

**INTERNATIONAL
HOCKEY
FEDERATION**

GIFTS & HOSPITALITY POLICY

With effect from 16 March 2019



1. Introduction

- 1.1 Article 1.4 (e) of the *FIH Statutes* provides it is an object of the FIH to preserve the integrity of the sport.
- 1.2 FIH recognises that National Associations, service providers and other stakeholders might from time to time offer gifts and other Benefits to *FIH Officials*. Article 13.1 of the *FIH Integrity Code*, states that an *FIH Official* shall not take or omit to take any action in furtherance of an offer, payment, promise to pay, or authorization of the payment of money or giving of anything of value, either directly or indirectly, to any third party while knowing that all or some portion of the item of value will be offered, given or promised to anyone to improperly influence any action or decision, to obtain or retain business or otherwise to secure any improper advantage.

2. Purpose

- 2.1 This document sets out FIH policy on giving and accepting *Gifts* and *Hospitality*, and details responsibilities and procedures for the authorization and recording of such instances.

3. Application

- 3.1 This policy is applicable to *FIH Officials* (as defined in art. 3.1 of the *FIH Integrity Code*).
- 3.2 An *FIH Official* must comply with the Gift & Hospitality Policy in order to:
 - i. Prevent actions giving rise to the perception that the interests of the FIH are being compromised by giving or accepting Gifts or Hospitality which is unreasonable or disproportionate;
 - ii. ensure compliance with the Integrity Code (in particular the rules relating to bribery and anti-corruption) and with applicable laws.
 - iii. Prevent bringing the FIH or Hockey into disrepute.

4. Definitions

- 4.1 The capitalized words and phrases used in this Policy shall have the meanings specified in the FIH Statutes and the FIH Integrity Code and other FIH Regulations, unless specified otherwise. Other words and phrases shall have the following meaning:

“Customary Standard” means that the Gift is consistent with the value of gifts typically exchanged between representatives of organizations as a matter of custom and protocol in the host country (or the country of the person offering the Gift). The Gift should have a symbolic or trivial value, which is open to a certain degree of interpretation based on specific local and regional circumstances, it constitutes a globally applicable maximum limit in respect of the kind of Gift that may be given or accepted. In any event, the Gift must always comply with the other criteria in this Policy in order not to violate the Integrity Code. In terms of Hospitality, it means it is consistent with a day or part of a day at a sporting, cultural, entertainment, conference, convention or other event, including a ticket or accreditation, local transportation to and from the event, and meals throughout the day that is the prevailing standard in the host country.

"Gift" means an item for use (such as jewellery) or advantage (such as facilitating attendance at a business course or provision of a language course) by himself or his immediate family (being a partner/spouse, parent, sibling, child or dependent).

"Gift and Hospitality Register" means the information compiled by the chair of the FIH Governance Panel of all Gifts and Hospitality offered or received by FIH Officials over the value of CHF 200 (CHF 350 for FIH CEO and President). Said item must be disclosed to, and recorded and approved by the chair of the FIH Governance Panel. If it is not approved by the chair of the FIH Governance Panel, it must be withdrawn or returned. The Chair of the FIH Governance Panel will view and maintain the Gift and Hospitality Register on behalf of the FIH

“Hospitality” means providing or arranging for the provision of food and drink and/or attendance at events, shows, dinners, conferences or other events, including providing or arranging related accommodation and/or transportation for himself or his immediate family (being a partner/spouse, parent, sibling, child or dependant).

“Integrity Code” means the *FIH Integrity Code*, as amended from time to time.

5. Responsibilities of *FIH Officials*

- 5.1 An *FIH Official* should not do anything that might give the impression that he has been or might be influenced by a Gift or Hospitality to show bias for or against any person or organisation while carrying out official duties for the *FIH*.
- 5.2 An *FIH Official* must exercise his judgment to determine whether it is reasonable and proportionate to accept a Gift or Hospitality. *FIH Officials* should consider whether acceptance:
 - i. has merely symbolic or trivial value;

- ii. is likely to help business effectiveness;
- iii. places any obligation or perceived obligation on the recipient;
- iv. is frequent, lavish or prolonged;
- v. has (potential) danger of influencing the execution or omission of an act that is related to the Official activities or falls within their discretion;
- vi. does not create any conflict of interest;
- vii. is not contrary to the duties of the individual concerned;
- viii. can be justified; and
- ix. provides benefits to the *FIH* that outweigh the risk of possible misperception of the hospitality.

Accepting or giving any Gift or Hospitality or other benefits that contravene any of these criteria are prohibited.

- 5.3 Particular care must be taken in relation to Gifts offered by suppliers, other commercial partners and interested parties to influence decisions relating to the awarding of *FIH* commercial contracts, particularly for media rights, events and sponsorship.
- 5.4 Where suppliers or commercial partners have made available certain products or services to *FIH Officials* as value in kind pursuant to the terms of an approved partnership agreement, the acceptance of such products by an *FIH Official* shall be considered to comply with this policy, regardless of whether the value of the product is greater than CHF 200 (CHF 350 for *FIH* CEO and President).

6. Gifts & Hospitality Policy

- 6.1 An *FIH Official* may offer and accept reasonable, and proportionate Gifts and Hospitality of a *Customary Standard*, solely as a mark of respect or friendship.
- 6.2 An *FIH Official* may never accept or give any cash Gift (other than in connection with the legitimate reimbursement of expenses in accordance with the relevant *FIH* policy).
- 6.3 The Hospitality shown to any person accompanying an *FIH Official* shall not extend beyond the *Customary Standard*.
- 6.4 In all circumstances, any Gifts and/or Hospitality that are (individually or in aggregate) worth more than CHF 200 (CHF 350 for *FIH* CEO and President),

must be disclosed to, and recorded and approved by the chair of the FIH Governance Panel. If it is not approved, it must be withdrawn or returned.

- 6.5 The chair of the FIH Governance Panel will, with the support of the FIH office, review and maintain the *Gift and Hospitality Register* on behalf of the FIH, which will be available for review on request. It will be distributed at each Executive Board meeting.

7. Disclosure/Approval Procedure

- 7.1 For all Gifts and/or Hospitality worth more than CHF 200 (CHF 350 for FIH CEO and President), individually or aggregated, the recipient must disclose the item by completing the Gift/Hospitality Form included at Appendix 1 (as may be amended by the FIH from time to time).
- 7.2 If the Gift has been declined by the recipient, no further action is required.
- 7.3 If the Gift has been accepted by the recipient, then the form must be sent to the chair of the FIH Governance Panel to update the *Gift and Hospitality Register*. If the Gift is approved, there is no further action required. If the Gift is refused, the chair of the FIH Governance Panel decides, based on the circumstances of each case, whether the Gift must be returned with a suitably worded letter explaining why it cannot be accepted or kept in the premises of FIH.
- 7.4 The decision of the chair of the FIH Governance Panel will be communicated to the *FIH Official* in writing.

Appendix A

GIFT/HOSPITALITY FORM (Part 1)

Underline what is correct

(AUTHORISATION / OFFER ACCEPTED / OFFER DECLINED)

Name of recipient:	
Name of ultimate recipient if not as above (ie if gift or hospitality passed on to someone else):	
Description of the gift/hospitality:	
Estimated or known value:	
Date and place of offer:	
Who made the offer:	
Why the offer was made:	
Is there a current/potential contract with the donor? If yes provide details:	
Signature of recipient:	Signed: Date:

This document has to be sent as soon as possible to : *legal@fih.ch*

GIFT/HOSPITALITY FORM (Part 2)
(To be filled by GP only in the case of refusal of a gift/hospitality)

Reasons why approval has not been granted:	
Is gift being returned?	
Has the gift been used or disposed of? If so, give details:	
Has the gift been donated to a nominated charity?	
Has the Gift and Hospitality Register been updated?	
Signature of approving officer:	Signed: Date: