



HOCKEY INDIA

ANTI-CORRUPTION REGULATIONS

Adopted from the FIH Anti-Corruption Regulations

(25 March 2016)

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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 *Hockey India* has therefore adopted the *FIH Anti-Corruption Regulations*, in the Hockey India Annual General Meeting on 23 July 2012, as basis for the fight against corruption in the sport of Hockey, (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 *International Events or other 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shall come into effect as from 1 August 2012 and shall continue in effect (as amended from time to time) until repealed by the *Hockey India Executive Board*.

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, Hockey India and its stakeholders as to what is necessary and proportionate in order to protect the integrity of the sport of *Hockey*.
- (c) Words and phrases appearing in these *Regulations* in italicised text are defined terms that bear the meaning set out in Appendix 1 to these *Regulations*. All uses of the masculine gender shall be deemed to encompass references to both genders. 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 (a) to each core probable in the Hockey India national camps, (b) to each Participant in an *International Event or other Event* including all *Athlete Support Personnel* assisting one or more Athletes participating in the camp, domestic or international event, from the date the *Participant* is first selected to participate (or to assist an *Athlete* who has been selected to participate) until the date that is six (6) months after his/her last participation (or assistance of an *Athlete* participating); and (c) to *Participants* in any other events, to the extent that their conduct may impact upon activities of Hockey India, from the date of selection to participate in the other event until the date that is six (6) months after their last participation (or assistance of an *Athlete* participating) in an Event. However, the FIH and/or Hockey India 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 FIH's and Hockey India'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/she reads and understands these *Regulations* (including, without limitation, what conduct constitutes a breach of these *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 Hockey India activity or sanctioned event or FIH *International Event*, each *Participant*:
- (a) submits to the jurisdiction of the FIH or Hockey India to investigate potential breaches of these Regulations in the manner set out in Article 4 of these *Regulations*;
 - (b) submits to the exclusive jurisdiction of the appropriate *Disciplinary Committee/Disciplinary Commissioner (as applicable)* to hear and determine charges brought by Hockey India and/or FIH under these *Regulations* in accordance with Article 7 of these Regulations; and
 - (c) submits to the exclusive jurisdiction of the *Appellate Disciplinary Authority/CAS (as applicable)* to hear and determine appeals from decisions of the *Disciplinary Committee/Commissioner* as set out in Article 9 of these *Regulations*.

- (d) agrees to provide an updated list of all their mobile telephone numbers to Hockey India and make available such list to the applicable law enforcement authorities for purposes of monitoring and necessary action.
- (e) agrees to sign a written undertaking to Hockey India to disclose if they have an agent, and if so, provide the contact details to Hockey India. Participants will also ensure that any and all of their agents will be registered with Hockey India within 30 days of their engagement.
- (f) agrees not to provide the details or invite agents to any camp, team hotel or tournament or have any interaction with agents whilst they are on any official duty for Hockey India or as a member of the National Team / Core Probables.

2.4 Notice from the FIH under these *Regulations* to a *Participant* who is under the jurisdiction of a *Hockey India* may be accomplished by delivery of the notice to *Hockey India*. On receipt of such notice, *Hockey India* shall make immediate contact with the *Participant* to whom the notice is applicable. Notice from Hockey India to a *Participant* under the jurisdiction of any State Association/Institutional Member/Associate Member may be accomplished by delivery of the notice to such member and the member shall be responsible for making immediate contact with the *Participant*.

2.5 Anti Corruption Regulations - enforcement at the national and state level as adopted and approved by the *Hockey India Executive Board*:

- (a) Each State Association/Institutional Member/Associate Member must adopt regulations equivalent to these *Regulations* to protect the integrity of *Events* that it organises or sanctions. Thereafter, each State Association/Institutional Member/Associate Member must ensure compliance with such regulations by rigorous and effective application and enforcement of the regulations.
- (b) To ensure transparency and accountability, the regulations of the State Association/Institutional Member/Associate Member must include provisions giving the Hockey India (i) the right to be notified and kept informed of any investigations and/or enforcement proceedings conducted on a national level under those regulations (including observer rights at any hearings); and (ii) the right to appeal to the *Appellate Disciplinary Authority/CAS* (as applicable) against decisions taken under those regulations (including, without limitation, decisions under the regulations not to pursue a particular matter). The State Association/Institutional Member/Associate Member must respect and give practical effect to those rights in good faith.

- (c) Where the same conduct could be pursued as a breach of these *Regulations* and as a breach of the regulations of the FIH, FIH shall decide whether it or Hockey India should pursue the matter.

ARTICLE 3 – BREACH 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 *Event or International 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 *Event or International Event*, for the direct or indirect benefit of the *Participant*.

3.2 **Interference with an Event**

- (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 *International Event* or any other *Event*.
- (b) Ensuring the occurrence of a particular incident in an *International 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 an *International 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 *International Event* or any other *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 the integrity of an *International Event* or 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 an *International Event* or other *Event* or the sport of *Hockey* generally.
- (b) Failing to disclose to Hockey India or the FIH 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 Hockey India or the FIH (as applicable) in relation to a possible breach of these *Regulations*, including (without limitation) failing to provide any information and/or documentation requested by *Hockey India* or the *FIH* 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 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*.

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 *International Event* or other *Event* in question.
- (b) The nature or outcome of any *Bet* in issue.
- (c) The outcome of the *International Event* or other *Events* on which the *Bet* was made.
- (d) Whether or not the *Participant's* efforts or performance (if any) in any *International Event* or other *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 *International 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 Hockey India and FIH (where applicable) for investigation and possible charge and/or for referral to criminal and/or other competent authorities.
- 4.2 *Hockey India* and/or 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* in relation to any *International Events or other 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 FIH/Hockey India 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 partners in the Olympic Movement in relation to corruption in sport.
- 4.3 Hockey India or the FIH 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 FIH/Hockey India shall have discretion, where it deems it appropriate, to coordinate and/or stay its own investigation pending the outcome of investigations conducted by other competent authorities. All *Participants* must cooperate fully with such investigations. Any failure to do so may be treated as a breach of Article 4.5 of these *Regulations*.
- 4.4 As part of any such investigation, if the FIH/Hockey India 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 *Hockey India* or the *FIH* 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.

ARTICLE 5 – COMMENCING PROCEEDINGS BEFORE THE HOCKEY INDIA DISCIPLINARY COMMITTEE/FIH DISCIPLINARY COMMISSIONER

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 *FIH/Hockey India* 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 FIH or Hockey India* determines that a *Participant* has a case to answer for breach of these *Regulations*, the *FIH or Hockey India* shall issue a written *Notice of Charge* to the *Participant* that sets 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 *FIH/Hockey India* 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 Committee/Commissioner* (as applicable) 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 Committee/Commissioner*(as applicable) 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 wishes to dispute the charge(s) and/or have the Sanctions mitigated/determined by the *Disciplinary Committee*.

(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 In cases where the FIH issues a the *Notice of Charge*, it will be sent to the Hockey India and the FIH shall be entitled thereafter to keep Hockey India informed of the progress of the matter for any occurrence in an *International Event*. Hockey India shall be bound by the confidentiality provisions of Article 11 of these *Regulations*. Where Hockey India issues a *Notice of Charge* it may be sent either directly to the *Participant* or to the State Association/Institutional Member/Associate Member.

5.4 Where the Participant:

(a) admits the charge(s) and accepts the Sanction(s) specified in the *Notice of Charge*, or other Sanction(s) agreed by the FIH/Hockey India; 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 Committee/Commissioner*; (ii) an admission of the charge(s); and (iii) an acceptance of the Sanction(s) specified in the *Notice of Charge*);

the *FIH/Hockey India* 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 Committee/Commissioner*(as applicable). Alternatively, in appropriate cases (such as where the FIH/Hockey India specified a range of potential Sanction(s) in the *Notice of Charge*), the FIH/Hockey India may refer the matter to the *Disciplinary Committee* 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 Committee/Commissioner*, the matter shall be referred to the *Disciplinary Committee/Commissioner* for determination in accordance with Article 7.

ARTICLE 6 – PROVISIONAL SUSPENSION

6.1 In any case where the FIH or Hockey India 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 Committee/Commissioner*.

6.2 The provisional suspension may be imposed when the *Notice of Charge* is issued or at any time thereafter. It 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 State Association/Institutional Member/Associate Member with which the *Participant* is affiliated 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 Committee/Commissioner* for an order lifting the provisional suspension. On such application, it shall be the *FIH/Hockey India's* burden to establish that (i) there is a reasonable prospect that the charge(s) will be upheld; and (ii) in such circumstances, there is a real risk that the integrity of the sport could be seriously undermined if the *Participant* was not provisionally suspended. The *Disciplinary Committee/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 Committee/Commissioner*. Notice of the *Disciplinary Committee/Commissioner's* decision on the application shall be sent to the persons to whom notice of the original imposition of the provisional suspension was sent. There shall be no appeal from the *Disciplinary Committee's/Commissioner's* decision.

6.4 A *Participant* who receives a *Notice of Charge* may at any time notify the *FIH or Hockey India* that he is foregoing any involvement in any *Hockey* match or event pending determination of the charge(s) against him. Such voluntary provisional suspension will come into effect, for purposes of Article 8.1(c), only upon receipt by the *FIH or Hockey India* of written confirmation of the *Participant's* acceptance of

the provisional suspension.

6.5 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 6.3(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 BEFORE THE FIH DISCIPLINARY COMMISSIONER/HOCKEY INDIA DISCIPLINARY COMMITTEE

- 7.1 Where a matter is referred to the FIH *Disciplinary Commissioner/Hockey India Disciplinary Committee* 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 Committee/Commissioner* shall encompass references to such tribunal, where appointed.
- 7.2 The *Disciplinary Committee/Commissioner* shall act independently and impartially at all times. He shall have had no prior involvement with the case. In the case of the FIH *Disciplinary Commissioner* he shall not, unless otherwise agreed between the parties, be from the same country as the *Participant* charged.
- 7.3 The *Disciplinary Committee/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 *Executive Board* in relation to proceedings before the *Disciplinary Committee/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 Committee/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 Committee/Commissioner*. Ordinarily, they will be conducted on a confidential basis, and in English. 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 *FIH or Hockey India* shall have the burden of proving each charge to the comfortable satisfaction of the *Disciplinary Committee/Commissioner*. This standard of proof is greater than a mere balance of probability but less than proof beyond a reasonable doubt.

- 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 Committee/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 Committee/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 Committee/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 Committee/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 Committee/Commissioner* shall determine whether a breach has been committed. Where the *Disciplinary Committee/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 Committee/Commissioner* shall issue a decision in writing as soon as possible, setting out (with reasons):
- (a) the *Disciplinary Committee/Commissioner's* findings as to whether any breach has been committed;
 - (b) the *Disciplinary Committee's/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 In the case of proceedings initiated by FIH, a copy of the decision will be sent to Hockey India and in the event of proceedings initiated by Hockey India, the decision may be sent to the relevant State Association/Institutional Member/Associate Member. The decision may be made public upon receipt, including by posting a copy on the website of *FIH and/or Hockey*.

ARTICLE 8 – SANCTIONS

8.1 The *Disciplinary Committee/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.

8.2 The *Disciplinary Committee/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.

The *Disciplinary Committee/Commissioner* shall be entitled to draw an adverse inference against any Participant who (a) fails to comply with any information request that has been

8.1 Ineligibility

(a) If the *Disciplinary Committee/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 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 Articles 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 an *International*

- Event* or other 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 FIH's investigation and/or the proceedings before the *Disciplinary Committee/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 *Hockey India* or the *FIH*).

(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 *International Event* or other *Event*;
- V. the *Participant's* timely admission of guilt when confronted with the alleged breach(es);
- VI. the *Participant's* cooperative behaviour during the course of the *FIH/Hockey India's* investigation and/or the proceedings before the *Disciplinary Committee/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 *FIH, Hockey India* 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 *Hockey India* or *FIH*).

- (d) The period of ineligibility imposed under Article 8.1(a) shall commence on the date it is imposed by the *Disciplinary Committee/Commissioner*, but the Participant shall be given credit for any period of provisional suspension that 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 FIH's invitation he may attend an International Event in an educational capacity as part of anti-corruption programme organised by *Hockey India or the FIH*). 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 Committee/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 Committee/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 FIH/Hockey India in investigating the matter and/or pursuing the case against the *Participant*.

8.4 **Disqualification of Results**

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

8.5 Reinstatement

- (a) A *Participant* who is serving a period of ineligibility for breach of these Regulations may apply to the *FIH/Hockey India Executive Board* for early reinstatement of his eligibility on the basis of new mitigating circumstances, such as his provision of *Substantial Assistance* after the decision imposing the original period of ineligibility. The *FIH/Hockey India Executive Board* shall have absolute discretion whether or not to grant such early reinstatement.

- (b) In any event, even if his period of ineligibility has expired, a *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 Hockey India until he has paid in full any fine and/or costs that he is ordered to pay under these *Regulations* (unless the *FIH* or *Hockey India*, as applicable, in its absolute discretion waives such amounts or agrees an installment plan for the payment of such amounts).

ARTICLE 9 – APPEAL PROCEEDINGS

9.1 In the case of proceedings initiated by the FIH, the following decisions by the Disciplinary Commissioner may be appealed either by the FIH or the Participant who is the subject of the decision exclusively to the CAS in accordance with this Article 9:

- (a) A decision to dismiss a charge of breach of these *Regulations* (e.g. on procedural or jurisdictional grounds);
- (b) A decision that a breach has been committed;
- (c) A decision that a breach has not been committed;
- (d) A decision to impose one or more *Sanction(s)* on account of a breach; and
- (e) 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

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 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 and on all *Continental Federations and National Associations*, and may not be appealed or otherwise challenged in any forum or on any grounds except as set out in Chapter 12 of Switzerland's Federal Code on Private International Law.

9.6. In the case of proceedings initiated by Hockey India, the following decision of the Disciplinary Committee may be appealed either by Hockey India or the *Participants* who is the subject of the decision exclusively to the *Appellate Disciplinary Authority* in accordance with this Article:

- (a) A decision to dismiss a charge of breach of these *Regulations* (e.g. on procedural or jurisdictional grounds);
- (b) A decision that a breach has been committed;
- (c) A decision that a breach has not been committed;

(d) A decision to impose one or more *Sanction(s)* on account of a breach; and

(e) A decision not to impose any *Sanction* on account of a breach.

9.6 To be valid, the appeal must be filed with the *Appellate Disciplinary Authority* in writing within twenty-one (21) days of the appealing party's receipt of the decision

9.7 The decision, including any *Sanction(s)* imposed, shall remain in effect while the appeal is pending, unless the *Appellate Disciplinary Authority* directs otherwise.

9.8 The appeal shall take place in private at the *Appellate Disciplinary Authority's* offices in New Delhi before a panel of three (3) members consisting of one retired judicial officer or senior advocate and 2 eminent sports persons. The appeal proceedings shall be conducted in English and Indian law shall apply.

9.9 Decisions of the Appellate Disciplinary Authority on the appeal shall be final and binding on all parties and on all State Associations/ Institutional Members / Associate Members and Hockey India, and may not be appealed or otherwise challenged in any forum or on any grounds except those available under Indian law.

ARTICLE 10 – RECOGNITION OF DECISIONS

- 10.1 Hockey India 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 Hockey India shall recognise and take all necessary and reasonable steps within their powers to enforce and give effect to all decisions taken under the regulations.
- 10.3 In the event the FIH recognises, respects and gives effect to a final decision of another international federation or of a *Major International Event Organisation* in relation to a Participant that are within that body's jurisdiction under its own anti-corruption regulations, to the extent relevant, Hockey India shall do the same.

ARTICLE 11 – CONFIDENTIALITY

- 11.1 Hockey India 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 Hockey India 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).

APPENDIX 1: DEFINITIONS

"Athlete" means (a) any athlete who participates or is selected to participate in an International Event; and (b) any athlete who participates or is selected to participate in any other Event; (c) any athlete who participates or is selected to participate in a Hockey India training camp; and (d) any athlete who participates or is selected to participate in a Domestic Event or Tournament sanctioned by Hockey India;

"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.

"Appellate Disciplinary Authority" means the Appellate Authority constituted under the Statutes of Hockey India consisting of one retired judicial officer or senior advocate and two eminent sports persons.

"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. **"Congress"** means the Congress of the FIH referred to in the Statutes. **"Continental Federations"** means the continental federations referred to in the Statutes. **"Disciplinary Commissioner"** means the Disciplinary Commissioner referred to in the Statutes.

"Disciplinary Committee" means a committee constituted under the Statutes of Hockey India consisting of three eminent sports persons/sports administrators.

"Event" means any Hockey tournament or competition or match organized or sanctioned by Hockey India.

"Executive Board" means the Executive Board of the FIH referred to in the Statutes or the Executive Board of Hockey India, as applicable in the context

"FIH Disciplinary Commissioner" means the Disciplinary Commissioner referred to in the FIH Statutes.

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

"Inside Information" means any information relating to any International Event or any 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 International 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 International Event or other Event.

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

"Major International Event Organisation" means any international multi-sport organisation that acts as the ruling body for any continental, regional or other International Event.

"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, National Association team, State Or Institutional team, Core Probable or delegation member, 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 Executive Board from time to time.

"Sanction" means any sanction imposed by the Disciplinary Commissioner for breach of these Regulations.

"Substantial Assistance" means (a) the Participant's provision to the FIH or Hockey India (as applicable) 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 FIH, Hockey India or by another body, including a criminal or regulatory body) of such breaches, including (without limitation) by testifying at a hearing if required to do so.

"Statutes" means the Statutes of the FIH adopted by Congress from time to time, and as adopted by Hockey India.