an order lifting the provisional suspension. On such application, it shall be the *FIH*'s burden to establish that (i) there is a reasonable prospect that the charge(s) will be upheld; and (ii) in such circumstances, there is a real risk that the integrity of the sport could be seriously undermined if the *Covered Person* was not provisionally suspended. The *Disciplinary Commissioner* shall determine the procedure to be followed on such application (including whether to convene a hearing or to determine the application on the papers), provided always that the parties are afforded a fair and reasonable opportunity to present their evidence and to make submissions to the *Disciplinary Commissioner*. Notice of the *Disciplinary Commissioner*'s decision on the application shall be sent to the individuals to whom notice of the original imposition of the provisional suspension was sent. There shall be no appeal from the *Disciplinary Commissioner*'s decision; and, in any event,
 - (b) to have the proceedings expedited so that the charge(s) against him is/are determined as quickly as possible, consistent with the requirements of due process.
- 6.4** A *Covered Person* who receives a *Notice of Charge* that does not include the imposition of a provisional suspension may at any time notify the *FIH* that he will accept a voluntary provisional suspension pending determination of the charge(s) against him. Such voluntary provisional suspension will come into effect, for purposes of Article 8.1(c), only upon receipt by the *FIH* of written confirmation of the *Covered Person*'s acceptance of the provisional suspension.
- 6.5** No admission may be inferred, or other adverse inference may be drawn, from (a) a *Covered Person*'s failure to challenge a provisional suspension; or (b) a *Covered Person*'s acceptance of a voluntary provisional suspension. However, in accordance with Article 8.1(d), any period of provisional suspension served (whether voluntarily or otherwise) shall be credited against any period of ineligibility subsequently imposed on the *Covered Person*.

ARTICLE 7 – PROCEEDINGS BEFORE THE DISCIPLINARY COMMISSIONER

- 7.1** Where a matter is referred to the *Disciplinary Commissioner* for determination under these *Regulations*, he may either determine the matter alone or he may co-opt two other suitably qualified and independent and impartial persons to form a tribunal with him, which he will chair, to hear and determine the matter. References in these *Regulations* to the *Disciplinary Commissioner* shall encompass references to such tribunal, where appointed.
- 7.2** The *Disciplinary Commissioner* shall act independently and impartially at all times. He shall have had no prior involvement with the case.
- 7.3** The *Disciplinary Commissioner* shall determine the procedure to be followed in any matter referred to him under these *Regulations*. Such procedure must respect (a) the express



requirements of these *Regulations*, and (b) the rights of the parties to present their cases, including being given notice of and a fair opportunity to address the case asserted against them, the right to present evidence in support of their case and to challenge evidence presented against them, and the right to a timely, reasoned decision. For example, the *Disciplinary Commissioner* may issue directions as to the date(s) of any hearing, and deadlines for any pre-hearing submissions to be filed and/or others steps to be taken by the parties in preparation for such hearing.

- 7.4 Hearings will be held at a venue chosen by the *Disciplinary Commissioner*. Unless the parties and the *Disciplinary Commissioner* agree otherwise, hearings will be conducted in English. The parties may be legally represented (at their own expense) at any hearing. Where two or more *Covered Persons* are charged under these *Regulations* in relation to the same incident or set of facts or other related matters, the proceedings against the *Covered Persons* may be consolidated for purposes of hearing and determination.
- 7.5 The *FIH* shall have the burden of establishing that a breach of these *Regulations* has been committed. The standard of proof in all matters under these *Regulations* is the balance of probabilities.
- 7.6 Where the *Covered Person* alleges that specific facts or circumstances afford him a defence or some other right or benefit under these *Regulations*, he shall have the burden of proving such facts or circumstances on the balance of probabilities.
- 7.7 The *Disciplinary Commissioner* shall not be bound by judicial rules governing the admissibility of evidence. Instead, facts may be established by any reliable means, including (without limitation) witness evidence, expert reports, and documentary evidence.
- 7.8 The *Disciplinary Commissioner* may accept any facts established by a decision of a court or professional disciplinary tribunal of any competent jurisdiction that is not subject to a pending appeal as irrefutable evidence against the *Covered Person* to whom the decision relates, unless the *Covered Person* establishes that the decision violated the principles of natural justice.
- 7.9 The *Disciplinary Commissioner* may draw an adverse inference against any *Covered Person* who (a) fails to comply with *Demand*; (b) fails to appear in front of the *Disciplinary Commissioner* if requested to do so a reasonable time in advance of the hearing; or (c) fails to answer any question(s) put to him in the hearing.
- 7.10 Once the parties have made their submissions, the *Disciplinary Commissioner* shall determine whether a breach has been committed. Where the *Disciplinary Commissioner* determines that a breach has been committed, he shall also determine the appropriate sanction(s) in accordance with Article 8, after considering any submissions on the subject made by the parties.
- 7.11 The *Disciplinary Commissioner* shall issue a decision in writing to the parties as soon as reasonably practicable, setting out (with reasons):
- (a) the *Disciplinary Commissioner's* findings as to whether any breach has been committed;
 - (b) the *Disciplinary Commissioner's* findings as to what sanctions, if any, are to be imposed; and
 - (c) the date that any period of ineligibility imposed shall commence.
- 7.12 A copy of the decision will be sent to the *Covered Person's National Association* (where applicable). The decision may be made public upon receipt, including by posting a copy on the *FIH's* website.

ARTICLE 8 – SANCTIONS

8.1 Ineligibility

- (a) If the *Disciplinary Commissioner* upholds a charge, he shall impose a period of ineligibility on the *Covered Person* of a minimum of a warning and a maximum of a life ban. He shall fix the period of ineligibility within that range based on his assessment of what is proportionate in all of the facts and circumstances of the case, taking into account in particular (i) the nature of the breach(es), (ii) the degree of culpability of the *Covered Person*, (iii) the harm that the breach(es) has/have done to the sport, (iv) the need to deter future breaches, and (v) any specific aggravating or mitigating factors.
- (b) Aggravating factors may include (without limitation):
- (i) the age or experience or position of trust or authority of the *Covered Person* (e.g., as captain of the team);
 - (ii) the *Covered Person's* previous disciplinary record, including in particular any prior breaches of these *Regulations* or similar offences;
 - (iii) any finding that the *Covered Person* breached more than one Articles of these *Regulations* or breached the same Article more than once;
 - (iv) any finding that the *Covered Person* received or expected to receive a significant *Benefit* as a result of his breach;
 - (v) any finding that the *Covered Person's* breach affected or had the potential to affect the course or outcome of an *Event*;
 - (vi) any finding that the breach was part of a broader scheme involving other *Covered Persons*;
 - (vii) the *Covered Person's* deceptive and/or obstructive behaviour during the course of the *FIH's* investigation and/or the proceedings before the *Disciplinary Commissioner*, such as providing no (or incomplete or inaccurate) information in response to questions or requests for information, or pursuing frivolous arguments or defences; and/or
 - (viii) a lack of remorse on the part of the *Covered Person* (including, for example, refusing to take part in anti-corruption educational programs organised by the *FIH*).
- (c) Mitigating factors may include (without limitation):
- (i) the youth or inexperience of the *Covered Person* and/or any finding that he was taken advantage of by more experienced or more senior *Covered Persons*;
 - (ii) the *Covered Person's* good previous disciplinary record;
 - (iii) any finding that the *Covered Person* did not receive or expect to receive any significant *Benefit* as a result of his breach(es);
 - (iv) any finding that the *Covered Person's* breach(es) did not affect or have the potential to affect the course or outcome of an *Event*;
 - (v) the *Covered Person's* timely admission of a violation when confronted with the alleged breach(es);

- (vi) the *Covered Person's* cooperative behaviour during the course of the *FIH's* investigation and/or the proceedings before the *Disciplinary Commissioner*, such as providing information requested on a timely and complete basis, and/or volunteering information;
 - (vii) the *Covered Person's* provision of *Substantial Assistance* (provided that the extent of the mitigation will depend mainly on the extent to which the *Substantial Assistance* enabled the *FIH* or other relevant authority to establish other breaches of these *Regulations* or other applicable laws or regulations); and
 - (viii) the *Covered Person* displaying remorse (including, for example, by agreeing to take part in anti-corruption educational programmes organised by the *FIH*).
- (d) The period of ineligibility imposed under Article 8.1(a) shall commence on the date it is imposed by the *Disciplinary Commissioner*, but the *Covered Person* shall be given credit for any period of provisional suspension that he has served (voluntarily or otherwise).
 - (e) Where he sees fit, the *Disciplinary Commissioner* may suspend the implementation of all or part of any sanction(s) imposed for so long as specified conditions are satisfied.
 - (f) During the period of ineligibility, the *Covered Person* may not participate in, assist an *Athlete* who is participating in or be involved in any manner or capacity in any *Event* or other *Hockey-related* activity or hold any position (or have any dealings with the *FIH*) as an *Official* (save that at the *FIH's* invitation he may attend an *Event* in an educational capacity as part of anti-corruption programme organised by the *FIH*). *Athletes* and *Athlete Support Personnel* may not work or train with anyone participating (or assisting an *Athlete* who is participating) in any *Event*.
 - (g) If a *Covered Person* breaches Article 8.1(f), the period of ineligibility originally imposed in accordance with these *Regulations* shall recommence from the date of such breach (disregarding the period of ineligibility served prior to such breach) and (where applicable) he shall be immediately disqualified from the relevant *Event*.
 - (h) These *Regulations* shall continue to apply to any ineligible *Covered Person* and separate proceedings may be brought against the *Covered Person* under these *Regulations* for any breach committed during the period of ineligibility.

8.2 Power to fine and order reimbursement

The *Disciplinary Commissioner* may also impose a fine on the *Covered Person* in an amount proportionate to the seriousness of the breach (but any fine imposed shall not be less than CHF 500, nor more than CHF 50,000 or the value of any *Benefit* received by the *Covered Person*, directly or indirectly, as a result of his breach of these *Regulations*, whichever is greater) and/or order of reimbursement or restitution.

8.3 Costs

The *Disciplinary Commissioner* has a discretion to direct all or part of the costs of the proceedings incurred by any party to be paid as he thinks fit, including that all or part of the costs incurred by the *Covered Person* be paid by the *FIH*. The *Disciplinary Commissioner* may order the *Covered Person* to pay all or part of the costs of the proceedings (including the staging of the hearing and any legal, expert, travel, accommodation or other costs incurred by the parties) and/or of the costs incurred by the *FIH* in investigating the matter and pursuing the case against the *Covered Person* and/or the costs incurred by the *Disciplinary Commissioner* (and any panel members he might co-opt to form a tribunal) in hearing and determining the matter. If the *Disciplinary Commissioner* does not exercise that power, the *FIH* will pay the costs incurred by the *Disciplinary Commissioner* (and any panel members he

might co-opt to form a tribunal) and of staging the hearing (as applicable), and each party will bear its own costs (legal, expert, travel, accommodation or otherwise).

8.4 Disqualification of Results

For the avoidance of doubt, the *Disciplinary Commissioner* shall have no jurisdiction to adjust, reverse or amend the results of any *Event*. If he finds that two or more *Covered Persons* combined to breach these *Regulations* in connection with an *Event*, and so tainted the results of such *Event*, he shall refer the matter to the *Executive Board*, which shall have discretion to disqualify the results, deduct points, or take such other remedial measure as it sees fit.

8.5 Additional sanctions for Officials

In respect of *Officials*, and in addition to the sanctions set out above, the *Disciplinary Commissioner* shall also have the power to:

- (a) recommend to the *Executive Board* that an *FIH* director be removed from office;
- (b) suspend an *Official* from carrying out activities on behalf of the *FIH* or any *Continental Federation/National Association* for a specified period;
- (c) suspend an *Official* from participating and/or attending in any capacity any *Events* organised by (or on behalf of) the *FIH* or any *Continental Federation/National Association* for a specified period; and/or
- (d) such other sanction(s) as may be deemed appropriate.

8.6 Reinstatement

- (a) A *Covered Person* who is serving a period of ineligibility for breach of these *Regulations* may apply to the *Executive Board* for early reinstatement of his eligibility on the basis of new mitigating circumstances, such as his provision of *Substantial Assistance* after the decision imposing the original period of ineligibility. The *Executive Board* shall have absolute discretion whether or not to grant such early reinstatement.
- (b) In any event, even if his period of ineligibility has expired, a *Covered Person* may not participate in any manner or capacity in any *Event* (or otherwise act as or have any dealings with the *FIH* as an *Official*) until he has paid in full any fine and/or costs that he is ordered to pay under these *Regulations* unless the *FIH* (in its absolute discretion) waives such amounts or agrees (and the *Covered Person* complies with the terms of) an instalment plan for the payment of such amounts).

ARTICLE 9 – APPEALS

- 9.1** Final decisions of the *Disciplinary Commissioner* determining charges and/or imposing sanctions under these *Regulations* may be appealed by any party to the proceedings in question solely to the *CAS*.
- 9.2** To be admissible, the appeal must be filed with the *CAS* in writing within twenty-one (21) days of the appealing party's receipt of the decision.
- 9.3** The decision, including any sanction(s) imposed, shall remain in effect while the appeal is pending, unless the *CAS* directs otherwise.
- 9.4** To be admissible, the appeal must be filed with the *CAS* in writing within twenty-one days (21) days of the appealing party's receipt of the written, reasoned decision in question.

- 9.5 Pending the resolution of the appeal by the CAS, the decision being appealed (including any sanction(s) imposed) will remain in full force and effect unless the CAS orders otherwise.
- 9.6 The appeal proceedings will be conducted in English and the procedure will be governed by the procedural rules in these *Regulations* as well as the CAS Code of Sports-related Arbitration. The substantive issues on appeal will be governed by these *Regulations* (and any other applicable *FIH* regulations and/or guidelines), and subsidiarily by Swiss law.
- 9.7 Decisions of the CAS on the appeal shall be final and binding on all parties and on all *Continental Federations* and *National Associations*, and may not be appealed or otherwise challenged in any forum or on any grounds except as set out in Chapter 12 of Switzerland's Federal Code on Private International Law.

ARTICLE 10 – RECOGNITION OF DECISIONS

- 10.1 All *Continental Federations* and *National Associations* shall comply with, recognise and take all necessary and reasonable steps within their powers to enforce and give effect to these *Regulations* and to all decisions and sanctions (including provisional suspensions) imposed hereunder.
- 10.2 The *FIH* and all *Continental Federations* and *National Associations* shall recognise and take all necessary and reasonable steps within their powers to enforce and give effect to all decisions taken under the regulations of a *Continental Federation* or *National Association* adopted in accordance with Article 2.8 of these *Regulations*.
- 10.3 The *FIH*, *Continental Federations* and *National Associations* shall recognise, respect and give effect to final decisions taken by other *Sports Organisations* in accordance with the *Code*. Such recognition shall be without prejudice to the *FIH's* right to seek further sanctions against the *Covered Person* beyond the sanctions imposed by the other *Sports Organisation*, in accordance with these *Regulations*.

ARTICLE 11 - CONFIDENTIALITY

- 11.1 Proceedings under these *Regulations* are confidential, save as expressly permitted under these *Regulations*, as required in order to enforce its terms, and/or as required by law.
- 11.2 The *FIH* may disclose information obtained in investigations and proceedings under these *Regulations* (a) to third parties as necessary to facilitate the application or enforcement of these *Regulations* and/or to achieve the underlying objective to protect the integrity of *Hockey*; and/or (b) to other competent authorities, where such information might also relate to possible breaches of laws or regulations under the jurisdiction of such authorities. It may also use such information as the basis for the investigation of any further breaches of these *Regulations* or any other *FIH* rules or regulations.
- 11.3 The *FIH* will not comment on the specific facts of a pending case (as opposed to general description of the process) except in response to public comments attributed to the *Covered Person* in question or his representative(s).
- 11.4 Even after publication of any decision in proceedings under these *Regulations*, the other elements of the case record shall remain confidential, save where the parties agree otherwise.

ARTICLE 12 - MISCELLANEOUS

- 12.1 If any part of these *Regulations* is ruled to be invalid, unenforceable or illegal for any reason, that part will be deemed deleted, and the rest of these *Regulations* will remain in full force and effect.
- 12.2 These *Regulations* are governed by Swiss law.

- 12.3** None of the *FIH* (including its officers, members and employees), the *Disciplinary Commissioner* (and any panel members he may co-opt) or the *CAS* arbitrators shall be liable to any *Person* howsoever for any act or omission in connection with any investigation or proceeding under these *Regulations* save where the act or omission is shown by that *Person* to constitute conscious and deliberate wrongdoing committed by the individual or entity alleged to be liable.
- 12.4** If any matter arises that relates in any way to these *Regulations* for which there is no provision in these *Regulations* or any other *FIH* regulations then the *FIH* may take such action as it considers appropriate in the circumstances in accordance with general principles of natural justice and fairness.

APPENDIX 1 - DEFINITIONS

"Associated Company" means any affiliate or subsidiary company of the *FIH*.

"Athlete" has the meaning set out in Article 2.1(a).

"Athlete Support Person(nel)" has the meaning set out in Article 2.1(b).

"Benefit" means the direct or indirect receipt or provision of money or the equivalent such as, but not limited to, bribes, gains, gifts and other advantages including, without limitation, winnings and/or potential winnings as a result of a wager; the foregoing shall not include official prize money, appearance fees or payments to be made under sponsorship or other contracts.

"Bet or Betting" means any wager of a stake of monetary value in the expectation of a prize of monetary value, subject to a future and uncertain occurrence related to any *Event* anywhere in the world (for the avoidance of doubt, this definition is restricted to the sport of *Hockey*).

"CAS" means the Court of Arbitration for Sport in Lausanne, Switzerland.

"CEO" means the Chief Executive Officer of the *FIH* referred to in Article 8.2 of the *Statutes*.

"Code" has the meaning set out in Article 1.1.

"Congress" means the Congress of the *FIH* referred to in the *Statutes*.

"Continental Federations" means the continental federations referred to in the *Statutes*.

"Covered Person" has the meaning set out in Article 2.1.

"Demand" has the meaning set out in Article 4.4.

"Disciplinary Commissioner" means the person appointed by the *Executive Board* pursuant to the *Statutes*.

"Effective Date" has the meaning set out in Article 1.3.

"Event" means any competition, tournament, match or event organised in accordance with the rules of the *FIH* or any of its affiliated organisations including any of its *Continental Federations* or *National Associations* and any national sports federations of National Olympic Committees, or, where appropriate, in accordance with the rules of any other competent *Sports Organisation*. For the avoidance of doubt, this definition includes *International Events*.

"Executive Board" means the Executive Board of the *FIH* referred to in Article 7 of the *Statutes*.

"Hockey" means the game of hockey, including both field and indoor hockey and other derivatives of the game as decided from time to time by the *Executive Board*.

"Inside Information" means information relating to any *Event* that a *Covered Person* possesses by virtue of his position in relation to *Hockey* or any *Event*, excluding any information already published or common knowledge, easily accessible to interested members of the public or disclosed in accordance with the rules and regulations governing the relevant *Event*.

"International Event" means any competition, tournament, match or event organised or sanctioned by (or on behalf of) the *FIH*.

"Judicial Commission" means the commission established under the *Statutes*.

"National Associations" means the national governing bodies of *Hockey* that are members of the *FIH*.

"Notice of Charge" means the written notice referred to in Article 5.1 of these *Regulations*.

"President" means the president of the *FIH* referred to in Article 8.1 of the *Statutes*.

"Official" has the meaning set out in Article 2.1(c).

"Person" means natural persons, bodies corporate and unincorporated associations and partnerships (whether or not any of them have separate legal personality).

"Regulations" means these Anti-Corruption Regulations, as amended by the *Executive Board* from time to time.

"Sports Organisation" means the International Olympic Committee, all international federations, national Olympic committees, and their respective members at the continental, regional and national-level, as well as any other organisations recognised by the International Olympic Committee.

"Substantial Assistance" means (a) the *Covered Person's* provision to the *FIH* of truthful, accurate and complete information about potential breaches of these *Regulations* and/or other similar laws or regulations of which the *Covered Person* has knowledge; and (b) full cooperation with the investigation and prosecution (whether by the *FIH* or by another body, including a criminal or regulatory body) of such breaches, including (without limitation) by testifying at a hearing if required to do so.

"Statutes" means the Statutes of the *FIH* adopted by *Congress* from time to time.