INTERNATIONAL HOCKEY FEDERATION

INTEGRITY CODE

With effect from 18 March 2022

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A. PURPOSE, SCOPE AND APPLICATION

1. INTRODUCTION

1.1 The International Hockey Federation (***FIH***) has adopted this *Integrity Code* to establish clear integrity standards for persons involved in the activities of the *FIH*, to prohibit conduct that might undermine public confidence in the integrity of *Hockey* and/or in the uncertainty of outcome of *Events*, and to establish effective mechanisms for enforcement of this *Integrity Code* and sanctions for its breach. This *Integrity Code* sets out general obligations and anti-corruption rules that apply to all *Covered Persons* (Section C), as well as additional obligations that apply specifically to *FIH Officials* (Section D).

1.1.1 The *FIH* is committed to uphold integrity in the governance and administration of *Hockey* as a basic principle of good governance and as a fundamental precept of its autonomous role as the governing body of the sport worldwide, in the best interests of the sport and its stakeholders as a whole.

1.1.2 The *FIH* is also committed to uphold the integrity of *Hockey* on the field of play (including the protection of clean athletes and competitions as stated in the Olympic Agenda 2020). 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* agrees to respect the Olympic Movement Code on the Prevention of Manipulation of Competitions established by the IOC and requires its member *Continental Federations* and *National Associations* to do the same within their jurisdictions.

1.2 Conduct prohibited under this *Integrity Code* may also amount to a criminal offence and/or a breach of other applicable laws or regulations, including employment laws, in national jurisdictions. This *Integrity Code* is intended not to replace such laws and regulations, but to supplement them with further rules of professional conduct for those involved in the governance and administration of *Hockey*, and/or in the staging and conduct of *Events*. It operates without prejudice to such laws and regulations, and vice versa.

1.3 For the avoidance of doubt, this *Integrity Code* shall not replace or in any way affect or alter the *FIH*'s ability to pursue appropriate disciplinary action against a *Staff Member* under the terms of any employment or consultancy contract with such *Staff Member*, including to any of the *FIH*'s employment policies in force from time to time. Where conduct prohibited under this *Integrity Code* also amounts to a breach of the terms of a *Staff Member*'s employment or consultancy arrangement with the *FIH*, the *FIH* shall be entitled, at its absolute discretion, to elect only to pursue disciplinary action against such *Staff Member* pursuant to the applicable employment or consultancy contract. There shall be no requirement on the *FIH* to have first instituted, or to subsequently institute, any action under this *Integrity Code*.

1.4 This *Integrity Code* will come into full force and effect on 18 March 2022 (***Effective Date***) and will supersede any previous version as from that date. Its procedural provisions will apply to matters arising before the *Effective Date* but its substantive provisions will not, unless they are more favourable to the person(s) involved than the previous version of the Integrity Code (as applicable). This *Integrity Code* may be amended from time to time by the *Executive Board by Special Majority*.

2. INTERPRETATION

2.1 Words and phrases appearing in this *Integrity Code* in italicised text are defined terms. Unless otherwise specified, they have the meaning set out in Appendix 1 to this *Integrity Code*.

2.2 The commentary notes annotating Articles in this *Integrity Code* are to be used as a guide to the interpretation and application of this *Integrity Code*.

2.3 Unless otherwise indicated, references to Sections, Articles and Appendices are to sections, articles and appendices of this *Integrity Code*; words denoting the singular include the plural and vice versa.

2.4 Any deviation from any provision of this *Integrity Code* and/or any irregularity, omission, technicality, or other defect in the procedures followed hereunder will not invalidate any finding, procedure or decision unless it is shown to render the proceedings unreliable or to have caused a miscarriage of justice.

2.5 Any lacuna in this *Integrity Code* shall be filled, and any unforeseen circumstances arising in relation to the *Integrity Code* shall be addressed, by reference to, and in a manner consistent with, the objectives underlying this *Integrity Code*.

2.6 This *Integrity Code* sets out sporting rules and is not intended to be subjected to or limited by the requirements and legal standards applicable to criminal proceedings or employment matters. Rather, it reflects a 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* and should be respected accordingly by all outside agencies.

3. INDIVIDUALS BOUND BY THIS *INTEGRITY CODE*

3.1 This *Integrity Code* applies in its entirety to the following persons (each, an ***FIH Official***):

3.1.1 each person serving as a director (including alternate director) or officer of the *FIH* or any *Associated Company*, including (without limitation) the *President*, the *Director General*, *Executive Board* members (each, a ***Director***), and any candidates for election to the *Executive Board* (each, a ***Director Candidate***);

3.1.2 each person serving as a member of a committee, working party, panel (including, without limitation, the *Disciplinary Commissioner* and any other persons that may be co-opted by the *Disciplinary Commissioner* 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 (each, a ***Committee Member***);

3.1.3 each 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* (each, a ***Staff Member***);

> **Note:** 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 an FIH committee .

3.1.4 each 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, technical delegate, 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*; and

3.1.5 any other persons who agree in writing at the request of the *FIH* to be bound by this *Integrity Code* in its entirety.

3.2 All parts of this *Integrity Code* other than Section D apply to the following persons:

3.2.1 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***);

3.2.2 any coach, trainer, manager, agent, team staff, official, medical, paramedical personnel, parent or any other person or entity working with, treating or assisting an *Athlete* participating in or preparing for any *Event(s)* (***Athlete Support Person***);

3.2.3 any team or other entity participating in any *Event*;

3.2.4 any of the following persons (each, an ***Other Official***):

(i) each of the following persons to the extent they have any dealings or interaction of any kind with the *FIH* as a representative of a *Continental Federation* or *National Association*:

(A) 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

(B) any other persons who act, or are entitled to act, for or on behalf of *Continental Federations*/*National Associations*, including (without limitation), staff, consultants, agents and advisors;

Note: For the avoidance of doubt, this *Integrity Code* shall not apply to officers or employees of the *FIH*'s commercial partners. However, all such commercial partners are encouraged to put in place similar codes or policies based on similar principles and rules as contained in this *Integrity Code*, to be binding upon all such individuals in their dealings with the *FIH*.

(ii) any person or entity organising and/or promoting an *Event*, including any candidate/host country seeking to host or hosting an *Event* organised by the *FIH* and its local organising committee(s), and any of its officials, employees, volunteers and/or other persons entitled to act or attend an *Event* on its behalf; and

(iii) any other persons who agree in writing at the request of the *FIH* to be bound by these parts of the *Integrity Code*.

3.3 The persons covered by Articles 3.1 and 3.2 are referred to collectively in this *Integrity Code* as ***Covered Persons***. They shall be bound by this *Integrity Code* as follows:

3.3.1 *FIH Officials* shall be bound by and required to comply with this *Integrity Code*: (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 this *Integrity Code*. *FIH Officials* may from time be required to sign an acknowledgement to that effect in the form set out at Appendix 2, but they shall be bound by this *Integrity Code* whether or not they have signed such an acknowledgment. *FIH Officials* shall cease to be bound by this *Integrity Code* as of the date that they cease to perform their role and/or to conduct the activities that originally qualified them as such.

3.3.2 *Athletes* and *Athlete Support Personnel* shall be bound by, and be required to comply with, this *Integrity Code* 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 3.4, *Athletes* and *Athlete Support Personnel* shall cease to be bound by this *Integrity Code* six (6) months after their last participation in (or treatment, assistance or preparation of an *Athlete* participating in or preparing for) an *Event.*

3.3.3 *Other Officials* shall be bound by and required to comply with this *Integrity Code* at all times when they are dealing or interacting in any way with the *FIH* and at all times when they are involved in the organisation of, or participate in any capacity in, an *Event*.

3.4 A *Covered Person* will remain subject to this *Integrity Code*, and to the jurisdiction of the *FIH*, the *FIH Integrity Unit*, the *Disciplinary Commissioner*, and the *CAS* hereunder, in respect of matters occurring prior to the date that the *Covered Person* ceases to be bound by this *Integrity Code*. For the avoidance of doubt, the *FIH's* jurisdiction over a *Covered Person* under this *Integrity Code* shall apply retrospectively, surviving any purported termination of association by such *Covered Person*, whether such termination for any reason takes place before or after any investigation has been opened in relation to them and/or proceedings have been instituted against them under this *Integrity Code*. A purported termination notwithstanding, an individual previously deemed a *Covered Person* may not participate in any *Events*, or take up any position as an *FIH Official* or have any dealings with the *FIH*, until that individual has submitted themself to the investigation, and any consequent proceedings under this *Integrity Code* have been completed.

B. BODIES RESPONSIBLE FOR INVESTIGATING/PURSUING BREACHES

4. THE *FIH INTEGRITY UNIT*

4.1 The *FIH Integrity Unit* has the following responsibilities:

4.1.1 to provide assistance on integrity matters and good governance to the *FIH*;

4.1.2 to ensure *Covered Person*s are advised on the proper interpretation and application of this *Integrity Code* (and more generally to raise awareness in respect of integrity matters);

4.1.3 to monitor the development of integrity issues and recommend updates to this *Integrity Code*;

4.1.4 to appoint panels to carry out investigations into suspected breaches of the *Integrity Code*, and to prepare a *Notice of Charge* where it determines that a *Covered Person* has a case to answer for breach of the *Integrity Code*;

4.1.5 to recommend amendments to the *Integrity Code* with the Executive Board; and

4.1.6 to carry out such other responsibilities as may be allocated to it by the *FIH* from time to time.

5. OBLIGATIONS ON *CONTINENTAL FEDERATIONS/NATIONAL ASSOCIATIONS*

5.1 Each *Continental Federation*/*National Association* must adopt an integrity code substantially in the form prescribed by the *FIH* (as may be amended from time to time by the *FIH*) to govern the conduct of persons involved in the sport in its jurisdiction, and those persons participating in activities organised, convened, authorised or recognised by it or any of its member organisations or licensees, such code to take effect within the limits of its jurisdiction.

Thereafter, each *Continental Federation*/*National Association* must apply and enforce its integrity code vigorously and effectively. Any failure to do so will be assessed according to the relevant *FIH Regulations* and may be subject to sanctions.

5.2 To ensure transparency and accountability, the integrity code adopted by the *Continental Federation*/*National Association* must include provisions (in a form approved by the *Executive Board*) giving the *FIH* (a) the right to be notified and kept informed of any investigations and/or enforcement proceedings conducted under the code (including observer rights at any hearings); and (b) the right to appeal to the *CAS* against decisions taken under the code (including, without limitation, decisions under the code 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.

6. CONCURRENT RESPONSIBILITY

6.1 Where the same conduct could be pursued as a breach of this *Integrity Code* or a breach of the integrity code of a *Continental Federation*/*National Association*, the *FIH Integrity Unit* shall decide whether to pursue the matter under this *Integrity Code* or to refer the matter to the *Continental Federation*/*National Association* (as applicable) to pursue it under the *Continental Federation*/*National Association* Integrity Code. Where a *Continental Federation*/*National Association* fails to act effectively in respect of the matter, the *FIH* may (at its absolute discretion) pursue the matter under this *Integrity Code*.

C. OBLIGATIONS APPLICABLE TO ALL *COVERED PERSONS*

7. GENERAL DUTIES

7.1 In addition to complying with all applicable laws and regulations, each *Covered Person* must conduct themself honestly, fairly, impartially and in accordance with the highest ethical standards of integrity and transparency. The *Covered Person* must avoid any conduct that is inconsistent with or that undermines in any way the objectives of this *Integrity Code*.

7.2 All *Covered Persons* must avoid acts or omissions that give the appearance of impropriety, or that denigrate the *FIH*, or that bring (or have the potential to bring) the *FIH*, *Hockey* and/or sport generally into disrepute.

7.3 A *Covered Person* must not discriminate against anyone on the basis of ethnic origin, colour, race, nationality, culture, religion or belief (or lack thereof), sex, gender, gender reassignment, sexual orientation, disability, or any other improper ground.

7.4 Safeguarding the dignity of the individual is fundamental. All forms of harassment (including physical, verbal, mental or sexual) are prohibited.

7.5 A *Covered Person* must not abuse their position within *Hockey* in any way, especially for their own aims or objectives.

7.6 *Covered Persons* must not forge a document, falsify an authentic document, or knowingly use a forged or falsified document.

7.7 *Covered Persons* must not knowingly give false information.

7.8 *Covered Persons* must not be involved with entities or persons whose activities or reputations are inconsistent with the principles set out in this *Integrity Code*. In order for this provision to apply, it is necessary that the *Covered Person* has previously been advised in writing by the *FIH*, a *Continental Federation*, a *National Association*, or other relevant authority with jurisdiction over the *Covered Person* that there should be no more l association with such entity/person, and of the consequences that will apply if any association continues..

7.9 Each *Covered Person* must:

7.9.1 report to the *FIH Integrity Unit* (whether by confidential email to whistleblowing@fih.hockey or otherwise) without delay all knowledge concerning any approach or invitation received by them to engage in conduct that would amount to a breach of this *Integrity Code*;

7.9.2 report to the *FIH Integrity Unit* (whether by confidential email to whistleblowing@fih.hockey or otherwise) without delay all knowledge concerning any incident, fact or matter that comes to their attention that might evidence a potential breach of this *Integrity Code* by another person; and

> **Note:** *Covered Person*s have a continuing obligation to report any new incident, fact, or matter covered by Article 7.9.1 or 7.9.2 to the *FIH Integrity Unit*, even if the *Covered Person* has already reported their prior knowledge in relation to the matter.

7.9.3 cooperate fully with all investigations carried out by the *FIH Integrity Unit* in relation to possible breaches of this *Integrity Code* (including, without limitation, by providing any information and/or documentation requested by the *FIH Integrity Unit* as part of that investigation, including by way of a *Request for Information*).

> **Note:** For the avoidance of doubt, obstructing or delaying any investigation carried out by (or on behalf of) the *FIH* in relation to a possible violation of this *Integrity Code*, including without limitation concealing, tampering with or destroying any documentation or other information that might be relevant to the investigation, will constitute a breach of Article 7.9.3).

7.10 A *Covered Person* must not disclose to any third party (whether for personal gain or advantage) any information disclosed to them in confidence as a result of their *FIH* activities or dealings with the *FIH*, save where (1) required by law; (2) the *FIH* agrees in writing in advance; or (3) that information is already in the public domain (other than by reason of their breach of this Article). Any duties of confidentiality on *Covered Persons* under this *Integrity Code* shall continue even after such *Covered Person* ceases to be bound by this *Integrity Code*.

7.11 *Covered Persons* are additionally bound by the *Code of Conduct* appended to the *FIH Tournament Regulations*.

8. BIDDING FOR *EVENTS*

8.1 *Continental Federations*, *National Associations*, candidate countries and other entities wishing to host *Event*s organised by the *FIH* (as well as any representatives acting or entitled to act on their behalf) must conduct their candidacies with honesty, dignity and respect for their opponents, and in accordance with applicable law and any applicable *FIH Regulations* and/or guidelines, including this *Integrity Code*.

8.2 For the avoidance of doubt, in addition to any other information the *FIH* may require in any particular bidding procedure, FIH may, at its discretion, require all candidate entities submitting bids to provide details of any financing or other support received (or to be received) from any third party in relation to such bids.

9. ANTI-CORRUPTION RULES

9.1 Each of the following, when committed by a *Covered Person* (whether directly or indirectly through any third party), will constitute a breach of this *Integrity Code* by that *Covered Person*:

9.1.1 *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 the Covered Person is participating in any capacity.

9.1.2 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. This includes (without limitation) match-fixing and spot-fixing.

9.1.3 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 the *Covered Person* 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).

9.1.4 *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.

9.1.5 Committing any act not otherwise prohibited under this *Integrity Code* 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.

9.2 The following matters are not relevant to the determination of a breach of Article 9.1 of this *Integrity Code*:

(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*; and

(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*.

D. SPECIFIC OBLIGATIONS ALSO OWED BY *FIH OFFICIALS*

10. DUTY OF UNDIVIDED LOYALTY (AVOIDING CONFLICTS OF INTEREST)

10.1 General principles:

10.1.1 *FIH Officials* owe a duty of undivided loyalty to the *FIH*. This means each *FIH Official* must make decisions based solely on their good faith assessment of what is in the best interests of the *FIH* and the sport as a whole in relation to the specific issue at hand. *The FIH Official* must not consider or be influenced by any other factors, and must not seek to advance any conflicting interests, such as (without limitation) the conflicting interests of a *Continental Federation*/*National Association* or similar body or their own personal conflicting interests.

10.1.2 An *FIH Official* must not (directly or indirectly) use their position or activities with the *FIH* to advance their personal interests or the interests of any relative, friend or acquaintance.

10.1.3 An *FIH Official* must use the resources of the *FIH* only for lawful and ethical purposes authorised by the *Executive Board (President)* or the *Director General*, and not for any unauthorised purpose. An *FIH Official* may only claim reimbursement from the *FIH* for expenses properly and reasonably incurred in the course of their *FIH* activities.

10.1.4 Each *FIH Official* must avoid any situation involving or that could lead to actual or potential, present or future conflicts between personal interests and official duty or work-related activities. Each *FIH Official* must disclose any actual or potential conflict of interest in accordance with Articles 10.3 and 10.4.

10.2 Determining whether a conflict of interest exists:

10.2.1 A conflict of interest is considered to exist:

10.2.1.1 whenever a reasonable person might think that the *FIH Official* might be influenced to put their (or any other person's) personal or business interests before the interests of the *FIH*;

10.2.1.2 whenever a reasonable person might think that the *FIH Official* would benefit directly/indirectly from information received by, or a decision made by, the *Executive Board*, any committee, panel or working group of the *FIH* or any other *FIH* body; and/or

10.2.1.3 where an *FIH Official* has two separate and competing interests and it is unclear as to which interest this FIH Official is acting for in a particular case.

10.2.2 In assessing whether a situation of conflict of interest exists, direct as well as indirect interests must be taken into account. This includes the interests of a third person, such as a partner/spouse, parent, sibling, child or other relation or dependent.

10.2.3 A non-exhaustive list showing common examples of conflict of interest is set out at Appendix 4 to this *Integrity Code.*

10.3 Declaration of interest(s):

10.3.1 *FIH Official*s shall declare in writing all personal interests of any kind that might result in a conflict of interest, actual or potential, in the discharge of their responsibilities. The declaration shall be in the form annexed at Appendix 3 (as amended by the *FIH* from time to time).

10.3.2 If at any time following the filing of their declaration there occurs any material change in the information contained in the declaration, the *FIH Official* shall file a supplementary declaration describing such change, as soon as reasonably practicable.

10.3.3 Each *Director* and *Committee Member* is required to update their declaration every two years.

10.3.4 A register of the personal interests declared by all *FIH Officials* will be maintained at the *FIH* headquarters, and updated as necessary. The register will be made available at the *FIH* headquarters for inspection by any member of the *Executive Board* or any other person authorised by the *President* or *Director General*.

10.3.5 Failure by an *FIH Official* to disclose a conflict of interest will constitute a breach of this Article 10.3.

10.3.6 Where an *FIH Official* becomes aware that another *FIH Official* is (or might likely be) in a position of conflict of interest and has failed to disclose such interest, the former should report such information to the relevant authority set out in the second column of the table below under Article 10.4.1(whether by confidential email to whistleblowing@fih.hockey or otherwise).

10.4 Procedure for dealing with conflicts of interest:

10.4.1 The relevant authority set out in the second column of the table below will make a decision on how to manage the conflict of interest declared (or reported) by an *FIH Official* pursuant to Articles 10.1 and 10.2. In the event that the relevant authority is unable to reach a decision, it may refer the matter to the body(ies) set out in the third column of the table below. Whoever makes the decision, it shall be final and binding on the *FIH* and the *FIH Official* concerned. There shall be no appeal.

Role of *FIH Official*	**Disclosure of conflict of interest to be made to, and decided by:**	**If a decision is not reached, the matter will be referred to:**

Director and *Director Candidate*s	*Executive Board*	*Chair of the FIU*
Committee Member	Committee, panel, working group or other *FIH* body concerned	*Executive Board* (if it is unable to reach a decision, it may refer the matter to the Chair of FIU)
Director General	Executive Board	*Chair of FIU*
Staff Member	*Director General*	*Executive Board* or Chair of the FIU

10.4.2 An *FIH Official* may not participate in any discussion (or vote) on any subject brought before the *Executive Board*, committee, panel, working group or other *FIH* body for consideration and/or decision if that *FIH Official* has or might have a conflict of interest that has not been disclosed and cleared by the relevant authority. The *FIH Official* should refrain from expressing any opinion or participating in any discussion and should not vote on any subject until the question is finally determined by the relevant authority.

11. RELATIONSHIPS WITH BETTING ORGANISATIONS

11.1 An *FIH Official* may not have a business association or enter into any business arrangement (whether formal or informal) with any *Betting Organisation* that involves the payment of any monies to or by, or the conferring of any benefit(s) or advantage(s) upon or by, the *FIH Official*, either directly or indirectly, as a result of such association or arrangement.

11.2 As an exception to Article 11.1, an *FIH Official* will not be in breach of this *Integrity Code* if the *FIH Official* is employed by, or has a business association with, a parent company that has a *Betting Organisation* as a subsidiary company (or *Betting* is a business interest of any subsidiary company), provided that the *FIH Official* can show that (i) they have no direct involvement with the subsidiary, (ii) that they derive no direct or indirect benefit from the subsidiary, and (iii) that the parent company's business does not involve *Betting*.

11.3 An *FIH Official* shall be in breach of Article 11.1 if any member of their immediate family (being a partner/spouse, parent, sibling, child or dependent) has a controlling interest in a *Betting Organisation*, or a substantial relationship with a *Betting Organisation*, or is employed in the day-to-day operational control of a *Betting Organisation*, unless this is disclosed to, and recorded and approved by, the *FIH Integrity Unit*.

12. BRIBERY

12.1 *FIH Officials* must not offer any bribe, payment, commission, gift, donation, kickback, facilitation payment, or other inducement or incentive (whether monetary or otherwise) in order to influence actions or decisions in relation to any matter involving the *FIH*. An *FIH Official* must disclose any request that is received for such inducement or incentive to the *FIH Integrity Unit* without delay.

12.2 *FIH Officials* may not accept any bribe, payment, commission, gift, donation, kickback, facilitation payment, or other inducement or incentive (whether monetary or otherwise) that is offered, promised or sent to them to influence their actions or decisions in relation to any matter involving the *FIH*. An *FIH Official* must disclose their knowledge of all such matters to the *FIH Integrity Unit* without delay.

13. OFFERING AND ACCEPTING GIFTS AND HOSPITALITY

13.1 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.

13.2 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).

13.3 *FIH Officials* will engage only in legitimate business and ethical practices when dealing with *National Associations*, suppliers, commercial partners or other interested parties relating to the awarding of FIH commercial contracts, particularly for media rights, events and sponsorship.

13.4 In all circumstances, any item of value that is (individually or in aggregate) worth more than CHF 200 (CHF 350 for *FIH Director General* and *President*), 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.

13.5 The Chair of the FIH Governance Panel will view and maintain the *Gift and Hospitality Register* on behalf of the *FIH*.

14. CONFIDENTIALITY

14.1 All discussions at meetings of the *Executive Board*, any committees, panels or working groups of the *FIH*, and any other *FIH* bodies, are confidential. *FIH Official*s must not disclose any part of such discussions to third parties without the express authority of the *President* or *Director General*. The minutes of meetings of the *Executive Board*, any committees, panels or working groups of the *FIH*, and any other *FIH* bodies, constitute the official record of those meetings.

> **Note:** This duty of confidentiality applies (without limitation) to agendas and accompanying papers for meetings, the content of discussions during meetings, the minutes of meetings, and any documentation or information published on the *Executive Board* online 'workroom' forum (or otherwise published or provided to *Executive Board* members).

14.2 All official announcements, statements and correspondence (in all forms) on behalf of the *FIH* may only be made by the *President*, the *Director General*, or other person authorised by them to do so.

15. ELECTIONS

15.1 Candidates for elected *FIH* positions must conduct their candidacies (and must procure that persons assisting with their candidacies conduct themselves) with honesty, dignity and respect for their opponents, and in accordance with applicable law and any applicable *FIH Regulations* and/or guidelines, including this *Integrity Code*.

16. NEUTRALITY

16.1 *FIH Official*s must remain politically neutral in their dealings on behalf of the *FIH* with government institutions and national/international organisations.

17. FIT AND PROPER PERSONS

17.1 A person may be disqualified from acting as a *Director*, *Director Candidate* or *Committee Member* (except where the *Executive Board* resolves otherwise) if that person:

17.1.1 is or becomes prohibited by any law applicable to them from being a director or officer of a company;

17.1.2 is or becomes bankrupt or makes any arrangement or composition with their creditors generally;

17.1.3 has been found guilty of any criminal offence which carries a punishment of more than two (2) years in any jurisdiction (other than an offence that is, in the opinion of the *Executive Board*, a minor offence), whether or not having any appeal pending against that finding;

17.1.4 has been found to have committed any dishonesty, gross misconduct or wilful neglect of duty (whether by act or omission), whether or not having any appeal pending against that finding;

17.1.5 has committed (whether by act or omission) any act that the *Executive Board* considers might bring the *FIH* into disrepute;

17.1.6 has conducted themself in a manner materially adverse to the interests of the FIH;

17.1.7 has been found to have breached this *Integrity Code*;

17.1.8 is subject to a suspension or ban from involvement in the administration of a sport or sports event;

17.1.9 is subject to any form of suspension, disqualification or striking-off by a professional body; or

17.1.10 is found to have been involved in (irrespective of any sanction actually imposed), or has admitted having been involved in (irrespective of whether disciplinary proceedings were brought or not), the corruption, manipulation of results or fixing (in any manner whatsoever) of any match, competition or event in any sport.

E. ENFORCEMENT

18. ATTEMPT OR AGREEMENT TO BREACH, OR OTHER INVOLVEMENT IN BREACH

18.1 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 this *Integrity Code* (unless the *Covered Person* renounces their 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 this *Integrity Code* if committed by the *Covered Person* themself; 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 this *Integrity Code* if committed by the *Covered Person* themself;

the *Covered Person* shall be treated as if such act or omission was committed by them, 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, as well as be liable accordingly under this *Integrity Code*.

19. DEFENCE

19.1 It shall be a valid defence to a charge of a breach of this *Integrity Code* if the *Covered Person* adduces sufficient credible evidence to prove, on balance of probabilities, that genuine and powerful reasons exist (or existed) to justify their conduct objectively, taking into account all the relevant circumstances. For this purpose, the right to invoke the privilege against self-incrimination is deemed to have been waived by each *Covered Person*.

Note: It is intended that genuine and powerful reasons are to be interpreted as reasons that are truly exceptional. It is acknowledged that the assessment of

'genuine and powerful' will depend on the specific circumstances of a case, but examples would include serious instances of blackmail or cases where there is genuine, objective reason to consider that the *Covered Person's* and/or another person's well-being was otherwise at risk.

19.2 Under no circumstances will it be a valid defence to a charge of breach of this *Integrity Code* for a *Covered Person* to claim they were ignorant of or made a mistake as to the provisions of this *Integrity Code*.

20. MONITORING

20.1 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 this *Integrity Code* and/or under other applicable laws or regulations; and

(d) exchanging information with other *Sports Organisations* in relation to corruption in sport.

21. INVESTIGATION BY THE *FIH INTEGRITY UNIT*

21.1 Any allegation or suspicion of a breach of this *Integrity Code* (or any other matters relating to integrity) shall be reported to the *FIH Integrity Unit* (whether by confidential email to whistleblowing@fih.hockey or otherwise) and all acts or information brought to the *FIH Director General's* attention which might constitute a breach of the Code are to be referred to and then analysed first (at a preliminary stage) by the FIU chair.

21.2 In carrying out a preliminary analysis, the FIU chair will assess whether the FIU has *prima facie* jurisdiction to investigate the complaint and whether the complaint has any reasonable prospect of establishing one or more breaches of the Code. Where the FIU chair considers that the FIU does not have jurisdiction or where the chair considers that the complaint has no reasonable prospect of establishing one or more breaches of the Code, then the FIU chair may determine that the complaint will not be submitted to the FIU for determination in accordance with Article 21.1. Where a complaint is not pursued, the FIU chair must provide written confirmation to the FIU of their decision with reasons.

21.3 The person behind the complaint or denunciation will be informed of this decision and may challenge any refusal to forward the complaint to the *FIH Integrity Unit* for full investigation by application to the *FIH Disciplinary Commissioner*. If the *Disciplinary Commissioner* declines that application, the third party shall bear the costs incurred in considering that application. If the *Disciplinary Commissioner* accepts the application, the third party will not have to pay those costs, and the matter will proceed as if it had been referred by the Chair of the *FIH Integrity Unit* from the beginning. Any referral to the Disciplinary Commissioner must be undertaken after the FIU process is complete.

21.4 The *FIH Integrity Unit* may conduct an investigation into the activities of any *Covered Person* who it believes may have committed a breach of this *Integrity Code* and may appoint one or more persons to act on its behalf for this purpose. The *FIH Integrity Unit* will conduct its investigations in accordance with this *Integrity Code* and its terms of reference (as amended from time to time). Such investigations may be conducted in conjunction with (and information obtained in such investigations may be shared with) *Continental Federations*, *National*

Associations and/or other relevant authorities (including criminal, administrative, professional and/or judicial authorities). The *FIH Integrity Unit* 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 bodies. 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 7.9.3.

21.5 Where the *FIH Integrity Unit* suspects that a *Covered Person* has committed a breach of this *Integrity Code*, and/or has information about a potential breach of this *Integrity Code* by any *Covered Person*, it may make a written request for information (a ***Request for Information***) relating to the suspected breach, including a request for relevant documents (ii) a written statement from the *Covered Person* setting out in detail all of the facts and circumstances being aware of, and/or (iii) attendance of such *Covered Person* at an interview. Once any such *Request for Information* has been issued, and subject to any applicable law, the *Covered Person* shall cooperate with such *Request for Information* (and shall be under an on- going duty to cooperate with any *Request for Information* issued by the *FIH Integrity Unit*), including by furnishing such information or documentation within such reasonable period of time as may be determined by the *FIH Integrity Unit*. *Covered Persons* are compelled to provide the information or documentation requested, any lack of co-operation will be taken into account when assessing the situation and may be subject to sanctions under this *Integrity Code.* Any interview shall be at a time and place to be determined by the *FIH Integrity Unit*, 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.

21.6 For the avoidance of doubt, the *FIH Integrity Unit* shall be entitled to issue a *Request for Information* 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 21.5 to issue a *Request for Information*.

21.7 The *FIH Integrity Unit* will use information obtained through a *Request for Information* only for the purposes of enforcement of this *Integrity Code* and will keep it strictly confidential, save to the extent disclosure is necessary for such enforcement, is expressly permitted under this *Integrity Code*, or is required by law.

21.8 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 this *Integrity Code* of information relating to their activities (including personal documents and other personal information provided pursuant to Article 21.5). The *Covered Person* shall confirm such agreement in writing upon request.

22. COMMENCEMENT OF PROCEEDINGS BY THE *FIH INTEGRITY UNIT*

22.1 If the *FIH Integrity Unit* determines that a *Covered Person* has a case to answer for breach of this *Integrity Code*, it shall prepare a written notice of charge in the name of the *FIH* (***Notice of Charge***), which shall contain the following information:

(a) the specific provision(s) of this *Integrity Code* 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 Integrity Unit* says should be imposed under this *Integrity Code* 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 to dispute (or seek to mitigate) the sanction(s) specified in the *Notice of Charge*, and to have the matter of sanction(s) determined by the *Disciplinary Commissioner* in accordance with Articles 25 and 27 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 Articles 25 and 27;

(e) the *Covered Person* must respond to the *Notice of Charge* in writing to the *FIH Integrity Unit* within thirty (30) days of the date of the *Notice of Charge* (or by such extended deadline as the *FIH Integrity Unit* agrees), stating whether (i) to dispute the charge(s), and on what basis (in summary), and (ii) to request 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 24 pending determination of the charge(s).

22.2 Notice under this *Integrity Code* 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 (save where the *FIH Integrity Unit* sends the *Notice of Charge* directly to the *Covered Person*, with the *National Association* in copy). The *FIH* (and *FIH Integrity Unit*) shall be entitled to keep the *National Association* informed of the progress of the matter. The *National Association* shall be bound by the confidentiality provisions of Article 26.

22.3 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 Integrity Unit*; 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 their 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 Integrity Unit* 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 25.12, and subject to appeal under Article 31. Alternatively, where it sees fit (such as where the *FIH Integrity Unit* has specified a range of potential sanction(s) in the *Notice of Charge*), the *FIH Integrity Unit* may refer the matter to the *Disciplinary Commissioner* to determine the sanction(s) to be imposed in accordance with Articles 25 and 27.

22.4 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 25.

22.5 The *FIH Integrity Unit* 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.

23. STATUTE OF LIMITATIONS

23.1 No proceedings for breach of this *Integrity Code* 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. In exceptional circumstances, an application can be made to the Chair of the *FIH Integrity Unit,* who may, in their discretion and if it is just and reasonable so to do, order that the period within which an action for breach of this Integrity Code may be extended for such period as the Chair of the *FIH Integrity Unit* determines.

24. PROVISIONAL SUSPENSION

24.1 In any case where the *FIH Integrity Unit* issues a *Notice of Charge*, or (exceptionally) where the integrity of the sport requires action even before a *Notice of Charge* has been issued, the *FIH Integrity Unit* shall have discretion to impose a provisional suspension on the *Covered Person* in question pending determination of the charge(s) by the *Disciplinary Commissioner*. If not imposed when the *Notice of Charge* is issued, the provisional suspension may be imposed at any time thereafter.

24.2 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.

24.3 During the period of any provisional suspension, a *Covered Person* will be subject to the same restrictions that apply during a period of ineligibility, as set out in Article 27.6.

24.4 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 *Hockey* could be seriously undermined if the *Covered Person* is 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.* There shall be no appeal from the *Disciplinary Commissioner's* decision; and,

(b) in any event, to have the proceedings expedited so that the charge(s) against them is/are determined as quickly as possible, consistent with the requirements of due process.

24.5 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 to be willing to accept a voluntary provisional suspension pending determination of the charge(s) against them. Such voluntary provisional suspension will come into effect only upon receipt by the *FIH* of written confirmation of the *Covered Person's* acceptance of the provisional suspension.

24.6 No admission may be inferred, or other adverse inference 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.

24.7 Any period of provisional suspension served (whether voluntarily or otherwise) shall be credited against any period of suspension subsequently imposed on the *Covered Person*.

25. PROCEEDINGS BEFORE THE *DISCIPLINARY COMMISSIONER*

25.1 Where a matter is referred to the *Disciplinary Commissioner* for determination under this *Integrity Code*, the *Disciplinary Commissioner* may either determine the matter alone or may co-opt two other suitably qualified and independent and impartial persons to form a tribunal with them, which *the Disciplinary Commissioner* will chair, to hear and determine the matter. References in this *Integrity Code* to the *Disciplinary Commissioner* shall be deemed to be references to such tribunal, where appointed.

25.2 The *Disciplinary Commissioner* shall act independently and impartially at all times and therefore shall have had no prior involvement with the case. If the *Disciplinary Commissioner* is unable or unwilling for any reason to determine the matter, the President of the *Judicial Commission* will appoint a member of the *Judicial Commission* to replace them for that matter.

25.3 The *Disciplinary Commissioner* shall determine the procedure to be followed in any matter referred to them under this *Integrity Code*. Such procedure must respect (a) the express requirements of this *Integrity Code*, 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.

> **Note:** 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.

25.4 Hearings will be held at a venue chosen by the *Disciplinary Commissioner*. Unless the parties and the *Disciplinary Commissioner* agree otherwise, the hearing will be conducted in English. The parties may be legally represented (at their own expense) at any hearing. Where two or more *Covered Person*s are charged under this *Integrity Code* in relation to the same incident or set of facts or other related matters, the proceedings against the *Covered Person*s may be consolidated for purposes of hearing and determination.

25.5 The *FIH* shall have the burden of establishing that a breach of this *Integrity Code* has been committed. The standard of proof for any breach of Article 9 is comfortable satisfaction, bearing in mind the seriousness of the allegation (this standard is greater than a mere balance of probability but less than proof beyond reasonable doubt). The standard of proof in all other matters arising under this *Integrity Code* is the balance of probabilities.

25.6 Where the *Covered Person* alleges that specific facts or circumstances afford them a defence or some other right or benefit under this *Integrity Code*, the *Covered Person* shall have the burden of proving such facts or circumstances on the balance of probabilities.

25.7 The *Disciplinary Commissioner* shall not be bound by judicial rules governing the admissibility of evidence. Instead, facts may be established by any reliable and reasonable means, including (without limitation) witness evidence, expert reports, and documentary evidence.

25.8 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.

25.9 The *Disciplinary Commissioner* may draw an adverse inference against any *Covered Person* who (a) fails to comply with any *Request for Information* or other request for information, documentation or assistance; (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 them in the hearing.

25.10 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, the appropriate sanction(s) in accordance with Article 27 shall also determined by them, after considering any submissions on the subject made by the parties.

25.11 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 suspension imposed shall commence.

25.12 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.

26. CONFIDENTIALITY OF PROCEEDINGS

26.1 Proceedings under this *Integrity Code* are confidential, save as expressly permitted under this *Integrity Code*, as required in order to enforce its terms and/or as required by law.

26.2 The *FIH Integrity Unit* and/or the *FIH* may disclose information obtained in investigations and proceedings under this *Integrity Code* (a) to third parties as necessary to facilitate the application or enforcement of this *Integrity Code* and/or to achieve the underlying objectives of this *Integrity Code*; 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 this *Integrity Code* or any other *FIH Regulations*.

26.3 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* (or, where applicable, their *National Association*) in question or his representative(s).

26.4 Even after publication of any decision in proceedings under this *Integrity Code*, the other elements of the case record shall remain confidential, save where the parties agree otherwise.

F. SANCTIONS FOR BREACH

27. SANCTIONS

27.1 Any one or more of the following sanctions may be imposed for a breach of the *Integrity Code*:

27.1.1 a warning as to future conduct (i.e., a reminder of the substance of the provision of the *Integrity Code* that has been infringed, together with a threat of sanction in the event of further infringement);

27.1.2 a reprimand (i.e., an official written pronouncement of disapproval);

27.1.3 a fine 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 20,000);

27.1.4 an order of reimbursement or restitution;

27.1.5 a recommendation to the *Executive Board* of removal from office;

27.1.6 a suspension from carrying out activities on behalf of the *FIH* and/or *Continental Federation*/*National Association* any for a specified period;

27.1.7 a period of ineligibility, the length of which is to be determined based on what is proportionate in the circumstances of the case, taking into account in particular (i) the nature of the breach(es), (ii) the degree of fault 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; and

27.1.8 lifetime ineligibility from participation in any activities of the *FIH* or any *Continental Federation* or *National Association* (this sanction is reserved for circumstances where an *FIH Official* commits a particularly serious breach of this *Integrity Code*).

27.2 The sanction(s) to be imposed in a particular case shall be determined by reference to all of the relevant circumstances of that case, including an assessment of the seriousness of the breach, and any mitigating or aggravating factors that may be present (including the *Covered Person*'s prior record).

27.2.1 Aggravating factors may include (without limitation):

(a) the age or experience or position of trust or authority of the *Covered Person* (e.g., as captain of the team);

(b) the *Covered Person's* previous disciplinary record, including in particular any prior breaches of this *Integrity Code* or similar offences;

(c) any finding that the *Covered Person* breached more than one Article of this *Integrity Code* or breached the same Article more than once;

(d) any finding that the *Covered Person* received or expected to receive a significant *Benefit* as a result of their breach;

(e) any finding that the *Covered Person's* breach affected or had the potential to affect the course or outcome of an *Event*;

(f) any finding that the breach was part of a broader scheme involving other *Covered Persons*;

(g) 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

(h) 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*).

27.2.2 Mitigating factors may include (without limitation):

(a) the youth or inexperience of the *Covered Person* and/or any finding that there was taken advantage of them by more experienced or more senior *Covered Persons*;

(b) the *Covered Person*'s good previous disciplinary record;

(c) any finding that the *Covered Person* did not receive or expect to receive any significant *Benefit* as a result of their breach(es);

(d) 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*;

(e) the *Covered Person's* timely admission of a violation when confronted with the alleged breach(es);

(f) 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;

(g) 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 this *Integrity Code* or other applicable laws or regulations); and

(h) the *Covered Person* displaying remorse (including, for example, by agreeing to take part in anti-corruption educational programmes organised by the *FIH*).

27.3 Where more than one breach has been committed, the sanction will be based on the most

serious breach, and increased as appropriate depending on the specific circumstances.

27.4 Any period of ineligibility imposed under Article 27 will commence on the date it is imposed by the *Disciplinary Commissioner*, or otherwise accepted by the *Covered Person*, with credit given for any period of provisional suspension served.

27.5 Where the *Disciplinary Commissioner* 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.

27.6 During any period of ineligibility, a *Covered Person* may not (i) participate in any *Event* as an *Athlete or Athlete Support Person*; (ii) attend any *Event* or other *Hockey*-related activity organised by or on behalf of the *FIH* or any *Continental Federation* or *National Association*, save that at the *FIH's* invitation the attendance is allowed at an *Event* in an educational capacity as part of anti-corruption programme organised by the *FIH*; (iii) work or train with any *Athletes* and/or *Athlete Support Personnel*; and (iv) hold any position (or have any dealings with the *FIH*) as an *FIH Official* or *Other Official*.

27.7 If a *Covered Person* breaches Article 27.6, the period of ineligibility originally imposed in accordance with this *Integrity Code* shall recommence from the date of such breach (disregarding the period of ineligibility served prior to such breach) and (where applicable) the *Covered Person* shall be immediately disqualified from the relevant *Event*.

27.8 This *Integrity Code* shall continue to apply to any ineligible *Covered Person* and separate proceedings may be brought against the *Covered Person* under this *Integrity Code* for any breach committed during the period of ineligibility.

28. COSTS

28.1 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 deemed appropriate, including that all or part of the costs incurred by the *Covered Person* be paid by the *FIH*. The *Disciplinary Commissioner* may also 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 Integrity Unit* in investigating the matter, the *Disciplinary Commissioner* (and any persons that may co-opt to form a tribunal) in hearing and determining the matter, and/or the *FIH* in pursuing the matter. If the *Disciplinary Commissioner* does not exercise that power, the *FIH* will pay the costs incurred by the *FIH Integrity Unit* and the *Disciplinary Commissioner* (and any persons that may co-opt to form a tribunal) and of staging the hearing (as applicable), and each party will bear its own costs in relation to the proceedings (legal, expert, travel, accommodation or otherwise).

29. PAYMENT

29.1 Where a fine and/or costs award is imposed against a *Covered Person*, then such fine and/or costs award must be paid: (a) by the *Covered Person* (and not, unless the *FIH Director General* agrees, by any third party, including a *Continental Federation* or *National Association*); (b) directly to the *FIH* within one calendar month of receipt of the decision imposing the fine. However, the *FIH* will consider any request from any *Covered Person*, on the grounds of financial hardship, to make the payment of such fines and/or costs in instalments over a period of time.

30. REINSTATEMENT

30.1 A *Covered Person* who is serving a period of suspension/ineligibility for breach of this *Integrity Code* may apply to the *Disciplinary Commissioner* for early reinstatement of their eligibility on the basis of new mitigating circumstances, such as their provision of *Substantial Assistance* after the decision imposing the original period of suspension. The *Disciplinary Commissioner* shall have absolute discretion whether or not to grant such early reinstatement, and/or whether to refer the matter to the *CAS* for determination.

30.2 In any event, even if their period of suspension/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 *FIH Official* or *Other Official*) until the *Covered Person* has paid in full any fine and/or costs that were ordered to pay under this *Integrity Code* unless the *FIH Director General* (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.

G. APPEALS

31. APPEALS EXCLUSIVELY TO THE *CAS*

31.1 Final decisions of the *Disciplinary Commissioner* determining charges and/or imposing sanctions under this *Integrity Code* may be appealed by any party to the proceedings in question solely to the *CAS*.

31.2 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. A copy of the appeal shall be served at the same time on the other party(ies).

31.3 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).

31.4 The appeal proceedings will be conducted in English and the procedure will be governed by the procedural rules in the CAS Code of Sports-related Arbitration. The substantive issues on appeal will be governed by this *Integrity Code* (and any other applicable *FIH Regulations* and/or guidelines) and subsidiarily by Swiss law.

31.5 Decisions of the *CAS* on the appeal shall be final and binding on all parties and on all *Continental Federations* and *National Association*s.

H. RECOGNITION

32. RECOGNITION OF PROVISIONAL SUSPENSIONS AND DECISIONS

32.1 Provisional suspensions imposed and decisions made under this *Integrity Code* will be applicable worldwide and must be recognised, respected and given effect by the *FIH*, *National Associations* and *Continental Federations* within their respective jurisdictions automatically upon receipt of notice of the same, without the need for any further formality.

32.2 The *FIH* and all *Continental Federations* and *National Association*s 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 5.1.

32.3 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 Olympic Movement Code on the Prevention of Manipulation of Competitions established by the IOC. 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 this *Integrity Code*.

I. MISCELLANEOUS

33. SEVERABILITY

33.1 If any part of this *Integrity Code* is ruled to be invalid, unenforceable or illegal for any reason, that part will be deemed deleted, and the rest of the *Integrity Code* will remain in full force and effect.

34. GOVERNING LAW

34.1 This *Integrity Code* is governed by Swiss law.

35. LIMITATION OF LIABILITY

35.1 None of the *FIH* (including its officers, members, employees and volunteers), the *FIH Integrity Unit*, the *Disciplinary Commissioner* (and any persons that may co-opt to form a tribunal) or the *CAS* arbitrators shall be liable to any person howsoever for any act or omission in connection with any investigation or proceeding or other matter arising under or in relation to this *Integrity Code* save where the act or omission is shown by that person to constitute conscious and deliberate wrongdoing by the individual or entity alleged to be liable.

APPENDIX 1: Definitions

Associated Company. Any affiliate or subsidiary company of the *FIH*.

Athlete. As defined in Article 3.2(a).

Athlete Support Person(nel). As defined in Article 3.2(b).

Benefit. The direct or indirect receipt or provision of money or the equivalent for themself or their immediate family (being a partner/spouse, parent, sibling, child or dependant) 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.

Betting. 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*).

***Betting Organisation*.** Any person or company or other undertaking (a) that promotes, brokers, arranges or conducts any form of *Betting* activity or that has interests in *Betting* in any form whatsoever; or (b) that is, in the opinion of the *Executive Board*, perceived as being connected in any way with *Betting* of any kind.

CAS. The Court of Arbitration for Sport in Lausanne, Switzerland.

Code of Conduct. The code of conduct adopted by the *FIH*, appended to the Tournament Regulations, as may be amended from time to time.

Committee Member. As defined in Article 3.1.2.

***Continental Federation*.** A continental entity that is recognised by the *FIH* as the entity governing the sport of *Hockey* in a continent.

***Covered Person*.** As defined in Article 3.3.

Director. As defined in Article 3.1.1.

Director Candidate. As defined in Article 3.1.1.

Director General. The Director General of the *FIH* referred to in Article 8.2 of the *FIH Statutes*.

Disciplinary Commissioner. The person appointed by the *Executive Board* pursuant to the *FIH Statutes*.

Effective Date. As defined in Article 1.4.

Event. Any Hockey 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 hockey federations of National Olympic Committees, or, where appropriate, in accordance with the rules of any other competent *Sports Organisation.*

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

FIH. The International Hockey Federation.

FIH Integrity Unit. The *FIH* standing panel made up of a minimum of five (5) members appointed by the *Executive Board* in accordance with the *FIH Integrity Unit* Terms of Reference, that has the responsibilities set out in Article 4.

FIH Governance Panel. The FIH panel made up of three (3) Executive Board Members and one (1) other member, appointed by the Executive Board in accordance with the Governance Panel Terms of Reference.

FIH Official. As defined in Article 3.1.

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

Gift. Means an item for use or advantage by themself or their immediate family (being a partner/spouse, parent, sibling, child or dependant) (such as facilitating attendance at a business course or provision of a language course).

Gift and Hospitality Register. Means the information compiled by 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 Director General* and *President*).

Hockey. The game of hockey, including both field and indoor hockey and other derivatives of the game (excluding ice hockey), as decided from time to time by the *Executive Board*.

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 themself or their immediate family (being a partner/spouse, parent, sibling, child or dependant).

Inside Information. Information relating to any *Event* that a *Covered Person* possesses by virtue of their 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*.

Judicial Commission. The commission established under the *FIH Statutes*.

Match. A *Hockey* match of any format and duration in length in which two *Hockey* teams compete against each other.

National Association. A national entity that is a member of or is recognised by the *FIH* as the entity governing the sport of *Hockey* in a country. (Also referred to as a 'Member' in other *Regulations*).

Notice of Charge. As defined in Article 22.1.

Other Official. As defined in Article 3.2(d).

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

Regulations. Any codes, rules or regulations made by or on behalf of the *FIH* in accordance with the *FIH Statutes*, including all amendments thereto and re-enactments thereof.

Request for Information. As defined in Article 21.5.

Sports Organisation. 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.

Staff Member. As defined in Article 3.1.3.

Substantial Assistance. means (a) the *Covered Person's* provision to the *FIH* (or *FIH Integrity Unit*) of truthful, accurate and complete information about potential breaches of this *Integrity Code* 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 Integrity Unit/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.

APPENDIX 2: Consent form

DATE: _____

A copy of the FIH Integrity Code approved by the FIH Executive Board, which applies to all Covered Persons including FIH Officials (as defined in the FIH Integrity Code), is enclosed.

There is a need to enhance the reputation of the FIH and to foster public and stakeholder confidence in the FIH's governance and administration of hockey worldwide. FIH Officials are expected to conform to the highest standard of honesty, impartiality, equity and integrity when discharging their duties and responsibilities. In furtherance of these objectives, please sign the notice below to acknowledge your receipt of the FIH Integrity Code and your agreement to be bound by and to comply with its terms.

Please return a signed copy to the FIH by email to legal@fih.hockey and send the original by post to the International Hockey Federation, Legal Department at Rue du Valentin 61, CH-1004 Lausanne, Switzerland.

I_____(*print name*),_____(*position at the FIH*) acknowledge receipt of a copy of the FIH Integrity Code and hereby agree to be bound by and to comply with its terms, to familiarise myself with all of the requirements of the FIH Integrity Code, to submit to the exclusive jurisdiction of the FIH, FIH Integrity Unit, FIH Disciplinary Commissioner and the Court of Arbitration for Sport in relation to its enforcement, and not to bring any proceedings in any court or other forum that are inconsistent with the foregoing submission.

Signed: _____

Date: _____

APPENDIX 3: Conflict of interest declaration form

DECLARATION

I the undersigned **DECLARE** as follows:

1 I have read, understand and agree to be bound by and comply with the FIH Integrity Code.

2 I **do not** have **nor do I presently anticipate having** any conflict of interest, actual or potential, other than as set out in this declaration.

3 I agree to make immediate disclosure of any actual or potential conflict of interest arising after the date of this declaration.

4 I agree to make submit a new declaration every two years regardless of whether my position has changed or not. (This obligation applies only to Directors and Committee Members, as defined in the FIH Integrity Code).

5 I agree to be bound by any decisions taken by relevant authorities under the FIH Integrity Code.

Name (print in full): ……..

Address: ……..

……..

……..

Position: ……..

Details of conflict of interest (actual or potential): ……..

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If no conflict of interest, state “no conflict of interest”

Date:…… Signature: ……..

APPENDIX 4: Examples of Conflict of interest

The following non-exhaustive list shows common examples of conflict of interest:

- an *FIH Official* has financial or any other interest in business transactions or contracts that the *FIH* might enter into;
- an *FIH Official* has financial or any other interest in other organisations that have dealings or relationships with the *FIH*, and matters involving the interests of both the *FIH* and the other organisation are being considered;
- an *FIH Official* has financial or any other interest in a joint venture with external parties into which the *FIH* might enter;
- recruitment of staff who are more than acquaintances;
- any other employment or income received from work undertaken within sport;
- any income received from sport as a partner, director, employee or consultant within a firm or company;
- any sponsorship income received; and
- any contracts within sport for the provision of services or goods for profit.