

[NAME OF NA]

# ANTI-CORRUPTION REGULATIONS

With effect from [DATE]

[NA LOGO]

# ANTI-CORRUPTION REGULATIONS OF THE

[NAME OF NA]

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## ARTICLE 1 – INTRODUCTION

- 1.1 The essence of the sport of *Hockey* is the contest between competing teams as an honest test of skill and ability, the outcome of which is determined by (and only by) the contestants' relative sporting merits. Any 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.
- 1.2 In recognition of the foregoing, and pursuant to its obligations under the *FIH's Anti-Corruption Regulations*, the [NAME OF NA] has adopted these *Regulations* (a) to prohibit conduct by *Participants* that might undermine public confidence in the integrity of the sport and/or in the uncertainty of outcome of *Events*; and (b) to establish effective mechanisms for enforcement of the *Regulations* and sanction for their breach. The *Regulations* shall come into effect as from [date] and shall continue in effect (as amended from time to time by the [NAME OF NA]) until repealed by the [NAME OF NA].
- 1.3 Principles of interpretation and application:
- (a) These *Regulations* are to be interpreted and applied (including when an issue arises that is not expressly addressed in these *Regulations*) by reference to the above sporting imperatives, which shall take precedence over any strict legal or technical interpretation of the *Regulations* that may otherwise be proposed.
  - (b) These *Regulations* are, by their nature, sporting rules governing the conditions under which the sport of *Hockey* is to be played. They are not intended to be subjected to or limited by the requirements and legal standards applicable to criminal proceedings or employment matters. Rather, they should be respected by all outside agencies as a reflection of the broad consensus of the *FIH*, the [NAME OF NA] and all stakeholders as to what is necessary and proportionate in order to protect the integrity of the sport of *Hockey*.
  - (c) Words and phrases appearing in these *Regulations* in italicised text are defined terms that bear the meaning set out in Appendix 1 to these *Regulations*. All uses of the masculine gender shall be deemed to encompass references to both genders. If any Article or provision of these *Regulations* is held to be invalid, unenforceable or illegal for any reason, it shall be deemed to be deleted and the *Regulations* shall otherwise remain in full force and effect.

## ARTICLE 2 – APPLICATION AND SCOPE

- 2.1 These *Regulations* apply automatically to (a) each *Participant* in a *National Event* (including all *Athlete Support Personnel* assisting one or more *Athletes* participating in a *National Event*) from the date the *Participant* is first selected to participate (or to assist an *Athlete* who has been selected to participate) in a *National Event* until the date that is six (6) months after his last participation (or assistance of an *Athlete* participating) in a *National Event* organised or sanctioned by [NAME OF NA]; and (b) *Participants* in other *Events*, to the extent that their actions may impact on a *National Event* organised or sanctioned by [NAME OF NA], from the date of first selection to participate (or to assist an *Athlete* who has been selected to participate) in the other *Event* until the date that is six (6) months after his last participation (or assistance of an *Athlete* participating) in the other *Event*. However, the [NAME OF NA] shall continue to have jurisdiction over the *Participant* after that date to enforce these *Regulations* against him in respect of matters occurring prior to that date. And the [NAME OF NA]'s jurisdiction over a *Participant* under these *Regulations* shall survive any purported retirement of the *Participant*, whether such retirement takes place before or after any investigation has been opened in relation to him and/or proceedings have been instituted against him under these *Regulations*.
- 2.2 It shall be the personal responsibility of every *Participant* to ensure he reads and understands these *Regulations* (including, without limitation, what conduct constitutes a breach of these

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*Regulations*) and to comply with their requirements. In addition, conduct prohibited under these *Regulations* may also constitute a criminal offence and/or a breach of other applicable laws and regulations. These *Regulations* operate without prejudice to such criminal and other laws and regulations, and *vice versa*.

- 2.3** As a condition of the right to participate (or to assist an *Athlete* participating) in any *National Event*, each *Participant* submits: (a) to the jurisdiction of the [NAME OF NA] to investigate potential breaches of these *Regulations* in the manner set out in Article 4 of these *Regulations*;
- (b) to the exclusive jurisdiction of the [Disciplinary Commissioner] to hear and determine charges brought by the [NAME OF NA] and/or related issues under these *Regulations* in accordance with Article 7 of these *Regulations*; and
- (c) to the exclusive jurisdiction of the CAS to hear and determine appeals from decisions of the [Disciplinary Commissioner] as set out in Article 9 of these *Regulations*.
- 2.4** Where the conduct of a *Participant* could be pursued as a breach of these *Regulations* or as a breach of the *FIH's Anti-Corruption Regulations* or the similar regulations of a *Continental Federation*, the *FIH* shall decide under which set of regulations the matter should be pursued.

### ARTICLE 3 – BREACHES OF THESE *REGULATIONS*

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

#### **3.1 Betting**

- (a) Placing, accepting, laying, or otherwise entering into any *Bet*, or participating in any other form of *Betting*, in relation to the result, progress, outcome, conduct or any other aspect of any *National Event*.
- (b) Soliciting, inducing, instructing, persuading, facilitating or authorising another *Person* to place, accept, lay, or otherwise enter into any *Bet*, or to participate in any other form of *Betting*, in relation to the result, progress, outcome, conduct or any other aspect of any *National Event*, for the direct or indirect benefit of the *Participant*.

#### **3.2 Interference**

- (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 a *National Event* or any other *Event*.
- (b) Ensuring the occurrence of a particular incident in a *National Event* or any other *Event*, which occurrence is to the *Participant's* knowledge the subject of a *Bet* and for which he or another *Person* expects to receive or has received a *Benefit*.
- (c) Failing to perform to the best of one's abilities in a *National 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 a *National Event* (irrespective of whether such bribe or other *Benefit* is in fact given or received).
- (e) Providing, offering, giving, requesting or receiving any gift or *Benefit* in circumstances that the *Participant* knew or should have known could undermine public confidence in

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the integrity of a *National Event* or any other *Event* or the sport of *Hockey* generally (irrespective of whether such gift or other *Benefit* is in fact given or received).

### 3.3 *Inside Information*

- (a) Using *Inside Information* for *Betting* purposes or otherwise in relation to *Betting*.
- (b) Disclosing *Inside Information* to any *Person* (for *Benefit* or otherwise) where the *Participant* knew or should have known that it would be used for *Betting* purposes or otherwise in relation to *Betting*.

### 3.4 *Other breaches*

- (a) Committing any act not otherwise prohibited under these *Regulations* that amounts to a breach of any applicable criminal or other law or regulation where such breach could undermine public confidence in the integrity of a *National Event* or other *Event* or the sport of *Hockey* generally.
- (b) Failing to disclose to the [NAME OF NA] or other competent authority (without undue delay) full details of the *Participant's* knowledge of:
  - (i) any approaches or invitations received by the *Participant* to engage or be involved in any way in conduct that would amount to a breach of these *Regulations*; and/or
  - (ii) any approaches or invitations received by other *Participants* to engage or be involved in any way in conduct that would amount to a breach of these *Regulations*; and/or
  - (iii) any incident, fact or matter that may evidence a breach of these *Regulations* by another *Participant*.
- (c) Failing to cooperate with any investigation carried out by the [NAME OF NA] in relation to a possible breach of these *Regulations*, including (without limitation) failing to provide any information and/or documentation requested that may be relevant to the investigation.

### 3.5 *Attempt or agreement to breach, or other involvement in breach*

- (a) Any attempt by a *Participant*, or any agreement by a *Participant* with any other *Person*, to engage in conduct that would culminate in the commission of any breach of this Article 3.5 shall be treated as if such breach had been committed, whether or not such attempt or agreement in fact resulted in such breach, unless the *Participant* renounces his attempt or agreement prior to it being discovered by a third party not involved in the attempt or agreement.
- (b) Where a *Participant* solicits, induces, instructs, persuades or encourages another *Participant* to commit a breach of these *Regulations*, or knowingly assists, covers up or is otherwise complicit in another *Participant's* breach of these *Regulations*, he shall be treated as if he committed such breach himself and shall be liable accordingly under these *Regulations*.
- (c) Where a *Participant* authorises, causes, or knowingly assists, encourages, aids and abets, covers up, or is otherwise complicit in, any act or omission by the *Participant's* coach, trainer, manager, agent, relative, guest or other associate that would have amounted to a breach of these *Regulations* if committed by the *Participant* himself, the *Participant* shall be treated as if he committed such act or omission himself and shall be liable accordingly under these *Regulations*.

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### 3.6 Irrelevant matters

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

- (a) Whether or not the *Participant* actually participated, or was assisting an *Athlete* who participated, in the specific *National Event* or other *Event* in question.
- (b) The nature or outcome of any *Bet* in issue.
- (c) The outcome of the *National Event* on which the *Bet* was made.
- (d) Whether or not the *Participant's* efforts or performance (if any) in any *National Event* in issue were (or could be expected to be) affected by the breach in question.
- (e) Whether or not the result or any other aspect of the *National Event* or other *Event* in issue was (or could have been expected to be) affected by the breach in question.

## ARTICLE 4 – INVESTIGATING POTENTIAL BREACHES

- 4.1 Any allegation or suspicion of a breach of these *Regulations* shall be reported to the [NAME OF NA] for investigation and possible charge and/or for referral to criminal and/or other competent authorities. The [NAME OF NA] shall notify the *FIH* of any such report, and shall thereafter keep the *FIH* informed of the progress of the matter.
- 4.2 The [NAME OF NA] 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* in relation to *National Events*, including monitoring any irregular *Betting* patterns that may 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 [NAME OF NA] and other competent authorities (including national and international criminal, administrative, professional and/or judicial agencies) in relation to the investigation and prosecution of conduct that is prohibited under these *Regulations* and/or under other applicable laws or regulations; and
  - (d) exchanging information with the *FIH*, *Continental Federations*, and/or other *National Associations* in relation to corruption in the sport of *Hockey*.
- 4.3 The [NAME OF NA] may conduct an investigation into the activities of any *Participant* that it believes may have committed a breach of these *Regulations* and may appoint one or more *Persons* to act on its behalf for this purpose. Such investigation may be conducted in conjunction with relevant competent national or international authorities (including criminal, administrative, professional and/or judicial authorities) and the [NAME OF NA] shall have discretion, where it deems it appropriate, to coordinate and/or to stay its own investigation pending the outcome of investigations conducted by other competent authorities. All *Participants* must co-operate fully with such investigations. Any failure to do so may be treated as a breach of Article 4.5 of these *Regulations*.

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- 4.4 As part of any such investigation, if the [NAME OF NA] reasonably suspects that a *Participant* has committed a breach of these *Regulations*, and/or has information about the potential breach of these *Regulations* by another *Participant*, it may make a written demand to such *Participant* for information (including but not limited to copies of documents, electronic files, and other records) relating to the suspected breach and/or require the attendance of such *Participant* for interview, or a combination of the two. Any interview shall be at a time and place to be determined by the [NAME OF NA] and the *Participant* shall be given reasonable notice in writing of the requirement to attend. Interviews may be recorded and/or transcribed and the *Participant* shall be entitled to have legal counsel and an interpreter present.
- 4.5 Each *Participant* shall be deemed to have agreed, for the purposes of applicable data protection laws and other laws, and for all other purposes, to have consented to the collection, processing, disclosure or any other use authorised under these *Regulations* of information relating to his activities (including but not limited to telephone records and other personal information) and shall confirm such agreement in writing upon demand.
- 4.6 Where the [NAME OF NA] determines that a *Participant* does not have a case to answer for breach of these *Regulations*, the [NAME OF NA] shall notify the *FIH* in writing of its decision and provide the *FIH* with all of the information gathered in the course of its investigation.

### ARTICLE 5 – COMMENCING PROCEEDINGS FOR BREACH

- 5.1 No proceedings may be commenced for breach of these *Regulations* unless the *Notice of Charge* is issued within eight (8) years of the date on which the breach is alleged to have occurred. Provided that this time-limit is met, however, the [NAME OF NA] may temporarily suspend any proceedings brought under these *Regulations* in order to avoid the risk of prejudice to, and/or to give precedence to, investigations conducted by other competent authorities into the same or related matters.
- 5.2 Subject always to Article 5.1, where the [NAME OF NA] determines that a *Participant* has a case to answer for breach of these *Regulations*, the [NAME OF NA] shall issue a written *Notice of Charge* to the *Participant*.
- 5.3 The *Notice of Charge* must set out:
- (a) The specific provision(s) of Article 3 of these *Regulations* that the *Participant* is alleged to have breached.
  - (b) The facts alleged in support of such charge(s).
  - (c) The *Sanction(s)* that the [NAME OF NA] says should be imposed under the *Regulations* if the charge(s) is/are upheld.
  - (d) The *Participant'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 seek to mitigate the *Sanction(s)* specified in the *Notice of Charge*, for example by offering *Substantial Assistance*, and to have the matter of *Sanction(s)* determined by the [Disciplinary Commissioner] in accordance with Article 7 if it cannot be agreed between the parties; or
    - (iii) to dispute the charge(s) and to have them determined (along with any *Sanctions*, where a charge is upheld) by the [Disciplinary Commissioner] in accordance with Article 7.
  - (e) The deadline (which must not be less than fourteen days from receipt of the *Notice of Charge*) by which the *Participant* must respond in writing to the *Notice of Charge* if he

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wishes to dispute the charge(s) and/or have the *Sanctions* mitigated/determined by the *[Disciplinary Commissioner]*.

- (f) Where applicable, the details of any provisional suspension imposed on the *Participant* pursuant to Article 6 pending determination of the charge(s).

**5.3** A copy of the *Notice of Charge* will be also be sent to:

- (a) *[NAME OF CF]*; and the *[NAME OF NA]* shall be entitled thereafter to keep the *[NAME OF CF]* informed of the progress of the matter as it sees fit.
- (b) the *FIH*; and the *[NAME OF NA]* shall thereafter keep the *FIH* informed of the progress of the matter and afford the *FIH* observer rights at any hearings.

**5.4** Where the *Participant*:

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

the *[NAME OF NA]* 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 decision of the *[Disciplinary Commissioner]*. Alternatively, in appropriate cases (such as where the *[NAME OF NA]* specified a range of potential *Sanction(s)* in the *Notice of Charge*), the *[NAME OF NA]* may refer the matter to the *[Disciplinary Commissioner]* to determine the *Sanction(s)* to be imposed in accordance with Article 7.

**5.5** Where the *Participant* files a written response before the deadline specified in the *Notice of Charge*, disputing the charge(s) and/or requesting that the *Sanction(s)* be determined by the *[Disciplinary Commissioner]*, the matter shall be referred to the *[Disciplinary Commissioner]* for determination in accordance with Article 7.

## ARTICLE 6 – PROVISIONAL SUSPENSION

**6.1** In any case where the *[NAME OF NA]* issues a *Notice of Charge*, it shall have discretion, where it considers that the integrity of the sport could otherwise be seriously undermined, to impose a provisional suspension on the *Participant* pending determination of the charge(s) by the *[Disciplinary Commissioner]*. The provisional suspension may be imposed when the *Notice of Charge* is issued or at any time thereafter.

**6.2** Any provisional suspension shall be effective from the date that it is notified to the *Participant* in accordance with these *Regulations*. Notice of the provisional suspension shall also be sent to the *[NAME OF CF]* and the *FIH* and may be further publicised as necessary to give effect to the provisional suspension. During the period of provisional suspension, the *Participant* may not participate (or, in the case of an *Athlete Support Personnel*, assist an *Athlete* who is participating) in any manner or capacity in any *Hockey* match or event.

**6.3** A *Participant* who is provisionally suspended has the right:

- (a) to have the proceedings expedited so that the charge(s) against him is/are determined as quickly as possible, consistent with the requirements of due process; and/or
- (b) to apply to the *[Disciplinary Commissioner]* for an order lifting the provisional suspension.



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- 6.4 In any application to the [Disciplinary Commissioner] pursuant to Article 6.4(b), the [NAME OF NA] shall have the burden of establishing that (a) there is a reasonable prospect that the charge(s) will be upheld; and (b) in such circumstances, there is a real risk that the integrity of the sport could be seriously undermined if the *Participant* was not provisionally suspended. The [Disciplinary Commissioner] shall determine the procedure to be followed on such application (including whether to convene a hearing or to determine the application on the papers), provided always that the parties are afforded a fair and reasonable opportunity to present their evidence and to make submissions to the [Disciplinary Commissioner]. Notice of the [Disciplinary Commissioner]'s decision on the application shall be sent to the same persons as notice of the original imposition of the provisional suspension was sent. There shall be no appeal from the [Disciplinary Commissioner]'s decision.
- 6.5 A *Participant* who receives a *Notice of Charge* may at any time notify the [NAME OF NA] that he is foregoing any involvement in any *Hockey* matches and events pending determination of the charge(s) against him. Such voluntary provisional suspension will come into effect, for purposes of Article 8.1(c), only upon receipt by the [NAME OF NA] of written confirmation of the *Participant's* acceptance of the provisional suspension.
- 6.6 No admission may be inferred, or other adverse inference may be drawn, from (a) a *Participant's* failure to challenge a provisional suspension pursuant to Article 6.4(b); or (b) a *Participant's* acceptance of a voluntary provisional suspension. However, in accordance with Article 8.1(d), any period of provisional suspension served (whether voluntarily or otherwise) shall be credited against any period of ineligibility subsequently imposed on the *Participant*.

### ARTICLE 7 – PROCEEDINGS FOR BREACH

- 7.1 Where a matter is referred to the [Disciplinary Commissioner] for determination under these *Regulations*, he may either determine the matter alone or he may co-opt two other suitably qualified and independent and impartial persons to form a tribunal with him, which he will chair, to hear and determine the matter. References in these *Regulations* to the [Disciplinary Commissioner] shall encompass references to such tribunal, where appointed.
- 7.2 The [Disciplinary Commissioner] shall act independently and impartially at all times and shall have had no prior involvement with the case.
- 7.3 The [Disciplinary Commissioner] shall determine the procedure to be followed in any matter referred to him under these *Regulations*, provided that such procedure respects (a) the express requirements of these *Regulations*; (b) the requirements of any other regulations issued by the [NAME OF NA] in relation to proceedings before the [Disciplinary Commissioner]; and in particular (c) the rights of the parties to present their own cases, including being given notice of and a fair opportunity to address the case asserted against them, the right to present evidence in support of their case and to challenge evidence presented against them, and the right to a timely, reasoned decision. For example, the [Disciplinary Commissioner] may issue directions as to the date(s) of any hearing, and deadlines for any pre-hearing submissions to be filed and/or others steps to be taken by the parties in preparation for such hearing.
- 7.4 Hearings will be held at a venue chosen by the [Disciplinary Commissioner]. Ordinarily, they will be conducted on a confidential basis and in the ..... language. The parties may be legally represented (at their own expense) at any hearing. Where two or more *Participants* are charged under these *Regulations* in relation to the same incident or set of facts or other related matters, the proceedings against the *Participants* may be consolidated for purposes of hearing and determination.
- 7.5 The [NAME OF NA] shall have the burden of proving each charge to the comfortable satisfaction of the [Disciplinary Commissioner]. This standard of proof is greater than a mere balance of probability but less than proof beyond a reasonable doubt.

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- 7.6 Where the *Participant* alleges that specific facts or circumstances afford him a defence or some other right or benefit under these *Regulations*, he shall have the burden of proving such facts or circumstances on the balance of probabilities.
- 7.7 The *[Disciplinary Commissioner]* shall not be bound by judicial rules governing the admissibility of evidence. Instead, facts may be established by any reliable means, including (without limitation) witness evidence, expert reports, and documentary evidence.
- 7.8 The *[Disciplinary Commissioner]* shall have discretion to accept any facts established by a decision of a court or professional disciplinary tribunal of any competent jurisdiction which is not subject to a pending appeal as irrefutable evidence against the *Participant* to whom the decision relates, unless the *Participant* establishes that the decision violated the principles of natural justice.
- 7.9 The *[Disciplinary Commissioner]* shall be entitled to draw an adverse inference against any *Participant* who (a) fails to comply with any information request that has been made of him in accordance with these *Regulations*; (b) fails to appear in front of the *[Disciplinary Commissioner]* if requested to do so a reasonable time in advance of the hearing; or (c) fails to answer any question(s) put to him in the hearing.
- 7.10 Once the parties have made their submissions, the *[Disciplinary Commissioner]* shall determine whether a breach has been committed. Where the *[Disciplinary Commissioner]* determines that a breach has been committed, he shall also determine the appropriate *Sanction(s)* in accordance with Article 8, after considering any submissions on the subject made by the parties.
- 7.11 The *[Disciplinary Commissioner]* shall issue a decision in writing as soon as possible, setting out (with reasons):
- (a) the *[Disciplinary Commissioner]*'s findings as to whether any breach has been committed;
  - (b) the *[Disciplinary Commissioner]*'s findings as to what *Sanctions*, if any, are to be imposed; and
  - (c) the date that any period of ineligibility imposed shall commence.
- 7.12 A copy of the decision will be sent to the *[NAME OF CF]* and the *FIH*. The decision may be made public upon receipt, including by posting a copy on the website of the *[NAME OF NA]* and/or the website of the *[NAME OF CF]* and/or the *FIH*.

## ARTICLE 8 – SANCTIONS

### 8.1 Ineligibility

- (a) If the [Disciplinary Commissioner] upholds a charge, he shall impose a period of ineligibility on the *Participant* of a minimum of three (3) months and a maximum of life. He shall fix the period of ineligibility within that range based on his assessment of what is proportionate in all of the facts and circumstances of the case, taking into account in particular (i) the nature of the breach(es), (ii) the degree of culpability of the *Participant*, (iii) the harm that the breach(es) has/have done to the sport, (iv) the need to deter future breaches, and (v) any specific aggravating or mitigating factors.
- (b) Aggravating factors may include (without limitation):
- (i) the age or experience or position of trust or authority of the *Participant* (e.g., as captain of the team);
  - (ii) the *Participant's* previous disciplinary record, including in particular any prior breaches of these *Regulations* or similar offences;
  - (iii) any finding that the *Participant* breached more than one Article of these *Regulations* or breached the same Article more than once;
  - (iv) any finding that the *Participant* received or expected to receive a significant *Benefit* as a result of his breach;
  - (v) any finding that the *Participant's* breach affected or had the potential to affect the course or outcome of a *National Event*;
  - (vi) any finding that the breach was part of a broader scheme involving other *Participants*;
  - (vii) the *Participant's* deceptive and/or obstructive behaviour during the course of the [NAME OF NA]'s investigation and/or the proceedings before the [Disciplinary Commissioner], such as providing no (or incomplete or inaccurate) information in response to questions or requests for information, or pursuing frivolous arguments or defences; and/or
  - (viii) a lack of remorse on the part of the *Participant* (including, for example, refusing to take part in anti-corruption educational programs organised by the [NAME OF NA]).
- (c) Mitigating factors may include (without limitation):
- (i) the youth or inexperience of the *Participant* and/or any finding that he was taken advantage of by more experienced or more senior *Participants*;
  - (ii) the *Participant's* good previous disciplinary record;
  - (iii) any finding that the *Participant* did not receive or expect to receive any significant *Benefit* as a result of his breach(es);
  - (iv) any finding that the *Participant's* breach(es) did not affect or have the potential to affect the course or outcome of a *National Event*;
  - (v) the *Participant's* timely admission of guilt when confronted with the alleged breach(es);

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- (vi) the *Participant's* cooperative behaviour during the course of the [NAME OF NA]'s investigation and/or the proceedings before the [Disciplinary Commissioner], such as providing information requested on a timely and complete basis, and/or volunteering information;
  - (vii) the *Participant'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 [NAME OF NA] or other relevant authority to establish other breaches of these *Regulations* or other applicable laws or regulations); and
  - (viii) the *Participant* displaying remorse (including, for example, by agreeing to take part in anti-corruption educational programs organised by the [NAME OF NA]).
- (d) The period of ineligibility imposed under Article 8.1(a) shall commence on the date it is imposed by the [Disciplinary Commissioner], but the *Participant* shall be given credit for any period of provisional suspension he has served (voluntarily or otherwise).
- (e) During the period of ineligibility, the *Participant* may not participate (or, in the case of an *Athlete Support Personnel*, assist an *Athlete* who is participating) or be involved in any manner or capacity in any *Hockey* match or event or other *Hockey*-related activity (save that at the invitation of the *FIH* or the [NAME OF NA] or the [NAME OF CF] he may attend an *Event* in an educational capacity as part of an anti-corruption programme organised by the *FIH* or the [NAME OF NA] or the [NAME OF CF]). Nor may he work or train with anyone participating (or assisting an *Athlete* who is participating) in any such match or event or activity.
- (f) If a *Participant* breaches Article 8.1(e), he shall be required to serve the full original period of ineligibility, starting from the date of the last breach and disregarding the period of ineligibility served prior to such breach.
- (g) These *Regulations* shall continue to apply to any ineligible *Participant* and separate proceedings may be brought against the *Participant* under these *Regulations* for any breach committed during the period of ineligibility.

### 8.2 Power to fine

The [Disciplinary Commissioner] may also impose a fine on the *Participant* up to a maximum of the value of any *Benefit* received by the *Participant*, directly or indirectly, as a result of his breach of the *Regulations*.

### 8.3 Costs

The [Disciplinary Commissioner] may also order the *Participant* to pay all or part of the costs of the proceedings and/or of the costs incurred by the [NAME OF NA] in investigating the matter and/or pursuing the case against the *Participant*.

### 8.4 Disqualification of Results

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

### 8.5 Reinstatement

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- (a) A *Participant* who is serving a period of ineligibility for breach of these *Regulations* may apply to the [NAME OF NA] for early reinstatement of his eligibility on the basis of new mitigating circumstances, such as his provision of *Substantial Assistance* after the decision imposing the original period of ineligibility. The [NAME OF NA] shall have absolute discretion whether or not to grant such early reinstatement.
- (b) In any event, even if his period of ineligibility has expired, a *Participant* may not participate in any manner or capacity in any *Hockey* match or event organised, sanctioned or recognised by the *FIH*, any *Continental Federation* and/or any *National Association* until he has paid in full any fine and/or costs that he is ordered to pay under these *Regulations* (unless the [NAME OF NA] in its absolute discretion waives such amounts or agrees an instalment plan for the payment of such amounts).

### ARTICLE 9 – APPEAL PROCEEDINGS

- 9.1 The following decisions may be appealed either by the [NAME OF NA], or the *Participant* who is the subject of the decision, or the *FIH*, exclusively to the *CAS* in accordance with this Article 9:
- (a) a decision by the [NAME OF NA] that there is no case to answer in a particular matter;
  - (b) a decision to withdraw or to dismiss a charge of breach of these *Regulations* (e.g., on procedural or jurisdictional grounds);
  - (c) a decision that a breach has been committed;
  - (d) a decision that a breach has not been committed;
  - (e) a decision to impose one or more *Sanction(s)* on account of a breach; and
  - (f) a decision not to impose any *Sanction* on account of a breach.
- 9.2 To be valid, the appeal must be filed with the *CAS* in writing within twenty-one (21) days of the appealing party's receipt of the decision in writing.
- 9.3 The decision, including any *Sanction(s)* imposed, shall remain in effect while the appeal is pending, unless the *CAS* directs otherwise.
- 9.4 Unless otherwise agreed between the parties to the appeal and the *CAS*, the appeal shall take place in private at the *CAS* offices in Lausanne before a panel of three (3) *CAS* arbitrators. The appeal proceedings shall be conducted in English and Swiss law shall apply.
- 9.5 Decisions of the *CAS* on the appeal shall be final and binding on all parties, the *FIH*, and all *Continental Federations* and *National Associations*, and may not be appealed or otherwise challenged in any forum or on any grounds except as set out in Chapter 12 of Switzerland's Federal Code on Private International Law.

### ARTICLE 10 – RECOGNITION OF DECISIONS

- 10.1 All *Persons* affiliated directly or indirectly to the [NAME OF NA] shall comply with, recognise and take all necessary and reasonable steps within their powers to enforce and give effect to these *Regulations* and to all decisions and *Sanctions* imposed hereunder.
- 10.2 The [NAME OF NA] shall recognise and take all necessary and reasonable steps within their powers to enforce and give effect to all decisions taken by the *FIH*, *Continental Federations* or *National Associations* under their respective anti-corruption regulations adopted in accordance with Article 2.5 of the *FIH Anti-Corruption Regulations*.

## TEMPLATE FOR NATIONAL FEDERATIONS

- ARTICLE 11 - CONFIDENTIALITY**
- 11.1 The [NAME OF NA], [NAME OF CF] and the *FIH* may disclose information obtained in investigations and proceedings under these *Regulations* (a) to third parties as necessary to facilitate the application or enforcement of these *Regulations* and/or to achieve the underlying objective to protect the integrity of the sport; and/or (b) to other competent authorities, where such information may also relate to possible breaches of laws or regulations under the jurisdiction of such authorities.
- 11.2 The [NAME OF NA],[NAME OF CF] and 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 *Participant* in question or his representative(s).

## TEMPLATE FOR NATIONAL FEDERATIONS

### APPENDIX 1: DEFINITIONS

"**Athlete**" means (a) any athlete who participates or is selected to participate in a *National Event*; and (b) any athlete who participates or is selected to participate in any other *Event*, insofar as his conduct may impact upon a *National Event(s)*.

"**Athlete Support Personnel**" means any coach, trainer, manager, athlete representative, agent, team staff member, official, medical or para-medical personnel, family member or other person employed by or working with an *Athlete* or the *Athlete's National Association*.

"**Benefit**" means money or money's worth (other than prize money and/or contractual payments to be made under endorsement, sponsorship or other contracts).

"**Bet**" means a bet, a wager, or any other form of financial speculation.

"**Betting**" means making, accepting, or laying a *Bet*, and shall include (without limitation) activities commonly referred to as sports betting, such as fixed and running odds, totalisator/toto games, live betting, betting exchanges, spread betting, and other games offered by sports betting operators.

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

"**Continental Event**" means a hockey tournament, competition or match organised, sanctioned or recognised by a *Continental Federation* that is: (a) open to Athletes and/or non-national representative teams who are affiliated to different National Associations of that *Continental Federation*; and (b) staged (in whole or in part) within the jurisdiction of that *Continental Federation*.

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

"**[Disciplinary Commissioner]**" means [the person or body appointed by the **[NAME OF NA]** to hear and determine at first instance charge of breach of code of conduct such as these *Regulations*].

"**Event**" means any *Hockey* tournament or competition or match.

"**FIH**" means the International Hockey Federation.

"**FIH Anti-Corruption Regulations**" means the anti-corruption regulations adopted by the *FIH* from time to time.

"**Hockey**" means the game of hockey, including both field and indoor hockey and all current and future forms, variations and/or derivatives of the game modified or derived from its traditional form, irrespective of the number of players involved, or the type of venue or playing surface used (excluding only ice-hockey), as decided from time to time by the *FIH* Executive Board.

"**Inside Information**" means any information relating to any *National Event* or other *Event* that a *Participant* possesses by virtue of his position within the sport. Such information includes, but is not limited to, factual information regarding the competitors, the conditions, tactical considerations or any other aspect of the *National Event* or other *Event*, but **does not include** such information that is already published or a matter of public record, readily acquired by an interested member of the public, or disclosed according to the rules and regulations governing the relevant *National Event*.

"**International Event**" means a hockey tournament, competition or match organised or sanctioned by the *FIH* that is contested by national representative teams.

"**National Associations**" means the national governing bodies of *Hockey* that are members of the *FIH* to which a *Participant* under these *Regulations* is affiliated directly or through a club or another body affiliated to the member.

## TEMPLATE FOR NATIONAL FEDERATIONS

"**National Event**" means a hockey tournament, competition or match organised or sanctioned by a *National Association* that is: (a) contested by teams of or affiliated to that *National Association*; and (b) staged entirely within that *National Association's* territory.

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

"**Participant**" means any *Athlete*, *Athlete Support Personnel*, judge, referee, delegate, commissioner, jury of appeal member, *Event* official, member of a *National Association* team or delegation, and any other accredited person.

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

"**Regulations**" means these Anti-Corruption Regulations, as amended by the [NAME OF NA] from time to time.

"**Sanction**" means any sanction imposed for breach of these *Regulations*.

"**Substantial Assistance**" means (a) the *Participant's* provision to the [NAME OF NA] of truthful, accurate and complete information about potential breaches of the *Regulations* and/or other similar laws or regulations of which the *Participant* has knowledge; and (b) full cooperation with the investigation and prosecution (whether by the [NAME OF NA] 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.