REGULATIONS RELATING TO UNSANCTIONED EVENTS AND TO NO-OBJECTION CERTIFICATES FOR SANCTIONED EVENTS

A Introduction

- 1. **[NA X]**"has adopted these regulations to implement and give effect to THE FIH REGULATIONS ON SANCTIONED AND UNSANCTIONED EVENTS within **[NA X]**'s jurisdiction. These *Regulations* therefore:
 - 1.1 establish a procedure for an *Event* organiser to apply to **[NA X]** to sanction that *Event*;
 - 1.2 prohibit *Athletes* and other organisations and individuals under the jurisdiction of **[NA X]** participating in *Unsanctioned Events*;
 - 1.3 establish a procedure for an Athlete whose Home National Association is [NA X] to apply to [NA X] for a No-Objection Certificate free of charge confirming that [NA X] has no objection to the Athlete participating in an Event organised or sanctioned by another National Association;
 - 1.4 prohibit an Athlete whose Home National Association is **[NA X]** participating in an Event organised or sanctioned by another National Association unless the Athlete has first obtained a No-Objection Certificate from **[NA X]**; and
 - 1.5 prohibit participation in an *Event* organised or sanctioned by **[NA X]** by an *Athlete* whose *Home National Association* is not **[NA X]** unless that *Athlete* has first obtained a *No-Objection Certificate* from his/her *Home National Association*.
- 2. Words appearing in italics bear the meaning given to them in the appendix to these regulations. The purpose and object of these regulations is to protect and advance the fundamental sporting imperatives set out in THE FIH REGULATIONS ON SANCTIONED AND UNSANCTIONED EVENTS. In the interpretation and application of these regulations, an interpretation/application that promotes the purpose and object of these regulations is to be preferred to an interpretation/application that does not promote that purpose and object. Words and phrases in italicised text are defined terms that have the meaning set out in the Appendix to these *Regulations*.
- 3. This version of these *Regulations* comes into force as of [DATE (not to be later than 1 March 2020)] (the *Effective Date*) and replace the previous version of these *Regulations* as from that date, unless a specific extension has been granted by FIH. These *Regulations* shall not have retrospective effect. The regulations that were in effect prior to the *Effective Date* shall apply in respect of any acts or omissions occurring prior to the *Effective Date*.
- 4. These *Regulations* may be amended and/or supplemented from time to time by the **[NA X]** and / or the **[NA X]** or FIH may issue further guidance as to their operation and implementation.

B. Sanctioned and Unsanctioned Events

- 1. Prohibition on participating in *Unsanctioned Events*:
 - 1.1 Organisations or individuals (including *Athletes*, technical officials, umpires, coaching or management staff) under **[NA X]**'s jurisdiction may not participate in any manner in any *Unsanctioned Event*.
 - 1.2 Any *Athlete* or other individual under **[NA X]**'s jurisdiction who is found to have participated in an *Unsanctioned Event*:

- 1.2.1 commits a breach of these Regulations and will become liable to have a sanction imposed, subject to Articles 1.2.4 and 1,2,5 below, primarily by the [NA X]'s Disciplinary procedures.
- 1.2.2 The [NA X]'s Disciplinary procedures shall determine the applicable sanction in accordance with the principle of proportionality and in consideration of all relevant circumstances of each individual case, especially the degree of fault of the offender, his / her previous record and the seriousness of the violation with regard to the objectives of these Regulations. In the determination of the sanction, the Disciplinary procedure shall also take into account the features and purpose of the unsanctioned event.
- 1.2.3 Within this framework, the **[NA X]**'s Disciplinary procedures shall, depending on the severity of the violation and considering the legitimate interests of the persons concerned:

1.2.3.1 As to an Athlete:

- i) issue a "no fault" finding for a first time breach where the Athlete participated in an event that would clearly have been sanctioned by the relevant National Association but for administrative error by the organiser of the unsanctioned event or a "warning" for a first time breach where the Athlete was reasonably aware that the event was not sanctioned (and there is no suggestion of an administrative error by the organiser) but has demonstrated that the event otherwise adhered to the objectives of FIH protected by these Regulations;
- iii) impose a warning or period of ineligibility for up to twelve months for a first time participation at an unsanctioned event where clearly the event would not have been sanctioned or where a notice was issued stating that the event was unsanctioned;
- iii) impose a warning or period of ineligibility for up to 24 months for any further participation at an unsanctioned event, where clearly the event would not have been sanctioned.
- 1.2.3.2 As to a technical official, umpire, coaching or management staff:
 - Issue a warning in case of a minor violation, which includes first time participation in an unsanctioned event which would otherwise have been sanctioned;
 - ii) Impose a period of ineligibility for up to twelve months for a first time participation at an unsanctioned event where clearly the event would not have been sanctioned or where a notice was issued stating that the event was unsanctioned;
 - iii) Impose a period of ineligibility for up to 24 months for any further participation at an unsanctioned event which would otherwise have been sanctioned:
 - iv) Impose a period of ineligibility for up to 24 months for a secondtime participation at an unsanctioned event where clearly the event would not have been sanctioned;
 - v) Impose a period of ineligibility for up to fifteen (15) years for any further participation at an unsanctioned event where clearly the event would not have been sanctioned.

- 1.2.4. If the alleged breach concerns participation in an Unsanctioned International Event the alleged breach shall be referred to the FIH CEO to refer it to the FIH *Disciplinary Commissioner*
- 1.2.5. If the alleged breach concerns participation in an Unsanctioned Domestic Event and either the [NA X]'s Disciplinary procedures are not available or the [NA X] decides for good reason to refer the alleged breach to the FIH CEO such alleged breach shall be referred to the FIH CEO to refer it to the FIH Disciplinary Commissioner,
- 1.2.6 During the period of ineligibility, the Athlete / other individual may not be selected to participate in any capacity in an International Event, and any selection made despite this prohibition will be declined by FIH or other event organiser.
- 1.3 **[NA X]** will recognise and give effect within its own jurisdiction to any restriction, exclusion or ineligibility imposed by another *National Association* on an organisation or individual under that *National Association's* jurisdiction for participating in an *Unsanctioned Event*.
- 1.4 It is a condition of eligibility for any organisation or individual from another *National Association* wishing to participate in any *Event* under **[NA X]**'s jurisdiction that the organisation or individual in question has not participated in any *Unsanctioned Event* in the twelve months prior to the *Event* in question.
- 1.5 The **[NA X]** must inform FIH, and keep FIH informed, about any investigation and decision being made by the National Association concerning any alleged breaches of these Regulations.
- 2. Applying to **[NA X]** to sanction an *Event*:
 - 2.1 In accordance with THE FIH REGULATIONS ON SANCTIONED AND UNSANCTIONED EVENTS, any *Event, except those listed in clause 2.11 below,* that is open only to teams in membership of or affiliated to **[NA X]** and that would be staged entirely within *[insert country over which NA X has jurisdiction]* must be either organised or sanctioned by **[NA X]**.
 - 2.2 Any event by a third party and / or co-organised by a third party and the [NA X] and / or an event containing any novelty in format must be submitted by [NA X] or third parties in writing with all available supportive documentation to FIH at least six months prior to the intended starting date of the event in accordance with Annex 1 of THE FIH REGULATIONS ON SANCTIONED AND UNSANCTIONED EVENTS.
 - 2.3 [[NA X] organises the *Events* listed in Part One of Appendix One, sanctions the *Events* listed in Part Two of Appendix One, and sanctions all *Events* falling within the categories listed in Part Three of Appendix One.] [if this option is used, an Appendix One must be inserted and completed. Alternatively this clause could simply give the NA the power to issue a notice to the same effect, as in clause C.2.1, below].
 - 2.4 Anyone wishing to organise an *Event* that falls within the scope of Article B.2.1 [, has not been sanctioned pursuant to clause B.2.2,] and therefore requires the express sanction of **[NA X]** must submit a written application by hand or by post [or by email] to the following address:

[NA X]	
For attention of:	

Email:	 	 	

- 2.5 The application must be submitted as soon as possible after the details of the proposed *Event* are known and must include the following information:
 - 2.5.1 The name and address and (if applicable) company registration number of the applicant (which must be the organiser of the proposed *Event*).
 - 2.5.2 The proposed name, venue(s), date(s) and format of, the proposed participants in, and the proposed technical officials and umpires for, the proposed *Event*.
 - 2.5.3 A binding, unqualified and unconditional commitment by the organiser to stage the *Event* in accordance with and subject to all applicable regulations of FIH and [NA X], and to be accountable to [NA X] for applying and enforcing those regulations in relation to all participants in the *Event*.

2.5.4 A detailed explanation of:

- a. The extent to which the proposed *Event* will contribute to the maintenance and promotion of the health, safety and welfare of *Athletes*, including by the prevention of overplaying (*Athletes* must have adequate time to rest and recover, as well as train, between *Events*).
- b. How the organiser will ensure the safety and suitability of the venue(s) intended to be used for the proposed *Event*.
- c. The extent to which the proposed *Event* may be accommodated within the existing calendar of *Events* without conflicting with or otherwise compromising (i) *Events* already in the calendar, and/or (ii) any commitments that **[NA X]** has made to any commercial partner(s).
- d. The extent to which the proposed *Event* would have any meaningful role in the promotion and development of the sport or any other charitable or benevolent purpose.
- h. Any other factor that the organiser would like **[NA X]** to take into consideration.
- 2.6 **[NA X]** may ask the applicant for any further information about the proposed *Event* that it considers relevant, and may delay further consideration of the application until that information is received.
- 2.7 [NA X] will send written notice of its decision in relation to the application to the organiser at the address specified in the application. The application may be granted or denied, or granted conditionally. In particular (but without limitation), [NA X] may specify that particular *Events* must be played in accordance with and subject to [NA X]-compliant codes of conduct, anti-corruption rules, anti-doping rules and / or other relevant rules or regulations. Where an application is granted conditionally, the proposed *Event* shall not be deemed sanctioned unless and until [NA X] confirms in writing that the organiser has demonstrated to the satisfaction of [NA X] that all of the conditions have been met.
- 2.8 An application for sanction made pursuant to this clause B.2 may not be deemed approved unless and until written notice is received from **[NA X]** that the *Event* is

- sanctioned and (if applicable) that any relevant conditions have been satisfied. The *Event* organiser should not issue any formal invitations to participate in the *Event* until such notice is received.
- 2.9 Any sanction granted by **[NA X]** pursuant to this clause B.2 shall amount solely to recognition of the *Event* as a *Sanctioned Event*, and shall not amount to or be construed as approval by **[NA X]** of any of the safety or security or other arrangements for the *Event*. Instead, those arrangements shall remain the sole responsibility of the *Event* organiser.
- 2.10 If a proposed *Event* requires **[NA X]**'s sanction under clause B.2.1 [, falls outside the scope of clause B.2.2,] and the *Event* organiser fails to obtain **[NA X]**'s sanction for the *Event* in accordance with clause B.2.7, then for purposes of these regulations and THE FIH REGULATIONS ON SANCTIONED AND UNSANCTIONED EVENTS the *Event* shall be an *Unsanctioned Event*.
- 2.11 To minimise administrative burden, the **[NA X]** may grant advance sanction to categories of *Events* meeting the relevant criteria. The following types of Event do not require formal sanctions:
 - Invitational festival type Events, whether played in 11 a side or shorter formats, whether Outdoor or Indoor, where National Representative Teams are not playing or there is no prize money involved;
 - ii. Touring matches involving university, schools or other educational establishments;
 - iii. Any practice matches before an FIH or Continental Federation competition between two teams playing in that competition. All other matches involving National Teams must be sanctioned;
 - iv. Any matches or Events involving under 18 teams that are not national U18 teams.
- 2.12 [NA X] will include details of all Events that it has sanctioned in its official fixture calendar posted on its official website, and will update that calendar regularly to ensure that it includes details of all Sanctioned Events. [NA X] shall keep a record of Events that they sanction which shall be available for inspection upon reasonable request. In the event of any uncertainty as to whether or not an Event is a Sanctioned Event or an Unsanctioned Event, clarification should be sought from [NA X] at the address set out at clause B.2.3.
- 2.13 Subject only to the right of review reserved by *FIH* to itself under THE FIH REGULATIONS ON SANCTIONED AND UNSANCTIONED EVENTS, **[NA X]**'s decision on an application for sanction of a proposed *Event* pursuant to these regulations shall be final and binding on all parties.

C. No-Objection Certificates

- 1. Prohibition on participating in certain *Events* without a *No-Objection Certificate*:
 - 1.1 An Athlete whose Home National Association is not [NA X] may not participate in an Event organised or sanctioned by [NA X] unless such Athlete holds a valid No-Objection Certificate from his / her Home National Association for that Event.

- 1.2 An organiser of an *Event* sanctioned by **[NA X]** may not permit an *Athlete* whose *Home National Association* is not **[NA X]** to play in that Event without a *No-Objection Certificate*.
- 1.3 An Athlete whose Home National Association is [NA X] who wishes to participate in an Event organised or sanctioned by another National Association must obtain a No-Objection Certificate free of charge from [NA X] in respect of that Event.
- 1.4 An *Athlete* who fails to comply with clause C.1.3 may not participate in the *Event* in question.
- 1.5 A failure to comply with this clause may result in the bringing of disciplinary proceedings and the imposition of disciplinary consequences on the *Athlete* in question under [insert ref to [NA X]'s disciplinary rules].
- 2. Obtaining a No-Objection Certificate from [NA X]
 - 2.1 [NA X] may from time to time issue a notice identifying Athletes and / or categories of Athletes who are deemed to have been given a No-Objection Certificate by [NA X] to participate in some or all Events organised or sanctioned by other National Associations.
 - 2.2 Any other Athlete whose Home National Association is **[NA X]** who wishes to participate in one or more Events organised or sanctioned by another National Association must submit a written application for a No-Objection Certificate by hand or by post [or by email] to the following address:

[NA X]	
For attention of:	
Email:	

- 2.3 The written application must be submitted as soon as possible and must include the following information:
 - 2.3.1 The name and address and contact details (phone number, email address) of the *Athlete*.
 - 2.3.2 The name, date(s) and format of each *Event* organised or sanctioned by another *National Association* in which the *Athlete* wishes to participate.
 - 2.3.3 Details of the team(s) on whose behalf the *Athlete* would be participating in the *Event(s)*, including the name of and contact details of the team manager / coach.
 - 2.3.4 Confirmation that as far as the *Athlete* is aware, his / her participation in the *Event(s)* would not clash with any commitments that he / she has made to any *National Representative Team*.
- 2.4 **[NA X]** may ask the *Athlete* for any further information about the proposed *Event* that it considers relevant, and may delay further consideration of the *Athlete*'s application until that information is received.
- 2.5 [NA X] will send written notice of its decision in relation to the application to the Athlete at the address specified in the application. The application may be granted or denied, or granted conditionally. In particular (but without limitation), [NA X] may agree to the Athlete's participation in parts of an Event as long as he / she is released from other parts of the Event for specified periods so that he /

- she can train/prepare for and / or participate in other *Events* as part of his / her *National Representative Team*.
- 2.6 An application for a *No-Objection Certificate* made pursuant to this clause C.2 may not be deemed granted unless and until written notice is received from **[NA X]** to that effect.
- 2.7 Subject only to the right of review reserved by *FIH* to itself under THE FIH REGULATIONS ON SANCTIONED AND UNSANCTIONED EVENTS, **[NA X]**'s decision on an application for a *No-Objection Certificate* pursuant to these regulations shall be final and binding on all parties.
- 2.8 For the avoidance of doubt, the prohibition on participation in an *Unsanctioned Event* means that a *No-Objection Certificate* will not in any circumstances be issued in respect of participation in an *Unsanctioned Event*.

APPENDIX - DEFINITIONS AND INTERPRETATION

A1. For the purpose of these *Regulations* the following words and expressions have the meanings set out opposite them:

Athlete Any person competing in a Hockey event

sanctioned by FIH, a CF and / or a National

Association.

Continental Federation / CF A continental federation established in

accordance with FIH Statutes.

Event Any indoor or outdoor Hockey match,

tournament, competition or other event, at whatever level played, whether international, continental, national or local, and including age-group events such as "Masters" events.

Effective Date As defined in Article A.3.

Federation / FIH The International Hockey Federation.

FIH Disciplinary Commissioner The person with that title appointed under FIH

Statutes.

Hockey The game of Hockey, including both outdoor

and indoor *Hockey* and other derivatives of the game as decided from time to time by *FIH*.

Home National Association The National Association for whose National

Representative Team the Athlete in question plays or last played or (if he / she has not yet played for any National Representative Team)

is qualified to play.

Explanatory note: If the Athlete is eligible to play for the National Representative Team of more than one National Association, but has not yet played for any of them, he / she must designate one of those National Associations for the purposes of these regulations, and that will be the National Association from whom a No-Objection Certificate must be obtained to allow him / her to play in Events

organised by another National Association.

International Event An Event in which National Representative

Teams compete, including (without limitation) Events staged as part of a multi-sport event

such as the Olympic Games.

National Association / NA A national governing body of Hockey that has

been admitted as a member of FIH.

National Representative Team A team selected to represent a National

Association, including age-group teams from

Under-16s up to "Masters".

No-Objection Certificate A document issued by an Athlete's Home

National Association, certifying that it has no objection to his/her participation in an *Event* organised or sanctioned by another *National*

Association.

Regulations These FIH REGULATIONS ON SANCTIONED

AND UNSANCTIONED EVENTS.

Sanctioned Event Any Event organised or sanctioned by the

relevant Continental Federation(s), National Association(s) and/or FIH in accordance with THE FIH REGULATIONS ON SANCTIONED AND UNSANCTIONED EVENTS, including any Event organised or sanctioned by [NA X]

pursuant to clause B.2.

Team A team consist of a maximum of sixteen

persons composed of a maximum of eleven players on the field and up to five substitutes. This may be amended by Regulation to a

maximum of eighteen players.

Unsanctioned Event Any Event that is not a Sanctioned Event.