



# IIHF INTEGRITY BOOK

## **IIHF Integrity Book - Table of contents**

- **General Rules** **p. 3**
  
- **IIHF Ethics Code** **p. 11**
  - **Appendix 1: IIHF Gifting Policy**
  - **Appendix 2: IIHF Conflicts of Interest Policy**
  - **Appendix 3: IIHF Election Conduct Guidelines**
  
- **IIHF Abuse and Harassment Code** **p. 32**
  
- **IIHF Competition Manipulation Code** **p. 49**
  
- **IIHF Anti-Doping Code** **p. 53**

## Integrity Book – General Rules

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### A. PURPOSE, SCOPE AND APPLICATION

#### 1. Introduction

- 1.1. The International Ice Hockey Federation (“IIHF”) has adopted this Integrity Book to establish clear integrity standards for persons involved in the activities of the IIHF, to prohibit conduct that might undermine public confidence in the integrity of Ice Hockey and/or in the uncertainty of outcome of Events, and to establish effective mechanisms for enforcement of this Integrity Book and sanctions for its breach. This Integrity Book sets out general obligations and anticorruption rules that apply to all Covered Parties (Section 3).
- 1.2. The IIHF is committed to uphold integrity in the governance and administration of Ice 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.
- 1.3. The IIHF is also committed to uphold the integrity of Ice Hockey on the ice. The essence of the sport of Ice 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 IIHF recognizes 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 IIHF agrees to respect the Olympic Movement Code on the Prevention of Manipulation of Competitions established by the IOC, and requires its Member National Associations (“MNAs”) to do the same within their jurisdictions.
- 1.4. Conduct prohibited under this Integrity Book 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 Book 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 Ice Hockey, and/or in the staging and conduct of Events. It operates without prejudice to such laws and regulations, and vice versa.
- 1.5. For the avoidance of doubt, this Integrity Book shall not replace or in any way affect or alter the IIHF’s ability to pursue appropriate disciplinary action against an IIHF Staff Member under the terms of any employment or consultancy contract with such IIHF Staff Member, including to any of the IIHF’s employment policies in force from time to time. Where conduct prohibited under this Integrity Book also amounts to a breach of the terms of an IIHF Staff Member’s employment or consultancy arrangement with the IIHF, the IIHF shall be entitled, at its absolute discretion, to elect to pursue disciplinary action against such Staff Member pursuant to the applicable employment or consultancy contract in addition to disciplinary action in accordance with this Integrity Book. There shall be no requirement on the IIHF to have first instituted, or to subsequently institute, any action under this Integrity Book.
- 1.6. This Integrity Book will come into full force and effect on 1 October 2021 (Effective Date),

and will supersede the previous IIHF Code of Conduct 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 favorable to the person(s) involved than the previous IIHF Code of Conduct (as applicable). This Integrity Book may be amended from time to time by the IIHF Congress.

## **2. Interpretation and definitions**

- 2.1. Unless otherwise indicated, references to Sections, Articles and Appendices are to sections, articles and appendices of this Integrity Book; references to any one gender include all other genders; and words denoting the singular include the plural and vice versa.
- 2.2. Unless otherwise indicated in this Integrity Book, all words shall have the meaning as defined in the IIHF Statutes and Bylaws.
- 2.3. Any deviation from any provision of this Integrity Book 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.
- 2.4. Any lacuna in this Integrity Book shall be filled, and any unforeseen circumstances arising in relation to the Integrity Book shall be addressed, by reference to, and in a manner consistent with, the objectives underlying this Integrity Book.
- 2.5. For purposes of this Integrity Book, Event(s) shall be defined as follows: any competition, tournament, game or event organized in accordance with the rules of the IIHF or any of its affiliated organizations including any of its MNAs and any national sports federations of National Olympic Committees, or, where appropriate, in accordance with the rules of any other competent sports organization.
- 2.6. This Integrity Book 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 IIHF and its stakeholders as to what is necessary and proportionate in order to protect the integrity of the sport of Ice Hockey, and should be respected accordingly by all outside agencies.

## **3. Covered Parties**

### **3.1. Initial Review**

- 3.1.1. For the purpose of this Integrity Book, unless the applicable Code in this Integrity Book specifically describes the parties to whom the policy applies, the following institutions, organizations and persons are considered “Covered Parties” and subject to the jurisdiction of the IIHF in the terms herein established:
  - a) Each person serving as a member of the IIHF governing bodies, including (without limitation) the IIHF President, IIHF General Secretary, IIHF Council Members, and any candidates for election to the IIHF Council.
  - b) Each person serving as a member of a Committee, Board, Panel, Tribunal or Working Group of the IIHF and each person appointed to represent the IIHF on any Committee, Board or Working Group or in any similar role.

- c) 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 an IIHF Staff Member (“IIHF Staff Member”).
- d) Each person appointed or assigned by the IIHF or an Event organizer to work/volunteer at an Event and/or attend an Event on behalf of the IIHF or the Event organizer, including, but not limited to, any on-ice officials, off-ice officials, officiating coaches, result managers, medical supervisors, medical personnel, Event chairmen/chairwomen, delegates, technical officials or any other officials, and any other person who receives accreditation to an Event as a representative of the IIHF.
- e) Any player who is subject to the jurisdiction of the IIHF or MNA, including, but not limited to, any players who participate (or are selected to participate) in an Event.
- f) Any coach, trainer, manager, agent, team staff member, official, medical personnel or any other person or entity working with, treating or assisting a player participating in or preparing for an Event.
- g) Each person serving as a member of a Committee, Board, Panel, Tribunal or Working Group of an MNA; each person serving as a member of an MNA team or delegation (or other persons accredited to attend an Event on behalf of an MNA); and each person who acts, or is entitled to act, for or on behalf of an MNA, including (without limitation) staff, consultants, agents and advisors.
- h) Any MNA.
- i) Any team, club or other entity participating in an Event.
- j) Each person or entity organizing an Event, including any candidate/host country seeking to host or hosting an Event and its local organizing committee(s), and any of its officials, employees, volunteers and/or other persons entitled to act or attend an Event on its behalf.
- k) Any institution, organization and person who agrees in writing to be bound by this Integrity Book.

3.1.2. It shall be the responsibility of every Covered Party to ensure knowledge of the contents of this Integrity Book, including, without limitation, what conduct violates the rules contained within this Integrity Book.

### 3.2. Attempt or agreement to violation, or other involvement in violation

Unless set out otherwise in the respective Code, a Covered Party who:

- a) attempts or agrees with any other person to engage in conduct (whether by act or omission) that would constitute a violation of this Integrity Book (unless the Covered Party renounces his 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 Book if committed by the Covered Party; and/or

- c) authorizes, 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 Book if committed by the Covered Party;

the Covered Party shall be treated as if he committed such act or omission, 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, and he shall be liable accordingly under this Integrity Book.

#### **4. Covered conduct**

- 4.1. Covered Parties shall be bound by and required to comply with this Integrity Book: (a) whenever they are acting within the scope of their IIHF activities; and (b) at any other time where their conduct reflects upon the IIHF or might otherwise undermine the objectives underlying this Integrity Book. Unless indicated otherwise in a respective Code, Covered Parties shall cease to be bound by this Integrity Book as of the date that they cease to perform their role and/or to conduct the activities that originally qualified them as such.
- 4.2. A Covered Party will remain subject to this Integrity Book, and to the jurisdiction of the IIHF, the IIHF Ethics Board, the IIHF Disciplinary Board, and the Court of Arbitration for Sport (“CAS”) hereunder, in respect of matters occurring prior to the date that the Covered Party ceases to be bound by this Integrity Book. For the avoidance of doubt, the IIHF’s jurisdiction over a Covered Party under this Integrity Book shall survive any purported retirement or resignation by such Covered Party, whether such retirement or resignation takes place before or after any investigation has been opened in relation to him and/or proceedings have been instituted against him under this Integrity Book. A Covered Party who has retired or resigned may not participate in any Events, or take up any IIHF activities or have any dealings with the IIHF, until he has submitted himself to the investigation, and any consequent proceedings under this Integrity Book have been completed.

### **B. PROCEDURAL RULES**

#### **5. Procedure**

##### **5.1 Initial Review**

- 5.1.1. Upon receipt of a report of a potential violation of this Integrity Book, the IIHF Office shall conduct an initial review.
- 5.1.2. During the initial review, the IIHF Office shall examine the report and obtain any additional evidence it deems necessary, including but not limited to, witness statements, interviews, declarations, documents, opinions, recordings, or any other relevant proof.
- 5.1.3. Once the IIHF has concluded its examination, it shall create a case file containing all available evidence. If the IIHF Office asserts that there is sufficient evidence substantiating the report, the IIHF Office submits the case file to the IIHF Ethics Board.

##### **5.2 Investigation**

- 5.2.1. Upon receipt of the case file, the Ethics Board may conduct an investigation into the activities of a Covered Party suspected of violating this Integrity Book. The

Ethics Board may appoint one or more IIHF staff to help facilitate this investigation.

- 5.2.2. The investigation may be conducted in conjunction with relevant competent national or international authorities (including, criminal, administrative, professional and/or judicial authorities).
- 5.2.3. The Ethics Board shall have discretion, where it deems it appropriate, to (a) stay its own investigation pending the outcome of investigations conducted by other competent authorities or (b) refer the matter to the relevant MNA for investigation and sanctioning.
- 5.2.4. When requested thereto, all Covered Parties must cooperate fully with any Ethics Board investigation. Upon request by the Ethics Board, the Covered Party must provide any information which the Ethics Board considers may be relevant to investigate the alleged violation, including records relating to the alleged violation (such as betting account numbers and information, itemised telephone bills, bank statements, internet service records, computers, hard drives and other electronic information storage devices), and/or a statement setting out the relevant facts and circumstances around the alleged violation.
- 5.2.5. The Ethics Board may require the attendance of the Covered Party for an interview. The Ethics Board shall determine the time and place of any interview. The Ethics Board shall give sufficient notice to the Covered Party before any interview. The IIHF Covered Party shall be entitled to have legal representation and an interpreter present. If the Covered Party does not attend or fails or refuses to cooperate during an interview, or refuses to provide information demanded by the Ethics Board, then the investigation may go forward without the Covered Party's cooperation and an adverse inference may be drawn against the Covered Party for failure to cooperate.
- 5.2.6. If, once the Ethics Board has concluded its investigation, it determines, by preponderance of the evidence, that there is sufficient evidence to bring a charge for a violation of this Integrity Book, it shall refer the matter to the Directorate or IIHF Disciplinary Board for adjudication in accordance with the IIHF Disciplinary Code. The Ethics Board shall provide all information, documents, evidence, etc. uncovered during the investigation to the Directorate or the IIHF Disciplinary Board.

## **6. Sanctions**

- 6.1. For violations of this Integrity Book, sanctions may be imposed in accordance with Articles 5, 6 and 8 of the IIHF Disciplinary Code.
- 6.2. Where more than one violation has been committed, the sanction will be based on the most serious breach, and increased as appropriate depending on the specific circumstances.
- 6.3. This Integrity Book shall continue to apply to any ineligible Covered Party during any period of ineligibility and separate proceedings may be brought against the Covered Party under this Integrity Book and the IIHF Disciplinary Code for any breach committed during the period of ineligibility.

## **7. Appeals**

- 7.1. Final decisions of the IIHF Disciplinary Board imposing sanctions under this Integrity Book may be appealed by any party to the proceedings in question solely to the CAS.
- 7.2. 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).
- 7.3. 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).
- 7.4. 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 Book and the IIHF Disciplinary Code (and any other applicable IIHF Regulations and/or guidelines) and subsidiarily by Swiss law.
- 7.5. Decisions of the CAS on the appeal shall be final and binding on all parties and on all MNAs, 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.

## **8. Statute of limitation**

No proceedings for breach of this Integrity Book may be commenced against a Covered Party unless he is notified within ten years of the date on which the violation is alleged to have occurred. Provided that this time-limit is met, however, proceedings brought under this Integrity Book may be temporarily suspended 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.

## **9. Anti-Doping**

The provisions set out under this section B of the General Rules of the Integrity Book, are not applicable to anti-doping matters. Those matters shall be resolved in accordance with the IIHF Anti-Doping Code and the IIHF Disciplinary Code.

## **C. REPORTING**

### **10. Reporting of violations**

- 10.1. Covered Parties shall report to the IIHF (by email at [integrity@iihfoffice.com](mailto:integrity@iihfoffice.com) or through another forum designated by the IIHF) without delay in the strictest confidentiality and by using the appropriate mechanisms:
  - 10.1.1. All information concerning any approach or invitation received by him to engage in conduct that would amount to a violation of this Integrity Book; and
  - 10.1.2. All information concerning any incident, fact or matter that comes to his attention that might evidence a potential breach of this Integrity Book by another person.
- 10.2. Any disclosure of information must not be for personal gain or benefit, nor be undertaken maliciously to damage the reputation of any person or entity.



## **D. IIHF ETHICS BOARD**

### **11. Role and responsibilities**

- 11.1. The IIHF establishes an Ethics Board which shall protect the integrity of the sport of Ice Hockey.
- 11.2. The Ethics Board shall have the following responsibilities:
  - 11.2.1. Review and submit proposed Integrity Book revisions to the IIHF Semi-Annual Congress;
  - 11.2.2. Consider all alleged breaches of the Integrity Book and report all substantive violations to the IIHF Disciplinary Board for adjudication in accordance with the IIHF Disciplinary Code; and
  - 11.2.3. Provide an annual report for the IIHF Council.
- 11.3. The Ethics Board members are equals and shall operate independently from the IIHF Council. Without prejudice thereto, the IIHF may reimburse the Ethics Board members' reasonable expenses related to their services as members of the Ethics Board.

### **12. Composition, Election and Term**

- 12.1. The Ethics Board shall consist of five (5) members who are knowledgeable and experienced in governance, ethics and legal matters.
- 12.2. The MNAs may submit applications for Ethics Board candidates meeting the required criteria. In addition, the IIHF Office may recruit Ethics Board members. As part of the recruitment process, vacancies can be publicly advertised (with role descriptions) on the IIHF website and/or other recruitment websites.
- 12.3. All Ethics Board candidates shall be vetted by external auditors.
- 12.4. The IIHF Congress shall elect five (5) members in accordance with the voting procedures set out in the IIHF Statutes and Bylaws.
- 12.5. Each IIHF Ethics Board member will be elected for a term as specified in the IIHF Statutes and Bylaws. Once elected, and subject to Article 12.7, an IIHF Ethics Board member may not be removed until the end of his or her term.
- 12.6. In the event of death, resignation or inability of a member to perform his or her functions, the IIHF Congress shall elect a new Ethic Board member at the first Congress which occurs after the death, resignation or inability of a member to perform his/her duction. This person shall be elected for the remaining period of the Ethic Board current mandate.
- 12.7. The IIHF Council may remove an Ethics Board member where it considers that the member's conduct has brought the IIHF, Ice Hockey or sport generally into disrepute.

### **13. Duties of Ethics Board members**

- 13.1. Ethics Board members agree to be bound by and to comply with this Integrity Book, and any other applicable IIHF regulations.
- 13.2. IIHF Ethics board members must disclose without delay any conflicts of interest that they

might have in relation to any matter being considered by the Ethics Board. Unless and until the conflict of interest is cleared, the Ethics Board member concerned must not be involved in any discussions, voting or deliberations relating to that matter, and must not receive any information related to that matter. The other Ethics Board members are collectively responsible for determining whether the Ethics Board member has a conflict of interest. Unless the other Ethics Board members unanimously determine that there is no conflict of interest, the person concerned will not be permitted to sit on the Ethics Board for the resolution of that matter.

#### **14. Ethics Board meetings**

- 14.1. Upon request to the IIHF, the Ethics Board will hold a general meeting at least once every year to discuss any matters relevant to its responsibilities. Additional meetings may be called at any time by any two Ethics Board members.
- 14.2. If necessary and/or appropriate, the Ethics Board may invite the IIHF President and/or General Secretary, other IIHF Committee members and/or IIHF staff to attend a meeting, or parts thereof.
- 14.3. Each Ethics Board member shall be entitled to one vote on each resolution of the Ethics Board. All resolutions of the Ethics Board shall be carried by simple majority.
- 14.4. Any one or more members of the Ethics Board may participate in meetings without being physically present. Such meetings may be held by telephone or video conference, provided that members participating remotely may be heard effectively.
- 14.5. Minutes of any meetings of the Ethics Board shall be prepared. At a minimum, the minutes shall include the names of attendees and any decisions agreed. Unless determined otherwise by the Ethics Board, the minutes of any such meetings shall remain confidential.

#### **15. Executive assistance**

The IIHF Office will be responsible for the administrative organisation of the Ethics Board, as well as providing administrative support to the Ethics Board, as necessary. This includes monitoring the reporting mechanisms for any matters which fall within the Ethics Board's responsibilities, and forwarding relevant emails to the Ethics Board members.



# 2022/23 – 2023/24 Season IIHF ETHICS CODE

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This Code comes into effect on 01 June 2022.

## Table of contents

A. ETHICS .....	13
B. CONFLICTS OF INTEREST.....	14
C. MNA RESPONSIBILITY FOR FAN BEHAVIOR .....	15
D. CANDIDATURES .....	15
Appendix 1 – IIHF Gifting Policy .....	20
Appendix 2 – IIHF Conflicts of Interest Policy .....	21
Appendix 3 – IIHF Election Conduct Guidelines.....	26

## A. ETHICS

### 1. Fundamental Principles

- 1.1 IIHF Covered Parties are subject to the IIHF Statutes and Bylaws, Regulations/Codes, Decisions and Directives of the IIHF and the relevant IIHF Bodies, and must strictly follow their terms and provisions.
- 1.2 IIHF Covered Parties violating this Ethics Code are subject to disciplinary sanctions imposed by the IIHF Disciplinary Board.
- 1.3 Under no circumstances will it be a valid defence to a violation of this Ethics Code for an IIHF Covered Party to claim he was ignorant of or made a mistake as to the provisions of this Ethics Code.
- 1.4 The obligations described in this Ethics Code are personal in nature. Individuals are responsible for their own conduct. While MNAs are encouraged to promote the values and ideals described in this Ethics Code to their membership and representatives, no MNA shall bear responsibility for any breach of this Ethics Code by an IIHF Covered Party.
- 1.5 Notwithstanding Article 1.4, prior knowledge of an IIHF Covered Party's future or continuing violation of this Ethics Code, and failure to take any action to stop or report such violation, may constitute a violation by an IIHF Covered Party or MNA with such knowledge.

### 2. Attitude and Behavior

- 2.1 IIHF Covered Parties must conduct themselves in accordance with the principles of dignity, integrity, loyalty and responsibility in all relations of a competitive, economic, social (including social media) and moral nature. For on-ice activity, IIHF Covered Parties must adhere to the standard level of conduct for on-ice activity specifically detailed in the IIHF Official Rule Book.
- 2.2 In order to ensure the respect of the above-mentioned principles, IIHF Covered Parties are expected to base their attitude and behavior on the following criteria:
  - 2.2.1 **Dignity:** means behaving in a respectful manner including the proper respect of the rights of the individual and the right to privacy. To this end:
    - (a) There shall be no abuse or discrimination against the human dignity of a person or group of persons by whatever means, including on grounds of race, skin color, gender, ethnic, national or social origin, religion, philosophical or political opinion, marital status, sexual orientation, gender orientation or other grounds.
    - (b) Any activity constituting any form of harassment (physical, mental, moral, professional or sexual); physical, verbal or sexual abuse; moral or mental injury; acts of violence or illegal activity will not be tolerated. All IIHF Covered Parties must conform to the IIHF Abuse and Harassment Code.
    - (c) Each IIHF Covered Party shall at all times respect all facilities and objects used in connection to the organization and the operation of an IIHF Event, including but not limited to, accommodation, locker rooms, transportation vehicles and player benches.
  - 2.2.2 **Integrity:** means being upright in character, refraining from all incorrect behavior that might give rise to the appearance or suspicion of improper conduct and facing life's circumstances with moral strength, honesty and incorruptibility. To this end:

- (a) IIHF Covered Parties, within the scope of their IIHF duties, may not, directly or indirectly, offer any remuneration, or accept or request any commission, benefit or service, other than those established in the IIHF regulations, for (i) the commission or omission of an act or (ii) services rendered or due for the benefit of the IIHF. Gifts of nominal value and per diem earned in accordance with the relevant IIHF policy or regulations are permitted.
- (b) IIHF Covered Parties shall not disclose any information about the IIHF that is not generally known by third parties, entrusted to them by virtue of their function, and shall not use this confidential information except in the performance of their IIHF duties. In addition, the disclosure of non-confidential information must not be made for personal gain or benefit, nor be undertaken maliciously to damage the reputation of any IIHF Covered Party.

2.2.3 **Loyalty:** means to show continuous allegiance to the IIHF. To this end:

- (a) IIHF Covered Parties shall always abide strictly by the IIHF Statutes and Bylaws, Regulation/Codes, Decisions and Directives, including the sports and ethics principles upheld by the IIHF.
- (b) IIHF Covered Parties shall have a fiduciary duty to the IIHF, MNAs, leagues and clubs.
- (c) IIHF Covered Parties performing an IIHF duty must use the resources of the IIHF only for lawful and ethical purposes authorised by IIHF, and not for any unauthorised purpose. An IIHF Covered Party may only claim reimbursement from the IIHF for expenses properly and reasonably incurred in relation to and during his IIHF activities.

2.2.4 **Responsibility:** means the performance by an individual without supervision of the tasks and functions held with care, in the best interest and full respect of Ice Hockey and of the IIHF Statutes, Bylaws and regulations/codes. To this end:

- (a) IIHF Covered Parties shall not act in a manner likely to damage the IIHF's reputation or bring ice hockey into disrepute.
- (b) IIHF Covered Parties shall not give, make, issue, authorize or endorse any statements and/or declarations (including through, print, broadcast, internet and/or any social media) that violate any provision of this Ethics Code specifically including, but not limited to, any statements that have or are designed to have an effect prejudicial to the welfare of the IIHF, any IIHF Covered party or Ice Hockey, or bring Ice Hockey into disrepute.

2.2.5 **Neutrality:** means that IIHF Covered Parties must remain politically neutral in their dealings on behalf of the IIHF with government institutions and national/international organisations.

## B. CONFLICTS OF INTEREST

### 3. Definitions

For the purposes of this Ethics Code "Conflict of interest" means a situation where an IIHF Covered Party:

- a) May draw personal and/or professional gain or advantage directly or indirectly from a third party due to his own decisions taken in the fulfillment of his official functions.
- b) May have, or appear to have, private or personal interests that detract from his ability to perform his duties to the IIHF with integrity in an independent, impartial and purposeful manner. Private or personal interests include gaining any possible advantage for the persons bound by this Ethics Code themselves, their families, relatives, friends and acquaintances.

- c) May not be free to express his opinion or act objectively due to his personal/professional concern, involvement or implication with (an) other physical or legal party(s), which may be reasonably considered as influencing his own free will, judgment or decision.

#### **4. Prohibition**

Acting in a situation while an IIHF Covered Party has a conflict of interest is prohibited. A Covered Party performing a function on behalf of the IIHF or any of its MNAs, suppliers, partners or other entities is required to declare any actual, potential or perceived conflict of interest arising from his function or personal involvement with another MNA, supplier, partner or other entity.

#### **5. Specific Provisions**

- 5.1 When performing an activity for the IIHF or before being elected or appointed, all IIHF Covered Parties bound by this Ethics Code shall declare on a form provided by the IIHF, any personal, professional or financial interests that could raise an actual, potential or perceived conflict of interest with their prospective IIHF duties.
- 5.2 Any such conflict shall be immediately declared and notified, and a determination shall be made by the responsible person indicated in Clause 6.1 of the IIHF Conflict of Interest Policy as to whether a conflict exists.
- 5.3 IIHF Covered Parties bound by this Ethics Code may not perform their duties in cases with an existing or potential conflict of interest.
- 5.4 For purposes of this Ethics Code, failure to declare and/or continuing to act once a conflict of interest is realized shall be considered a violation of this Ethics Code.
- 5.5 The procedures for identifying and managing actual, potential or perceived conflicts of interest, are set out in the IIHF Conflicts of Interest Policy.

#### **C. MNA RESPONSIBILITY FOR FAN BEHAVIOR**

MNAs shall use best efforts to ensure that its national team's or club's fans do not engage in the behavior set out under Article 2.2.1 of this Ethics Code, failure of which may result in a violation of this Code.

#### **D. CANDIDATURES**

##### **6. Bidding for IIHF Events**

- 6.1 MNAs, candidate countries and other entities wishing to host IIHF Events (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 IIHF regulations, including this Ethics Code.
- 6.2 MNAs, candidate countries and other entities wishing to host IIHF Events shall, inter alia, refrain from approaching another party, or a third authority, with a view to obtaining any financial or political support inconsistent with this Ethics Code.

##### **7. Candidacies for elected positions**

- 7.1 Candidates for elected IIHF positions must (and must procure that persons assisting with their candidacies):

- 7.1.1. Act in accordance with applicable law and any applicable IIHF regulations and guidelines, including this Ethics Code;
- 7.1.2. Promote their candidature with dignity, integrity and moderation, respecting at all times and at all levels the IIHF, the other candidates and the voters;
- 7.1.3. Not enter into any form of undertaking with any natural or legal person likely to affect their freedom of decision or action after taking office;
- 7.1.4. Not produce any defamatory spoken word, written text or representation of any nature likely to harm the image of another candidate or cause him/her prejudice;  
and
- 7.1.5. Not, directly or indirectly, solicit, accept or offer any form of remuneration or commission, nor any concealed benefit or service of any nature for the direct or indirect benefit of another party and/or the voters.





# IIHF GIFTING POLICY

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**This Policy comes into effect on 01 June 2022.**

## 1. Introduction

The IIHF recognizes that MNAs, service providers and other stakeholders might from time to time offer gifts and other benefits to IIHF Covered Parties. This document sets out the IIHF policy on giving and accepting gifts, and details the procedures and responsibilities which come into play in this regard.

## 2. Application

- 2.1 This Gifting Policy is applicable to the following persons (hereinafter referred to as “IIHF Officials”):
- a) Each person serving as a member of the IIHF governing bodies, including (without limitation) the IIHF President, IIHF General secretary, IIHF Council Members, and any candidates for election to the IIHF Council.
  - b) Each person serving as an IIHF Auditor or as a member of a Committee, Board, Panel, Tribunal or Working Group of the IIHF and each person appointed to represent the IIHF on any Committee, Board or Working Group or in any similar role.
  - c) 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 an IIHF Staff Member (“IIHF Staff Member”).
  - d) Each person appointed or assigned by the IIHF or an Event organizer to work/volunteer at an Event and/or attend and Event on behalf of the IIHF or the Event organizer, including (without limitation) any on-ice officials, off-ice officials, officiating coaches, result managers, medical supervisors, medical personnel, Event chairmen/chairwomen, delegates, technical officials or any other officials, and any other person who receives accreditation to an Event as a representative of the IIHF.
  - e) Any person who agrees in writing to be bound by this policy.

## 3. Responsibilities

- 3.1 An IIHF Official may give and accept reasonable and proportionate Gifts of nominal value, in accordance with prevailing local customs, solely as a mark of respect or friendship.
- 3.2 In order to assess whether it is reasonable and proportionate to accept a Gift, an IIHF Official must determine whether the offered or accepted Gifts:
- 3.2.1. Have merely symbolic or trivial value;
  - 3.2.2. Are likely to help business effectiveness;
  - 3.2.3. Do not place any obligation or perceived obligation on the recipient;
  - 3.2.4. Are not frequent, lavish or prolonged;
  - 3.2.5. Have no (potential) danger of influencing the execution or omission of an act that is related to the Official’s activities or falls within their discretion;
  - 3.2.6. Do not create any conflict of interest;

- 3.2.7. Are contrary to the duties of the individual concerned;
- 3.2.8. Can be justified;
- 3.2.9. Provide benefits to the IIHF that outweigh the risk of possible misperception of the hospitality.

Accepting or giving any Gifts that contravene any of these criteria is prohibited.

- 3.3 An IIHF Official may never accept or give any cash Gift.

#### **4. Declaration and Approval procedure**

- 4.1 In all circumstances, any Gifts that are (individually or in aggregate) worth more than CHF 300, must be declared to, and approved by the IIHF Integrity Division. If it is not approved, it must be withdrawn or returned.
- 4.2 In the event that a Gift worth more than CHF 300 (individually or aggregated) was accepted by an IIHF Official, he must declare such Gift without delay by submitting the Gift Declaration Form (included as Annex I to this policy) to the IIHF Integrity Division at [integrity@iihfoffice.com](mailto:integrity@iihfoffice.com).
- 4.3 Any uncertainty as to whether the acceptance of a Gift must be declared in accordance with the present policy, should be resolved in favor of the declaration of the Gift in question.
- 4.4 In the event that a Gift worth more than CHF 300 (individually or aggregated) was offered to an IIHF Official, but has been declined, no further action is required.
- 4.5 The IIHF Integrity Division will make a determination with respect to the declared Gift based on the submitted Gift Declaration Form. If the Gift is approved, there is no further action required. If the Gift is refused, the IIHF Integrity Division decides, based on the circumstances of each case, whether the Gift must be returned or kept in the premises of the IIHF.
- 4.6 The IIHF Integrity Division's decision, together with the reasons for the decision, will be communicated to the IIHF Official in writing.
- 4.7 Based on the received Gift Declaration Forms, the IIHF Integrity Division will establish a registry of declared Gifts. This registry may be made available for review per justified request.

## IIHF GIFT DECLARATION FORM

<b>Name of recipient</b>	First name:  Last name:
<b>Description of the Gift</b>	
<b>Gift's value in CHF (estimated or known)</b>	
<b>Date and place of receipt</b>	
<b>Name of person offering the Gift</b>	First name:  Last name:
<b>Relation to person offering the Gift</b>	
<b>Reason(s) for offering the Gift</b>	

\_\_\_\_\_  
Place, Date

\_\_\_\_\_  
Signature Recipient

*This Form shall be submitted to [integrity@iihfoffice.com](mailto:integrity@iihfoffice.com).*



# IIHF CONFLICTS OF INTEREST POLICY

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**This Policy comes into effect on 01 June 2022.**

## 1. Introduction

This document sets out the IIHF policy for identifying and managing conflicts and potential or perceived conflicts of interests for all persons involved in IIHF activities.

## 2. Application

2.1 This Conflict of Interest Policy is applicable to the following persons (hereinafter referred to as "IIHF Officials"):

- a) Each person serving as a member of the IIHF governing bodies, including (without limitation) the IIHF President, IIHF General secretary, IIHF Council Members, and any candidates for election to the IIHF Council.
- b) Each person serving as a member of a Committee, Board, Panel, Tribunal or Working Group of the IIHF and each person appointed to represent the IIHF on any Committee, Board or Working Group or in any similar role.
- c) 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 or applying to become an IIHF Staff Member ("IIHF Staff Member").
- d) Each person appointed or assigned by the IIHF or an Event organizer to work/volunteer at an Event and/or attend and Event on behalf of the IIHF or the Event organizer, including (without limitation) any on-ice officials, off-ice officials, officiating coaches, result managers, medical supervisors, medical personnel, Event chairmen/chairwomen, delegates, technical officials or any other officials, and any other person who receives accreditation to an Event as a representative of the IIHF.
- e) Any person who agrees in writing to be bound by this policy.

## 3. Conflicts of interest

3.1 A conflict of interest is considered to exist:

- 3.1.1 Whenever a reasonable person might think that the IIHF Official might be influenced to put his (or any other person's) personal or business interests before the interests of the IIHF;
- 3.1.2 Whenever a reasonable person might think that the IIHF Official would benefit directly/indirectly from information received by, or a decision made by, any IIHF body; and/or
- 3.1.3 Where an IIHF Official has two separate and competing interests and it is unclear as to which interest he is acting for in a particular case.<sup>1</sup>

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<sup>1</sup> It is recognised that IIHF Officials might have involvement with their respective MNAs. For IIHF Council, members, it should be understood that they are specifically appointed to the IIHF to represent the MNAs collectively. Committee and board members are not appointed to represent their country or any national interests. When acting on IIHF business, Committee and Board members have a primary fiduciary duty to the IIHF and are not appointed to represent their country or national interests.

- 3.2 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 or entity, such as:
- 3.2.1 Any parent, grandparent, child, stepchild, grandchild, brother, sister or spouse of an IIHF Official or any person living with the IIHF Official as his or her partner;
  - 3.2.2 A firm, company or association in which the IIHF Official is a partner, officer, employee, consultant, director, member or shareholder (unless the IIHF Official owns no more than 1% of the issued shares on a recognized stock exchange);
  - 3.2.3 A firm or company in which an individual listed in Article 3.2.1 above is connected in the ways set out in Article 3.2.2.

#### **4. Duty to avoid conflicts of interest**

- 4.1 Each IIHF Official must avoid any situation involving or that could lead to actual, potential or perceived, present or future conflicts between personal interests and official duty or work-related activities.
- 4.2 If a conflict of interest or, a potential or perceived conflict of interest exists, it must be declared by the IIHF Official.
- 4.3 Any doubt as to whether certain facts or circumstances may give rise to a conflict of interest should be resolved in favor of declaring those facts or circumstances.

#### **5. Declarations of interests**

- 5.1 Upon appointment, each IIHF Official shall declare in writing all personal interests of any kind that might result in an actual, potential or perceived conflict of interest, when performing its IIHF duty. In particular, this declaration must include:
  - 5.1.1 Directorships, partnerships, employments or ownership/financial interests with MNAs, leagues, clubs or businesses that are engaged in the sport of Ice Hockey or derive any substantial portion of their revenue from Ice Hockey;
  - 5.1.2 Any office held with a MNA and any other national or international Ice Hockey or sporting bodies;
  - 5.1.3 Trusteeships or board positions with MNAs, or institutions or charities that are engaged in the sport of Ice Hockey or derive any substantial portion of their revenue from Ice Hockey;
  - 5.1.4 Any material interests arising from close family or personal relationships with another IIHF Official.
- 5.2 Any actual, potential or perceived conflict of interest shall be declared by making use of the IIHF Declaration of Interest Form included as Annex I to this policy. Unless otherwise indicated, this form shall be submitted to [integrity@iihfoffice.com](mailto:integrity@iihfoffice.com).
- 5.3 Each IIHF Official shall submit a supplementary declaration, in the event that any material change in the information contained in his declaration occurs. This supplementary declaration shall detail the change in information, and shall be submitted as soon as reasonably practicable following the change of circumstances which requires the submission of the supplementary declaration.

- 5.4 At IIHF Council, committee or board meetings, an IIHF Official is required to declare at the beginning of the meeting or proceeding to the IIHF President, Chairman, General Secretary or the relevant IIHF Staff Member, the nature and extent of any potential, perceived or actual conflicts of interest he may have with respect to the matters being discussed during the meeting or proceeding. If an IIHF Official realizes at a later point in the meeting or proceeding that he may need to declare a conflict of interest, this must be done promptly. Any declaration of a conflict of interest will be minuted.
- 5.5 In accordance with the relevant data protection principles, a registry of the personal interests declared by all IIHF Officials will be established, and updated as necessary. The register will be made available at the IIHF headquarters for inspection by any member of the IIHF Council or any other person authorised by the IIHF President or General Secretary.
- 5.6 Failure by an IIHF Official to declare an actual, potential or perceived conflict of interest will constitute a violation of the IIHF Integrity Book.

## **6. Managing conflicts of interest**

- 6.1 The relevant authority set out below will make a decision on how to manage the conflict of interest declared by an IIHF Official, after consultation with the IIHF Integrity Division:
  - 6.1.1. IIHF President – for conflicts of interest relevant to IIHF Council members, the IIHF General Secretary or a Committee/Board Chairman.
  - 6.1.2. IIHF Senior Vice-President – for conflicts of interest relevant to the IIHF President.
  - 6.1.3. Committee/Board Chairman – for conflicts of interest relevant to Committee/Board members.
  - 6.1.4. IIHF General Secretary – for conflicts of interest relevant to IIHF Staff Members.
  - 6.1.5. Meeting/proceeding Chairman – for conflicts of interest which become relevant during a meeting or proceeding.
- 6.2 The deciding authority may decide that the IIHF Official:
  - 6.2.1. Can continue to perform his IIHF activities and/or participate in the normal way in a relevant meeting or proceeding with the interest being minuted;
  - 6.2.2. Shall not participate in the meeting or proceeding and is to abstain in any vote or decision making (but the body in question may ask the IIHF Official to provide any relevant information concerning the matter);
  - 6.2.3. Is to withdraw for the whole or part of the affected meeting or proceeding.
- 6.3 This decision shall be final and binding on the IIHF and the IIHF Official concerned, without any possibility to appeal this decision.



## IIHF DECLARATION OF INTERESTS FORM

To the best of my knowledge, I, the undersigned, declare that the following information is complete and correct:

- I have read, understand and agree to be bound by and comply with the IIHF Integrity Book.
- 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 Form.
- I undertake to make an immediate supplementary disclosure as necessary if any actual or potential conflict of interest arises after the date of this declaration, and to review the accuracy of the information provided on a regular basis.
- I agree to be bound by any decisions taken by relevant authorities in accordance with the IIHF Integrity Book and the IIHF Conflicts of Interest Policy.
- I give my consent for the information in this Form to be used for the purposes described in the IIHF Conflicts of Interest policy and for no other purpose.

<b>Name</b>	First name:
	Last name:
<b>Position</b>	
<b>Details of conflict of interest (actual, perceived or potential).</b>  Please indicate "no conflict of interest" in the event that you have no conflict of interest.	

\_\_\_\_\_  
Place, Date

\_\_\_\_\_  
Signature

**Note:** the IIHF can update this form at any time, in its sole discretion, without an official amendment to the Integrity Book.



# IIHF ELECTION CONDUCT GUIDELINES

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The present Guidelines apply to the 2021 IIHF Elections. Updated Guidelines will be issued for the 2026 IIHF Elections.

## **1. Preamble**

Fourteen Council Members including a President, a Senior Vice-President and three Regional Vice-Presidents will be elected at the 2021 IIHF Semi-Annual Congress in Saint Petersburg, Russia (“Election Congress”).

As required by Statute 15.2.6, the IIHF Legal Committee and IIHF Finance Committee have created, and council has approved, these IIHF Election Conduct Guidelines to direct the conduct of Candidates during the pre-election and election process.

All persons who put themselves forward for election (each such process, a “Candidacy”, and each person, a “Candidate”), regardless of whether they have officially declared their Candidacy, and their nominating IIHF Member National Association (“MNA”) must follow the election practices outlined in these Guidelines when informing the IIHF Membership of their position with respect to the IIHF, its future and its policies. Candidates and their nominating MNAs are responsible for the conduct of their active supporters during the election period.

## **2. General Conduct**

- 2.1 Election campaigns must be run with dignity and in moderation, with all Candidates showing respect for other Candidates. A Candidate shall not, by spoken or written word or other representation, harm or do anything likely to harm the image of another Candidate or cause any prejudice to them.
- 2.2 No campaign should bring the IIHF, the sport of ice hockey or an IIHF Member National Federation into disrepute.
- 2.3 Respect for the democratic voting and/or election process shall be shown by all Candidates and their supporters.
- 2.4 The content and presentation of all materials produced by or on behalf of a Candidate to promote his or her Candidacy must be fair, honest and respectful of other Candidates and the IIHF, and must comply with these Election Conduct Guidelines.
- 2.5 All Candidates and their supporters shall comply with these Guidelines at all times during the election process.

## **3. Nominations**

- 3.1 Only Full MNAs in Good Standing may nominate a Candidate to Council.
- 3.2 An MNA, in conjunction with the candidate, must (a) submit a Council Nomination Package, or (b) re-confirm a Council Nomination Package that was submitted to the IIHF in 2020, to the IIHF General Secretary by 30 June 2021 before 23.59h Zurich time. The Council Nomination Package shall contain:
  - A complete IIHF Council Nomination Form which must be signed by the President, General Secretary and/or vice-president(s) of the MNA (authorized MNA representative with signature power/authority); and
  - All necessary documents establishing how the Candidate meets the requirements for the respective position for which he/she is a candidate, and establishing the experience, skills and qualities he/she will bring to the Council.
- 3.3 For transparency purposes, all Nomination Packages submitted to the IIHF will be made available to all MNAs.

#### **4. Eligibility**

- 4.1 Incumbency of a Council Member shall not render him/her ineligible or eligible, except as provided in these Election Conduct Guidelines and the IIHF Statutes regarding such.
- 4.2 All Candidates must meet the pre-requisites as outlined in IIHF Statute 15.2 (for Council).
- 4.3 Within two business days of receiving a Nomination Package, the IIHF General Secretary will conduct an initial review of the Nomination Package to ensure all necessary documents have been submitted. If the Nomination Package is complete, the IIHF General Secretary will submit the Nomination Package to the IIHF External Nomination Auditor. If the Nomination Package is incomplete, the IIHF will send one email explaining the deficiency (note: IIHF recommends the deficiency is corrected as soon as possible, but not later than two months prior to the election). As of 20 July 2021, if a deficiency in the Nomination Package is not corrected, the IIHF General Secretary will submit the Nomination Package, as received, to the External Nomination Auditor for review.
- 4.4 All Candidates must sign the IIHF Code of Conduct for IIHF Council Members agreeing to all requirements found therein for the full duration of his/her Council position and submit such with his/her Council Nomination Form.

#### **5. Presentation of the Candidate**

- 5.1 Each Candidate will be introduced and provided an opportunity to present on his/her Candidacy immediately before the elections take place during the Election Congress based on a draw performed by a Legal Committee Representative at the beginning of the Semi-Annual Congress.
- 5.2 The presentation should focus on the credentials of the Candidate and the vision and objectives for his/her term if elected. The presentations shall last no longer than five minutes and may include video presentations and multi-media.

#### **6. Communication / Media**

- 6.1 All communications undertaken by a Candidate shall strictly respect the other Candidates and shall in no way be prejudicial to any other Candidate. A Candidate shall refrain from referring to other Candidates. Disparagement of a Candidate is expressly prohibited.
- 6.2 Candidates may grant interviews to the media as long as such interviews follow these Election Conduct Guidelines.
- 6.3 Candidates may not make payments, directly or indirectly, to journalists or other persons affiliated to the media, or make any use (free of charge or otherwise) of the services of a journalist or the media in order to promote their Candidacies.

#### **7. Communication / Media**

- 7.1 Except followingly written notice to Ashley Ehlert at [ehlert@iihf.com](mailto:ehlert@iihf.com), no forum, debate or public meeting of any kind may be organized, held or participated in, by a Candidate or any person on his or her behalf, for the sole purpose of promoting a Candidacy.
- 7.2 Any Candidate who is an existing IIHF Council Member shall continue to carry out official duties during his or her Candidacy, including scheduling meetings with MNAs on a basis consistent with the ordinary course of his or her business as an IIHF Council Member, during which the Candidate may refer to his or her Candidacy in a purely factual manner.

However, the promotion of the Candidacy of an existing IIHF Council Member by organizing or participating in meetings or events with MNAs or other events, at IIHF's cost, solely or mainly for the purpose of promoting a Candidacy is not permitted.

## **8. Finances / Gifts / Benefits**

- 8.1 Candidates may not give or receive any form of gift or financial benefit, other than novelties, likely to influence the outcome of the election or the freedom of decision or action of the future of the IIHF Council Member.
- 8.2 No IIHF funds shall be used to support or oppose the election of a Candidate.
- 8.3 Only the candidate, the candidate's nominating MNA or the candidate's respective NOC/sports government body can bear any expenses related to the candidate's campaign, including but not limited to the creation, production and distribution of a website and materials or literature to be used for the promotion of the Candidate.
- 8.4 Candidates shall not offer/accept travel, expenses, air tickets or accommodation to/from other Candidates or their representatives or MNAs (except their nominating MNA) to attend meetings and activities directly related to a Candidate's election.
- 8.5 No Candidate shall seek or accept gifts or gratuities for him/herself, his/her family or friends from any outside organization or person having or seeking to have an involvement with the IIHF.
- 8.6 Candidates shall not directly or indirectly solicit or accept any benefits of whatever nature intended to influence decisions within their authority once elected, or which may reasonably be perceived as intending to have this effect.

## **9. Promises / Collusion**

- 9.1 Candidates shall not enter into any promise or undertaking to act, either as a representative of the IIHF or personally (whether as a Candidate or after the Election Congress in any capacity), for the direct or indirect benefit of an MNA, a group of MNAs, an affiliate of an IIHF MNA, or an IIHF sponsor or competitor of an IIHF sponsor that is likely to influence the outcome of the election.
- 9.2 Candidates shall not enter into any form of undertaking with, nor give any guarantee to, any natural or legal person that is likely to affect the Candidate's freedom of decision or action, or otherwise bind the Candidate, if elected.
- 9.3 Candidates shall not engage in any act, collaboration or collusion by or between Candidates with the intent to defraud or manipulate the result of the vote.

## **10. Promises / Collusion**

- 10.1 The IIHF Staff, including IIHF General Secretary, shall maintain a strict duty of neutrality at all times.
- 10.2 IIHF Staff shall limit their relations and communications with Candidates strictly to the performance of their duties as an IIHF Staff member.
- 10.3 Unless in the ordinary course of business with an existing IIHF Council member, IIHF Staff shall not provide any additional support or service to a Candidate, or person proposing to be a Candidate, beyond ordinary and customary administrative support and services

provided to all Candidates for election.

## 11. External Nomination Auditor

- 11.1 The External Nomination Auditor(s) will be appointed by the IIHF Council no later than 1 May 2021, and communicated to the IIHF MNAs thereafter.
- 11.2 The External Nomination Auditor(s) shall be completely independent of the IIHF, MNAs, IIHF sponsors and IIHF sponsors' competitors, and shall act in good faith and in the best interest of the IIHF.
- 11.3 The External Nomination Auditor(s) shall review all Nomination Packages to determine if a Candidate meets the requirements for a Council Member as indicated in IIHF Statute 15.2.1.

## 12. Potential Breach of these Guidelines

- 12.1 All MNAs, MNA representatives, existing IIHF Council Members and IIHF Staff must immediately report all alleged wrongdoing and alleged breaches of these Guidelines to the IIHF Disciplinary Board at [elections@iihfoffice.com](mailto:elections@iihfoffice.com) (email sent directly to the independent IIHF Disciplinary Board Secretary for alleged breaches of the IIHF Election Conduct Guidelines). Failure to report can be considered a violation of these Election Conduct Guidelines.
- 12.2 The IIHF Disciplinary Board shall keep all reports strictly confidential, unless required by national law to disclose the report.
- 12.3 The Disciplinary Board may consider any information that comes to its attention by whatever means to consider whether there has been an alleged breach of these Guidelines.
- 12.4 The Disciplinary Board will promptly review any alleged breach of these Guidelines of which it becomes aware, and if the Disciplinary Board determines a prima facie violation exists, it will open and manage a disciplinary case in accordance with IIHF Disciplinary Code Article 12.3.
- 12.5 Prior to opening a disciplinary case, the IIHF Disciplinary Board Chairman has the power to:
  - Issue general directives to all Candidates addressing the subject matter of the alleged breach.
  - Issue written observations to the Candidate, which may be made public if the Disciplinary Board considers such necessary and appropriate.
  - Issue a warning to the Candidate, which may be made public if the Disciplinary Board considers such necessary and appropriate.
- 12.6 If the Disciplinary Board opens a disciplinary case, it has the power to issue any sanction in accordance with IIHF Disciplinary Code Article 5 and 6, in addition to provisionally suspending the Candidate from all campaign activities during the disciplinary procedure. The burden of proof for all disciplinary cases is to the comfortable satisfaction of the Disciplinary Board.
- 12.7 The IIHF Disciplinary Board for alleged breaches of the IIHF Election Conduct Guidelines consists of:
  - Secretary: Erica Riedl
  - Chairman: Gerhard Mösslang

- Member(s): Disciplinary Board Members (without a conflict of interest)



# 2022/23 – 2023/24 Season IIHF ABUSE & HARASSMENT CODE

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This Code comes into effect on 01 June 2022.



## Table of Contents

<b>1. Preamble</b>	<b>34</b>
<b>2. Scope of Application</b>	<b>34</b>
<b>3. Definitions</b>	<b>35</b>
<b>4. Fundamental Principles</b>	<b>37</b>
<b>5. Rights and Obligations of the IIHF and the MNAs</b>	<b>38</b>
<b>6. Violations</b>	<b>39</b>
<b>7. Disclosure and Reporting Procedure</b>	<b>40</b>
<b>8. Investigation Procedure</b>	<b>41</b>
<b>9. Disciplinary Procedure</b>	<b>42</b>
<b>10. Conflict of Law and Transitional Provision</b>	<b>43</b>
<b>11. Review and Monitoring of the Code</b>	<b>43</b>
<b>Appendix 1: Diagram of Abuse and Harassment Procedures</b>	<b>44</b>
<b>Appendix 2: Incident Report Form</b>	<b>45</b>
<b>Appendix 3: Recommendations and References for MNAs</b>	<b>47</b>

## 1. Preamble

It is a strong belief of the International Ice Hockey Federation (hereinafter referred to as “the IIHF”) that everyone engaged in and around Ice Hockey has the right to participate in a respectful environment free of abuse and harassment in order to strengthen and promote the game of Ice Hockey around the world. Thus, consistent with the objectives and principles of the IIHF, the IIHF adopts and commits to the following Abuse and Harassment Code in reference to Article 2.2.1 (a) and (b) of the IIHF Ethics Code. Furthermore, the IIHF recognizes the importance of various international legislation with regard to human rights and equitability such as Article 10.1 UN International Charter of Physical Education, Physical Activity and Sport or Article 19 UN Convention on the Rights of a Child. By means of this Code, the IIHF underlines that all forms of harassment and abuse regardless of cultural setting contradict the IIHF’s vision to safeguard children and adults in Ice Hockey.

## 2. Scope of Application

### 2.1 Material and Territorial Scope of Application

This Code applies to all violations as defined in Article 3.1 and 6 of this Code and shall cover all violations within the jurisdiction of the IIHF, including violations in advance of, during and after IIHF Competitions.

### 2.2 Personal Scope of Application

2.2.1 This Code is applicable to the following institutions, organizations and persons:

- (a) IIHF Member National Associations and their staff representatives;
- (b) The IIHF governing bodies (Congress, Executive Committee, Council, Presidency);
- (c) Persons elected or appointed as an IIHF representative in any IIHF Competition or IIHF Event or to a position in any IIHF governing institution or IIHF Committee/Board;
- (d) Organizing Committees of IIHF Competitions and their staff representatives;
- (e) IIHF Officials and Referees; and
- (f) IIHF National leagues, clubs, teams and their leaders, managers, players, coaches, other team staff and referees whatsoever and howsoever associated, in all matters within the jurisdiction of the IIHF including, without limitation, IIHF Competitions, international games (Bylaw 19), and international transfers.

### 2.3 Applicability in time

All amendments made to this Code shall apply from the passage date onwards.

### 3. Definitions

#### 3.1 Abuse and Harassment

In alignment with the IOC Consensus Statement (2016) and Safeguarding Guidelines (2016)<sup>2</sup> the IIHF defines Abuse and Harassment as follows:

- (a) **Psychological abuse** – means any unwelcome act including confinement, isolation, verbal assault, humiliation, intimidation, infantilisation, or any other treatment which may diminish the sense of identity, dignity, and self-worth.
- (b) **Physical abuse** – means any deliberate and unwelcome act – such as for example punching, beating, kicking, biting and burning – that causes physical trauma or injury. Such act can also consist of forced or inappropriate physical activity (e.g., age-, or physique- inappropriate training loads; training when injured or in pain), forced alcohol consumption, or forced doping practices.
- (c) **Racism and discrimination** – means any action or attitude, that subordinates or prejudices an individual or group based on race, skin colour, gender, ethnic, national or social origin, religion, philosophical or political opinion, marital status or sexual orientation.
- (d) **Sexual harassment** – means any unwanted and unwelcome conduct of a sexual nature, whether verbal, non-verbal or physical. Sexual harassment can take the form of sexual abuse.
- (e) **Sexual abuse** – means any conduct of a sexual nature, whether non-contact, contact or penetrative, where consent is coerced/manipulated or is not or cannot be given.
- (f) **Neglect** – means the failure of a coach or another person with a duty of care towards the player to provide a minimum level of care to the player, which is causing harm, allowing harm to be caused, or creating an imminent danger of harm.

These forms of Abuse and Harassment may occur in combination or in isolation.

#### 3.2 Further definitions

The capitalised terms used in or being in reference to this Code have the following meanings:

**Abuse** means acts of commission or omission leading to players, officials, coaches,

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<sup>2</sup> [IOC Consensus Statement: harassment and abuse \(non-accidental violence\) in sport, 30 March 2016; IOC Guidelines for international federations and national olympic committees related to creating and implementing a Code to safeguard athletes from harassment and abuse in sport, 2 June 2016](#)

administration or anyone involved in ice hockey experiencing harm.

**Player Support Person** means any Coach, Manager, Agent, Team Staff, Medical or paramedical personnel, Parent of a player or any other person assisting a player in any fashion.

**Bullying** (or cyber-bullying if conducted online) means unwanted, repeated and intentional, aggressive behavior usually among peers, which can involve a real or perceived power imbalance. Bullying can include actions such as making threats, spreading rumours or falsehoods, attacking someone physically or verbally and deliberately excluding someone.

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

**Code** means this Abuse and Harassment Code and all its future amendments.

**Harm** means negative impact or consequences upon a person.

**Hazing** means an organized, usually team-based, degrading and hazardous initiation of new team members by veteran team members.

**IIHF Competition or Event** means an event in accordance with IIHF Bylaw 1.

**IIHF Representatives** means IIHF Staff (whether full-time, part-time, permanently or temporarily), IIHF Council members including the President and Vice-Presidents, members of IIHF Committees, Directorate members, Auditors, members of the IIHF judicial and ethics bodies and any other member of a body or group designated by the IIHF to act on behalf of or advise the IIHF.

**IOC** means the International Olympic Committee.

**Member National Association** (herein after referred to as “MNA”) means a national entity that is a member of or is recognized by the IIHF as the entity governing ice hockey in the respective country.

**Negligence** means acts of omission regarding player safety.

**Player** means any natural person competing in an IIHF Competition or a competition of an MNA.

**Representatives of MNAs** in analogy to IIHF Representatives.

**Safeguarding** means the actions the IIHF undertakes to ensure everyone protected by this Code is safe from physical and emotional harm, abuse, violence, exploitation and neglect in the sport of Ice Hockey.

**The IIHF** means the International Ice Hockey Federation.

**Volunteer** means a person acting on behalf of the IIHF without getting paid in return.

## 4. Fundamental Principles

### 4.1 Zero tolerance

Any form of abuse and harassment as defined in Article 3.1 is prohibited under the IIHF Ethics Code and IOC Code of Ethics:<sup>3</sup>

#### *Rule 2.2.1 IIHF Ethics Code*

- (a) There shall be no abuse or discrimination against the human dignity of a person or group of persons by whatever means, including on grounds of race, skin colour, gender, ethnic, national or social origin, religion, philosophical or political opinion, marital status, sexual orientation, gender orientation or other grounds.*
- (b) Any activity constituting any form of harassment (physical, mental, moral, professional, psychological or sexual); physical, verbal or sexual abuse; moral or mental injury; acts of violence or illegal activity will not be tolerated. All IIHF Members must conform to the IIHF Abuse and Harassment Code.*

The IIHF is committed to Safeguarding all people engaged in Ice Hockey and takes a zero tolerance approach to any form of racism, discrimination, bullying, harassment and abuse.

### 4.2 Principle of paramountcy

The needs and welfare of victims and other vulnerable groups are paramount, and the IIHF pursues an approach favorable to the welfare of victims, children and other vulnerable groups in all its dealings.

### 4.3 Collective responsibility to respond

It is the responsibility of everyone involved in the game of Ice Hockey to recognize and respond to signs of harassment and abuse. It is imperative to act and report in alignment with the established IIHF procedure.

### 4.4 Principle of confidentiality

- 4.4.1 All information obtained through cases arising under this Code will always be dealt with in strict confidence to the extent permitted by law. Information can only be shared without consent of a covered party as defined in Article 2.2 of this Code where the duty to protect the party from harm supersedes another party's right to privacy as highlighted in Article 2.2.1 of the IIHF Ethics Code or else if required by law. Confidentiality must be respected by any person concerned by the procedure.

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<sup>3</sup> [IOC Code of Ethics](#).

4.4.2 The IIHF will not comment publicly on the specific facts of a pending case except in response to public comments attributed to the victim or the victim's representatives.

4.4.3 Each person, entrusted with Safeguarding competencies by the IIHF, must sign an appropriate conflict of interest declaration and confidentiality undertaking in relation to his/her work related to this Code.

#### 4.5 Protection of Whistleblowing

The IIHF recognizes that whistleblowing embodies the right of every individual for personal freedom and therefore highlights the importance of a safe disclosure mechanism and commits to protecting those who find the courage to speak up by granting anonymity and creating a confidential reporting system in accordance with Article 4.4 of this Code. Protection is guaranteed regardless of the outcome. However, only reporting conducted in good faith shall be protected.

#### 4.6 Time Sensitivity

Abuse and Harassment decisions shall be made in a timely manner and should not be subject to unnecessary delay.

### **5. Rights and Obligations of the IIHF and the MNAs**

#### 5.1 Binding effect

This Code is binding for:

- (a) the IIHF;
- (b) All MNAs;
- (c) All entities and persons affiliated with the IIHF or the MNAs, i.e. entered into a contract with, delegated responsibilities to or any other form of cooperation and affiliation.

#### 5.2 Local safeguarding

The IIHF is fully aware of and respects the autonomy of its MNAs. Therefore, the IIHF strongly encourages all MNAs to adopt its own abuse and harassment policies in order to tackle harassment and abuse at a local level in their organizations and events taking place under its own jurisdiction. The MNAs abuse and harassment practices shall comply with all provisions of this Code and the UNICEF International Safeguards for Children in Sport, unless their national law dictates otherwise.<sup>4</sup>

#### 5.3 Duty to inform

The IIHF and the MNAs have a mutual obligation to inform each other if any measures or sanctions are being imposed on the basis of this Code or any similar local Code.

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<sup>4</sup> [UNICEF International Safeguards for Children in Sport](#).

#### 5.4 Mutual recognition

5.4.1 Subject to the right of appeal, any decision taken by the IIHF pursuant to this Code shall be recognized, respected and enforced by all MNAs.<sup>5</sup>

5.4.2 The IIHF can recognize a conviction or decision imposed on a covered party as defined in Article 2.2 of this Code if such party:

(a) Convicted of a criminal offence which would constitute a violation of this Code as defined in Section 6 of this Code;

(b) Held by his/her MNA or any other competent sports governing body to which he/she is subject, to have committed an infringement which would constitute a violation of this Code.

Where appropriate, the IIHF reserves the right to open a separate Disciplinary Procedure against the covered party in relation to his/her IIHF related activities.

### 6. **Violations**

The following conduct constitutes a violation of this Code:

(a) Psychological abuse;

(b) Physical abuse;

(c) Racism and discrimination;

(d) Sexual harassment;

(e) Sexual abuse;

(f) Neglect;

(g) Complicity, i.e. authorizing, knowingly assisting, causing, encouraging, aiding, abetting, covering up or any other type of intentional complicity causing a violation of this Code;

(h) Inducement, i.e. soliciting, instructing, persuading or encouraging any person to engage in conduct whether by act or omission causing a violation of this Code;

(i) Failure to cooperate with any investigation carried out by or on behalf of the IIHF by:  
1. Failing to provide accurately, completely and without undue delay any information and/or documentation and/or access or assistance requested by an investigating party;

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<sup>5</sup> Possible formulation in MNA policies: "Any sanction imposed on a covered person by the IIHF or recognized by [MNA] to be affiliated with the IIHF shall be recognized and enforced by the [MNA]"

2. Obstructing or delaying any investigation that may be carried out including without limitation concealing, tampering with or destroying any documentation or other information that may be relevant to the investigation.<sup>6</sup>
- (j) Retaliation, i.e. any action taken by a covered party against a person participating in any investigation or proceedings pursuant to this Code or against the reporting person or persons affiliated with the reporting individual.
- (k) Reporting against a covered party in bad faith, i.e. making intentional false accusations, casting suspicion of misconduct and other willful defamation causing negative consequences for the affected person.

A violation may occur in-person, remotely or online and might consist of a one-off incident or a series of incidents. Any person or entity violating the IIHF Abuse and Harassment Code is subject to the disciplinary procedure set forth in Section 9 of this Code.

## **7. Disclosure and Reporting Procedure**

### **7.1 Reporting mechanism**

7.1.1 Concerns regarding harassment and abuse shall be received in the way that is most comfortable for the person submitting the report including anonymous, in-person, verbal, or written report. The reporting individual shall be provided with a confidential email-address and telephone hotline as well as an Incident Report Form (Appendix 2).

7.1.2 The receipt of a report will be carried out:

- (a) by the IIHF Office in all international matters in- and out of competition and/or if the respective MNA does not have a procedure in place;
- (b) during an IIHF Competition, by the present the IIHF Safeguarding Officer who can be contacted and with whom a report can be taken in person;
- (c) by the responsible body designated by the MNA abuse and harassment Code in cases subject to the jurisdiction of an MNA.

The responsible body provides the reporting individual with a confirmation of receipt.

7.1.3 IIHF Representatives have the obligation to prevent abuse and harassment and to take immediate action once it has been identified, whether or not a report has been submitted.

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<sup>6</sup> For the avoidance of doubt, a victim cannot be found guilty of failing to cooperate with an investigation.



## 7.2 Reporting to IIHF

All concerns regarding harassment and abuse can at all times be reported to the IIHF via [integrity@iihfoffice.com](mailto:integrity@iihfoffice.com).

## 7.3 Gender of the handling person

Upon request of the reporting individual, a gender-specific person within IIHF Office that received the report will be appointed to handle the case.

## 7.4 Cooperation with the Organizing Committee/MNA

7.4.1 At each Event, the Organizing Committee/MNA shall provide the IIHF with a contact person responsible for abuse and harassment. The appointed person should speak the official language(s) of the hosting country and English. This designated person assists the IIHF and connects him/her with the local authorities.

7.4.2 The IIHF ensures that the Organizing Committee/MNA maintains the strict principle of confidentiality as set forth in Article 4.4 of this Code.

## 7.5 Reporting criminal activity

7.5.1 All current or potential criminal behavior shall be reported to the appropriate legal authorities in agreement with the reporting person and/or the victim or else if required by law.

7.5.2 The IIHF Office is responsible for the notification of the local authorities.

## 7.6 Case Management System

The IIHF develops a confidential case management system for all incidents, allegations and complaints.

# 8. **Investigation Procedure**

## 8.1 Investigation during an IIHF Competition

After the IIHF Safeguarding Officer at an IIHF Event takes the report and conducts all necessary on-site investigations, he/she passes the report including all additional findings on to a designated person within the IIHF Office. The IIHF Office generates a case file, assesses the case and conducts all further investigations it deems necessary. Subsequently, if there is enough information to further process the case, the IIHF Office submits the case file to the IIHF Ethics Board.

## 8.2 Investigation outside of an IIHF Competition

Upon receipt of a report, the IIHF Office generates a case file, and submits the case file to the IIHF Ethics Board.

## 8.3 Provisional Measures

8.3.1 The IIHF Office may impose any provisional measures it deems fit. The provisional measure is appealable to the CAS.

8.3.2 A provisional measure shall be taken into account in the determination of any sanction which may ultimately be imposed.

# 9. **Disciplinary Procedure**

## 9.1 Applicability of IIHF Disciplinary Code

The IIHF may take disciplinary action against a person or entity in accordance with the IIHF Disciplinary Code, if a violation as set out under Article 6 of this Code has been established.

## 9.2 IIHF Disciplinary Board

The IIHF Disciplinary Board is the competent judicial body for all abuse and harassment decisions in- and outside of IIHF Competitions. During an IIHF Competition, the IIHF Disciplinary Board may delegate some investigatory or adjudicatory actions to a Championship Disciplinary Panel/Directorate, where practicability reasons justify it.

## 9.3 Burden and standard of Proof

The IIHF bears the burden of establishing that a violation has been committed. The standard of proof in all matters under this Code shall be the balance of probabilities, a standard that implies that on the preponderance of the evidence it is more likely than not that a violation of this Code has occurred.

## 9.4 Disciplinary Measures

9.4.1 Disciplinary measures may be imposed on all covered Individuals. In addition, if the violation of this Code involves more than two representatives of a MNA, if there are multiple violations by a MNA, if an act cannot be attributed to any specific individual or the IIHF concludes an organization or entity to be fully or partly responsible for any violation of this Code (Article 2.2.2), appropriate sanctions on the MNA or entity may be imposed.

9.4.2 Sanctions shall be imposed in accordance with the IIHF Disciplinary Code.

## 9.5 Appeal

A decision by the IIHF Disciplinary Board for a violation under this Code cannot be appealed to the IIHF Appeal Board. Decisions of the IIHF Disciplinary Board can be appealed to the CAS in accordance with the Code of Sports Related Arbitration. The decision of the IIHF Disciplinary Board including the implemented sanctions remain in effect while under appeal unless the CAS orders otherwise.

## 9.6 Principle of Proportionality

In all its disciplinary decisions, the IIHF shall strictly guard the principle of proportionality.

# 10. **Conflict of Law and Transitional Provision**

## 10.1 Conflict of Law

All MNAs are free in developing their own abuse and harassment policy. However, unless specifically prevented otherwise in an MNA's national law, this Code takes precedence over all other abuse and harassment policies of a MNA, if they are in direct conflict with it.

## 10.2 Transitional Provision

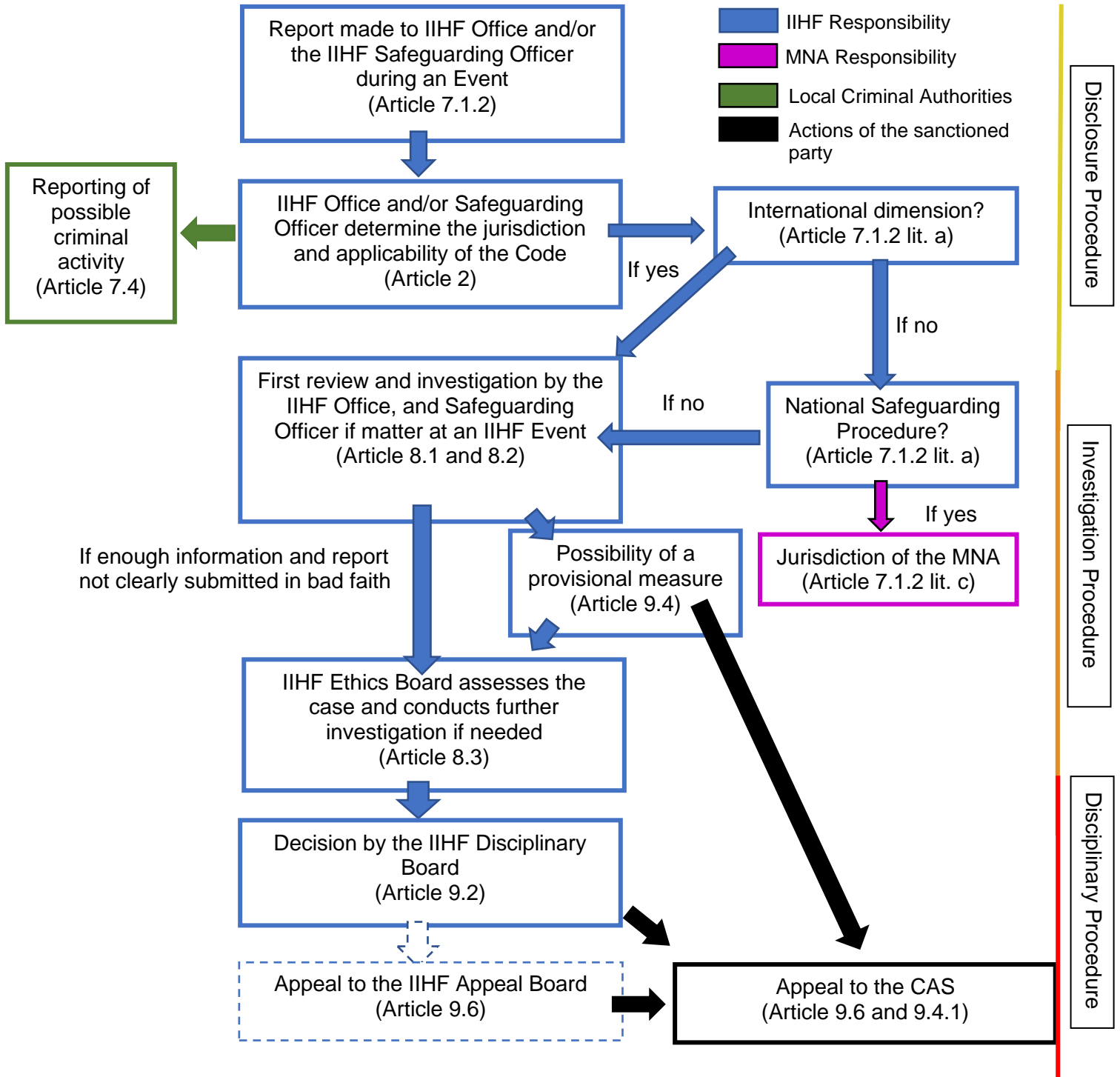
As long as an MNA has not implemented an abuse and harassment Code, the IIHF Abuse and Harassment Code is applicable.

# 11. **Review and Monitoring of the Code**

This Code shall be reviewed after one year initially and subsequently every 2 years or earlier if deemed necessary by the IIHF Office.

## Appendix 1: Diagram of Abuse and Harassment Procedures

All behavior that contravenes the obligations of this Code must be reported immediately to the IIHF Office during an IIHF Event. For criminal conduct, the relevant authorities in your country shall also be notified. Please make sure to contact emergency services immediately if needed.



**Appendix 2: Incident Report Form**

**CONFIDENTIAL - IIHF Incident Report Form**

**Remarks:** You do not need to fully complete this form for the IIHF to open an investigation. However, the more information You provide, the easier it is for the IIHF to pursue the Incident.

You should return this Form to the IIHF at: [integrity@iihfoffice.com](mailto:integrity@iihfoffice.com).

<b>Your name</b>	
<b>Your email address</b>	
<b>Your phone number</b>	
<b>Your relationship to person(s) involved in the integrity incident (if not personally involved)</b>	

<b>Nature of Integrity Incident</b>			
<input type="checkbox"/> Doping	<input type="checkbox"/> Competition Manipulation	<input type="checkbox"/> Abuse / Harassment	<input type="checkbox"/> Corruption (anything outside of Doping, Competition Manipulation or Abuse/Harassment)

<b>Subject of Incident</b>
Name(s) of any person(s) alleged to have been involved with the concern, include contact details if possible (e.g. phone number, email address, etc.). <sup>7</sup>
<i>Please give as many details as possible about the person(s) or organization involved in the Integrity Incident, e.g. job title, federation, role in ice hockey etc.</i>

<sup>7</sup> For example, for a concern of Abuse / Harassment, indicate the name/contact details of the victim(s) (if not person reporting) and the name of the person(s) accused of the abuse or harassment.

**Description of Integrity Incident**

*Please give as many details as possible about what happened / your concerns. E.g. match-fixing attempt, knowledge about doping practices, abuse of athletes, etc.*

**Additional material / evidence**

*If available, please add any document, picture or video which may support your report.*

**Action taken**

*What has already been done about the Integrity Incident? Who has already been contacted (police; medical help; other local authorities; people close to the victim etc.)? Please also include contact details of contacted parties.*

*Other relevant comments*

**To be completed by the IIHF**

Confirm and specify the action that has been taken to respond to the report	
Name of person to receive the report including signature	
Date of case closing	

### Appendix 3: Recommendations and References for MNAs

As stated in Article 5.2 the IIHF strongly supports the efforts of its MNAs in creating a robust local abuse and harassment Code. For these purposes the MNA can take over parts of this Code customizing it to their own needs. The IIHF Abuse and Harassment Code has been developed in accordance with the [IOC Safeguarding Toolkit](#). MNAs are advised to read and utilize the Toolkit when drafting their own policies and procedures.

The IIHF calls for a close **cooperation with local authorities and grassroots organizations** in order to develop a functioning system **complying with local law**. With regard to reporting, the IIHF recommends the MNAs to pay attention to a possible mandatory reporting of misconduct or even suspicion of such under local law.

Further useful references and links:

- IOC Consensus Statement 2016 (<https://www.olympic.org/athlete365/library/safe-sport/>)
- International Safeguards for Children in Sport (<https://www.end-violence.org/sites/default/files/paragraphs/download/Implementation-Guide-for-organisations-who-work-with-children-A5-version-re.pdf>)
- IOC Guidelines for international federations (IFs) and national Olympic committees (NOCs) related to creating and implementing a Code to safeguard athletes from harassment and abuse in sport ([https://www.olympic.org/athlete365/wp-content/uploads/2017/11/IOC\\_Guidelines\\_for\\_IFs\\_and\\_NOCs.pdf](https://www.olympic.org/athlete365/wp-content/uploads/2017/11/IOC_Guidelines_for_IFs_and_NOCs.pdf))
- Bullying, Harassment and Abuse Policies of Hockey Canada ([https://cdn.hockeycanada.ca/hockey-canada/Hockey-Programs/Safety/Speak-Out/Downloads/bullying\\_eng.pdf](https://cdn.hockeycanada.ca/hockey-canada/Hockey-Programs/Safety/Speak-Out/Downloads/bullying_eng.pdf))
- Safesport Program Handbook USA Hockey ([https://cdn1.sportngin.com/attachments/document/5cbd-1899191/USA\\_Hockey\\_SafeSport\\_Handbook\\_Published\\_on\\_6-19-19\\_.pdf#\\_ga=2.220414107.2067451074.1576500741-1544335768.1576500741](https://cdn1.sportngin.com/attachments/document/5cbd-1899191/USA_Hockey_SafeSport_Handbook_Published_on_6-19-19_.pdf#_ga=2.220414107.2067451074.1576500741-1544335768.1576500741))
- UNICEF Safeguarding in Sport (<https://www.unicef.org.uk/sport-for-development/safeguarding-in-sport/>)
- UNODC and IOC Practical Guide for Development and Implementation of Reporting Mechanisms in Sport ([https://www.unodc.org/documents/corruption/Publications/2019/19-09580\\_Reporting\\_Mechanisms\\_in\\_Sport\\_ebook.pdf](https://www.unodc.org/documents/corruption/Publications/2019/19-09580_Reporting_Mechanisms_in_Sport_ebook.pdf))
- Interpol and IOC Integrity in Sport Initiative: Handbook on conducting fact-finding inquiries into breaches of sports integrity (<https://stillmed.olympic.org/media/Document%20Library/OlympicOrg/IOC/What-We->

[Do/Protecting-Clean-Athletes/Betting/Education-Awareness-raising/Interpol-Handbook-on-Conducting-Fact-Finding-Inquires-Into-Breaches-of-Sports-Integrity.pdf](#))

- FIFA Child Safeguarding Toolkit (<https://resources.fifa.com/image/upload/toolkit-fifa-guardians.pdf?cloudid=nz1lyz3ykaioy7gwfmgs>)





# 2022/23 – 2022/23 Season IIHF COMPETITION MANIPULATION CODE

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This Code comes into effect on 01 September 2022.

## 1. Preamble

This Code is adopted to safeguard the integrity of ice hockey by (i) prohibiting any conduct that may improperly impact the outcome of ice hockey events and competitions and (ii) establishing a mechanism of enforcement and sanctioning for those who, through their prohibited conduct, place the integrity of ice hockey at risk. While the IIHF will respect all national decisions with respect to Competition Manipulation in ice hockey, it reserves the right to conduct an investigation and implement disciplinary measures in accordance with the IIHF Disciplinary Code, for all Violations which would result in a of this Code if such incident occurred in an IIHF Competition as long as the national decision has or could have an international dimension.

For purposes of this Code, the following definitions shall be applicable:

**Benefit:** means the direct or indirect receipt or provision of money or an equivalent 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:** means 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 an IIHF Competition (herein defined according to IIHF Bylaw 1), international ice hockey game or national ice hockey game.

**Inside Information:** means information relating to any competition, that a person possesses by virtue of his or her position in relation to a sport or competition, excluding any information already published or common knowledge, easily accessible to interest members of the public or disclosed in accordance with the rules and regulations governing the relevant competition.

**Player Support Personnel:** means any coach, trainer, manager, agent, team staff, team official, medical or paramedical personnel working with or treating players participating in or preparing for an IIHF Competition, international ice hockey game or national ice hockey game.

## 2. Betting Violations

The following behavior shall be considered Betting, and is strictly prohibited:

- 2.1 Participation in any form of Betting related to (a) an IIHF Competition, an international ice hockey game or a national ice hockey game; or (b) any event of a multisport Competition in which the player or the Covered Party participates.
- 2.2 Inducing, instructing, encouraging or facilitating any other party to engage in conduct described in Clause 2.1 of this Code.

## 3. Manipulation of IIHF Competitions, International Ice Hockey Games and National Ice Hockey Games

The following behavior shall constitute a Manipulation of an IIHF Competition, an international ice hockey game or a national ice hockey game, and is strictly prohibited:

- 3.1 An intentional arrangement, act or omission aimed at an improper alteration of the result, progress, outcome, conduct or any other aspect of an IIHF Competition, international ice hockey game or national ice hockey game in order to remove all or part of the unpredictable nature of the event with a view to obtaining a sporting advantage or an undue Benefit for oneself or for others.

- 3.2 Providing, requesting, receiving, seeking or accepting a Benefit related to the manipulation of an IIHF Competition, international ice hockey game or national ice hockey game or any other form of corruption.
- 3.3 Inducing, instructing, encouraging or facilitating a Covered Party to engage in conduct described in Clause 3 of this Code.

#### **4. Inside Information**

The following behavior shall constitute an improper use of Inside Information, and is strictly prohibited:

- 4.1 Using Inside Information for the purpose of Betting, any form of manipulation of an IIHF Competition, international ice hockey game or national ice hockey game or any other corrupt purpose by a Covered Party.
- 4.2 Disclosing Inside Information to any person and/or entity, with or without Benefit, where the Covered Party knew or should have known that such disclosure might lead to the information being used for the purposes of Betting, any form of manipulation of an IIHF Competition, international ice hockey game or national ice hockey game or any other corrupt purpose.
- 4.3 Giving and/or receiving a Benefit for the provision of Inside Information regardless of whether any Inside Information is actually provided.

#### **5. General Violations**

The following behavior by any Covered Party shall constitute a General Violation of this Code:

- 5.1 Knowingly assisting, aiding, abetting, attempting, covering up or otherwise being complicit in the commission of any acts or omissions of the type described in this Code.
- 5.2 Failing to disclose to the IIHF or Directorate Chairman, at the first available opportunity, full details of any approaches, invitations to engage in conduct, or incidents that would amount to a breach of this Code and/or competition rules relating to betting and/or matching fixing.
- 5.3 Failing to cooperate with any reasonable investigation carried out by the IIHF or Directorate Chairman or their designees relating to this Code, including without limitation, failing to provide accurately, completely and without undue delay any information and/or documentation and/or access or assistance requested by the IIHF or Directorate Chairman as part of an investigation.
- 5.4 Obstructing or delaying any investigation that may be carried out by the IIHF or Directorate Chairman in relation to a possible Violation of this Code, including without limitation concealing, tampering with or destroying any documentation or other information that may be relevant to an investigation.

#### **6. Sentencing Considerations**

- 6.1 Any attempt by a Covered Party, or any agreement by a Covered Party with any other person, to engage in conduct that would culminate in the commission of any Violation of this Code shall be treated as if a Violation had been committed, whether or not such attempt or agreement in fact resulted in such Violation. However, when the Covered Party

immediately and/or promptly discloses, to the IIHF and/or the Directorate Chairman, his attempt or agreement prior to it being discovered by a third party not involved in the attempt or agreement, such action shall be a mitigating factor in establishing the sanction to be assessed.

- 6.2 The following are not relevant to the determination of whether a Violation of this Code has occurred:
  - 6.2.1. Whether or not the Covered Party is participating in the IIHF Competition, international ice hockey game or national ice hockey game concerned;
  - 6.2.2. The nature or outcome of any Betting issue;
  - 6.2.3. The outcome of the IIHF Competition, international ice hockey game and/or national ice hockey game on which the Competition Manipulation occurred;
  - 6.2.4. Whether or not the Covered Party's efforts or performance (if any) in any IIHF Competition, international ice hockey game and/or national ice hockey game in issue were (or could be expected to be) affected by the acts or omissions in question;
  - 6.2.5. Whether or not the manipulation included a violation of any other IIHF rule.

## **7. Provisional Suspension Pending Disciplinary Proceedings**

- 7.1 Outside IIHF Competitions, the IIHF General Secretary, and inside IIHF Competitions, the Directorate Chairman, may impose a provisional suspension, for any Violation of this Code when the available facts establish, that the Covered Party may have engaged in an activity which is a Violation of this Code.
- 7.2 A provisional suspension can only be imposed if the Covered Party is given either (a) an opportunity for a provisional hearing before the imposition of the provisional suspension, or (b) on a timely basis after the imposition of the provisional suspension, an opportunity for an expedited hearing in accordance with the IIHF Disciplinary Code.



# 2022/23 – 2023/24 Season IIHF ANTI-DOPING CODE

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**This Code comes into effect on 01 June 2022.**

## Anti-Doping Code

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### Preface

This Anti-Doping Code is adopted and implemented in accordance with the IIHF's responsibilities under the WADA Code, and in furtherance of the IIHF's continuing efforts to eradicate doping in sport.

This Anti-Doping Code is an integral part of the IIHF Regulations and is intended to apply to the conduct of Doping Control within the IIHF and its Member National Associations. This Anti-Doping Code, in conjunction with the IIHF Disciplinary Code, provides standardized Doping Control and Results Management procedures as well as information to all those involved directly or indirectly in the Doping Control process.

As provided in the WADA Code, the IIHF is responsible for conducting all aspects of Doping Control. The IIHF may delegate any aspect of Doping Control or anti-doping Education to a Delegated Third Party, however, the IIHF shall require the Delegated Third Party to perform such aspects in compliance with the WADA Code, International Standards, and Anti-Doping Code.

When the IIHF has delegated its responsibilities to implement part or all of Doping Control to a Delegated Third Party, any reference to the IIHF in this Anti-Doping Code should be intended as a reference to the Delegated Third Party, within the context of the aforementioned delegation. The IIHF shall always remain fully responsible for ensuring that any delegated aspects are performed in compliance with the WADA Code.

### Scope of this Anti-Doping Code

This Anti-Doping Code shall apply to:

- a) The IIHF, including its board members, directors, officers and specified employees, and Delegated Third Parties and their employees, who are involved in any aspect of Doping Control
- b) Each of the Member National Associations, including their board members, directors, officers and specified employees, and Delegated Third Parties and their employees, who are involved in any aspect of Doping Control;
- c) The following Players, Player Support Personnel and other Persons:
  - (i) all Players and Player Support Personnel who are members of the IIHF, or of any Member National Association, or of any member or affiliate organization of any Member National Association (including any clubs, teams, associations, or leagues);
  - (ii) all Players and Player Support Personnel who participate in such capacity in Events, Competitions and other activities organized, convened, authorized or recognized by the IIHF, or any Member National Association, or by any member or affiliate organization of any Member National Association (including any clubs, teams, associations, or leagues), wherever held; and
  - (iii) any other Player or Player Support Personnel or other Person who, by virtue of an accreditation, a license or other contractual arrangement, or otherwise, is subject to the authority of the IIHF, or of any Member National Association, or

of any member or affiliate organization of any Member National Association (including any clubs, teams, associations, or leagues), for purposes of anti-doping.

Each of the abovementioned Persons is deemed, as a condition of his or her participation or involvement in the sport, to have agreed to and be bound by this Anti-Doping Code, and to have submitted to the authority of the IIHF to enforce this Anti-Doping Code, including any Consequences for the breach thereof, and to the jurisdiction of the hearing panels specified in the IIHF Disciplinary Code to hear and determine cases and appeals brought under this Anti-Doping Code.

Within the overall pool of Players set out above, the following Players are considered International-Level Players for the purposes of this Anti-Doping Code, and, therefore, the specific provisions in this Anti-Doping Code applicable to International-Level Players (e.g., Testing, TUEs, whereabouts, and Results Management) shall apply to such Players:

- a) All Players who are participating in any capacity in any IIHF Competition specified in IIHF Bylaw 1;
- b) Any other Player who, by virtue of an IIHF Competition Accreditation or other contractual arrangement, or otherwise as specifically specified by the IIHF, is subject to IIHF jurisdiction.

Any provision not specifically addressed in this Anti-Doping Code shall be governed and controlled in accordance with the 2021 WADA Code and the relevant and applicable WADA International Standards.

For anti-doping related matters, should there be a conflict between any IIHF Statute, Bylaw or Regulation and the WADA Code or International Standard, the WADA Code or International Standard shall, as appropriate, prevail and apply.

Additional relevant anti-doping materials can be found on the IIHF website at <https://www.iihf.com/en/static/5074/anti-doping> and the WADA website at [www.wada-ama.org](http://www.wada-ama.org).

## Table of Contents

Preface .....	54
Scope of this Anti-Doping Code .....	54
1. DOPING .....	54
2. ANTI-DOPING RULE VIOLATIONS .....	54
3. PROHIBITED LIST .....	57
4. THERAPEUTIC USE EXEMPTIONS (TUEs).....	58
5. TESTING AND INVESTIGATION REQUIREMENTS.....	62
6. DOPING CONTROL DURING IIHF COMPETITIONS (IN-COMPETITION TESTING) .....	64
A Operations and Facilities .....	64
B Selection of Players .....	64
C Doping Control Procedures.....	64
7. OUT-OF-COMPETITION TESTING .....	65
8. SAMPLE ANALYSIS.....	70
9. IIHF RESULTS MANAGEMENT.....	71
A. Retirement from Sport .....	72
B. Results Management Agreements.....	72
10. MEMBER NATIONAL ASSOCIATION EDUCATION.....	72
11. PROVISIONAL SUSPENSIONS .....	73
12. DOPING CONTROLS DURING OLYMPIC GAMES .....	74
13. EXPENSES FOR DOPING CONTROL .....	74
14. CONFIDENTIALITY AND REPORTING .....	75
15. IMPLEMENTATION OF DECISIONS.....	77
16. FINAL PROVISIONS.....	78
APPENDIX 1 DEFINITIONS TO THE ANTI-DOPING CODE AND IIHF DISCIPLINARY CODE ARTICLES 7 AND 12.4.....	80



## 1. DOPING

- 1.1. Doping is forbidden.
- 1.2. Doping is defined as the occurrence of one or more of the anti-doping rule violations set forth in Article 2.1 through Article 2.11 of this Anti-Doping Code and the WADA Code to which the IIHF is a Signatory.

## 2. ANTI-DOPING RULE VIOLATIONS

The circumstances and conduct described in this Article shall constitute anti-doping rule violations. Hearings in doping cases will proceed based on the assertion that one or more of these specific rules have been violated.

Players and other Persons shall be responsible for knowing what constitutes an anti-doping rule violation and the substances and methods which have been included on the Prohibited List.

The following constitute anti-doping rule violations:

- 2.1 Presence of a Prohibited Substance or its Metabolites or Markers in a Player's Sample
  - 2.1.1. It is the Players' personal duty to ensure that no Prohibited Substance enters their bodies. Players are responsible for any Prohibited Substance or its Metabolites or Markers found to be present in their Samples. Accordingly, it is not necessary that intent, Fault, Negligence or knowing Use on the Player's part be demonstrated in order to establish an anti-doping violation under Article 2.1.
  - 2.1.2. Sufficient proof of an anti-doping rule violation under Article 2.1 is established by any of the following: presence of a Prohibited Substance or its Metabolites or Markers in the Player's A Sample where the Player waives analysis of the B Sample and the B Sample is not analyzed; or, where the Player's B Sample is analyzed and the analysis of the Player's B Sample confirms the presence of the Prohibited Substance or its Metabolites or Markers found in the Player's A Sample; or where the Player's A or B Sample is split into two (2) parts and the analysis of the confirmation part of the split Sample confirms the presence of the Prohibited Substance or its Metabolites or Markers found in the first part of the split Sample or the Player waives analysis of the confirmation part of the split Sample.
  - 2.1.3. Excepting those substances for which a Decision Limit is specifically identified in the Prohibited List or a Technical Document, the presence of any reported quantity of a Prohibited Substance or its Metabolites or Markers in a Player's Sample shall constitute an anti-doping rule violation.
  - 2.1.4. As an exception to the general rule of Article 2.1, the Prohibited List, Technical Documents or International Standards may establish special criteria for reporting or the evaluation of certain Prohibited Substances.

- 2.2 Use or Attempted Use by a Player of a Prohibited Substance or a Prohibited Method
- 2.2.1. It is each Players' personal duty to ensure that no Prohibited Substance enters their bodies and that no Prohibited Method is Used. Accordingly, it is not necessary that intent, Fault, Negligence or knowing Use on the Player's part be demonstrated in order to establish an anti-doping violation for Use of a Prohibited Substance or a Prohibited Method.
- 2.2.2. The success or failure of the Use or Attempted Use of a Prohibited Substance or Prohibited Method is not material. It is sufficient that the Prohibited Substance or Prohibited Method was Used or Attempted to be Used for an anti-doping rule violation to be committed.
- 2.3 Evading, Refusing, or Failing to Submit to Sample Collection by a Player  
Evading Sample collection; or refusing or failing to submit to Sample collection without compelling justification after notification by a duly authorized Person.
- 2.4 Whereabouts Failures by a Player  
Any combination of three missed tests and/or filing failures, as defined in the International Standard for Results Management, within a twelve (12) month period by a Player in a Registered Testing Pool.
- 2.5 Tampering or Attempted Tampering with any part of Doping Control by a Player or Other Person
- 2.6 Possession of a Prohibited Substance or a Prohibited Method by a Player or Player Support Person
- 2.6.1. Possession by a Player In-Competition of any Prohibited Substance or any Prohibited Method, or Possession by a Player Out-of-Competition of any Prohibited Substance or any Prohibited Method which is prohibited Out-of-Competition unless the Player establishes that the Possession is consistent with a Therapeutic Use Exemption ("TUE") granted in accordance with Article 4 or other acceptable justification.
- 2.6.2. Possession by a Player Support Person In-Competition of any Prohibited Substance or any Prohibited Method, or Possession by a Player Support Person Out-of-Competition of any Prohibited Substance or any Prohibited Method which is prohibited Out-of-Competition in connection with a Player, Competition or training, unless the Player Support Person establishes that the Possession is consistent with a TUE granted to a Player in accordance with Article 4 or other acceptable justification.
- 2.7 Trafficking or Attempted Trafficking in any Prohibited Substance or Prohibited Method by a Player or Other Person
- 2.8 Administration or Attempted Administration by a Player or Other Person to any Player In-Competition of any Prohibited Substance or Prohibited Method, or Administration or Attempted Administration to any Player Out-of-Competition of any Prohibited Substance or any Prohibited Method that is Prohibited Out-of-Competition

2.9 Complicity or Attempted Complicity by a Player or Other Person

Assisting, encouraging, aiding, abetting, conspiring, covering up or any other type of intentional complicity or Attempted complicity involving an anti-doping rule violation, Attempted anti-doping rule violation or violation of IIHF Disciplinary Code Article 7.12.1 by another Person.

2.10 Prohibited Association by a Player or Other Person

2.10.1. Association by a Player or Other Person subject to the authority of an Anti-Doping Organization in a professional or sport-related capacity with any Player Support Person who:

2.10.1.1 If subject to the authority of an Anti-Doping Organization, is serving a period of Ineligibility;

2.10.1.2 If not subject to the authority of an Anti-Doping Organization and where Ineligibility has not been addressed in a Results Management process pursuant to the WADA Code, has been convicted or found in a criminal, disciplinary or professional proceeding to have engaged in conduct which would have constituted a violation of anti-doping rules if WADA Code-compliant rules had been applicable to such Person. The disqualifying status of such Person shall be in force for the longer of six (6) years from the criminal, professional or disciplinary decision or the duration of the criminal, disciplinary or professional sanction imposed; or

2.10.1.3 Is serving as a front or intermediary for an individual described in Article 2.10.1.1 or 2.10.1.2.

2.10.2. To establish a violation of Article 2.10, an Anti-Doping Organization must establish that the Player or Other Person knew of the Player Support Person's disqualifying status.

The burden shall be on the Player or Other Person to establish that any association with a Player Support Person described in Article 2.10.1.1 or 2.10.1.2 is not in a professional or sport-related capacity and/or that such association could not have been reasonably avoided.

Anti-Doping Organizations that are aware of Player Support Personnel who meet the criteria described in Article 2.10.1.1, 2.10.1.2, or 2.10.1.3 shall submit that information to WADA.

2.11 Acts by a Player or Other Person to Discourage or Retaliate Against Reporting to Authorities

Where such conduct does not otherwise constitute a violation of Article 2.5:

2.11.1. Any act which threatens or seeks to intimidate another Person with the intent of discouraging the Person from the good-faith reporting of information that relates to an alleged anti-doping rule violation or alleged non-compliance with the WADA Code to WADA, an Anti-Doping Organization, law enforcement, regulatory or professional disciplinary body, hearing body or Person conducting an investigation for WADA or an Anti-Doping Organization.

- 2.11.2. Retaliation against a Person who, in good faith, has provided evidence or information that relates to an alleged anti-doping rule violation or alleged non-compliance with the WADA Code to WADA, an Anti-Doping Organization, law enforcement, regulatory or professional disciplinary body, hearing body or Person conducting an investigation for WADA or an Anti-Doping Organization.

For purposes of Article 2.11, retaliation, threatening and intimidation include an act taken against such Person either because the act lacks a good faith basis or is a disproportionate response.

### **3. PROHIBITED LIST**

#### **3.1. Incorporation of the Prohibited List**

- 3.1.1. The IIHF Disciplinary Code incorporates the Prohibited List, which is published and revised by WADA as described in Article 4.1 of the WADA Code.
- 3.1.2. Unless provided otherwise in the Prohibited List or a revision, the Prohibited List and revisions shall go into effect under the IIHF Disciplinary Code three (3) months after publication by WADA, without requiring any further action by the IIHF or its Member National Associations. All Players and other Persons shall be bound by the Prohibited List, and any revisions thereto, from the date they go into effect, without further formality. It is the responsibility of all Players and other Persons to familiarize themselves with the most up-to-date version of the Prohibited List and all revisions thereto.
- 3.1.3. The IIHF shall publish the most recent version of the Prohibited List on [iihf.com](http://iihf.com). Each Member National Association shall take appropriate steps to distribute the Prohibited List to its members, and the constituents of its members.

#### **3.2. Prohibited Substances and Prohibited Methods Identified on the Prohibited List**

##### **3.2.1 *Prohibited Substances and Prohibited Methods***

The Prohibited List shall identify those Prohibited Substances and Prohibited Methods which are prohibited as doping at all times (both In-Competition and Out-of-Competition) because of their potential to enhance performance in future Competitions or their masking potential, and those substances and methods which are prohibited In-Competition only. The Prohibited List may be expanded by WADA for a particular sport. Prohibited Substances and Prohibited Methods may be included in the Prohibited List by general category (e.g., anabolic agents) or by specific reference to a particular substance or method.

##### **3.2.2 *Specified Substances or Specified Methods***

For purposes of the application of IIHF Disciplinary Code Article 7, all Prohibited Substances shall be Specified Substances except as identified on the Prohibited List. No Prohibited Method shall be a Specified Method unless it is specifically identified as a Specified Method on the Prohibited List.

### 3.2.3 *Substances of Abuse*

For purposes of applying Article 7 of the IIHF Disciplinary Code, Substances of Abuse shall include those Prohibited Substances which are specifically identified as Substances of Abuse on the Prohibited List because they are frequently abused in society outside of the context of sport.

### 3.3. WADA's Determination of the Prohibited List

WADA's determination of the Prohibited Substances and Prohibited Methods that will be included on the Prohibited List, the classification of substances into categories on the Prohibited List, the classification of a substance as prohibited at all times or In-Competition only, the classification of a substance or method as a Specified Substance, Specified Method or Substance of Abuse is final and shall not be subject to any challenge by a Player or other Person including, but not limited to, any challenge based on an argument that the substance or method was not a masking agent or did not have the potential to enhance performance, represent a health risk or violate the spirit of sport.

## 4. THERAPEUTIC USE EXEMPTIONS (TUEs)

### 4.1 International Standard for Therapeutic Use Exemptions

The presence of a Prohibited Substance or its Metabolites or Markers, and/or the Use or Attempted Use, Possession or Administration or Attempted Administration of a Prohibited Substance or Prohibited Method, shall not be considered an anti-doping rule violation if it is consistent with the provisions of a TUE granted in accordance with the International Standard for Therapeutic Use Exemptions.

### 4.2 TUE Applications

4.2.1. Players who are not International-Level Players shall apply to their National Anti-Doping Organization for a TUE. If the National Anti-Doping Organization denies the application, the Player may appeal exclusively to the national-level appeal body described in Article 13.2.2 of the WADA Code.

4.2.2. Players who are International-Level Players shall apply to the IIHF.

4.2.3. A Player may be granted a TUE if (and only if) he can show, on the balance of probabilities, that each of the following conditions is met:

- a) The Prohibited Substance or Prohibited Method in question is needed to treat a diagnosed medical condition supported by relevant clinical evidence;
- b) The Therapeutic Use of the Prohibited Substance or Prohibited Method will not, on the balance of probabilities, produce any additional enhancement of performance beyond what might be anticipated by a return to the Player's normal state of health following the treatment of the medical condition;
- c) The Prohibited Substance or Prohibited Method is an indicated treatment for the medical condition, and there is no reasonable

permitted Therapeutic alternative; and

- d) The necessity for the Use of the Prohibited Substance or Prohibited Method is not a consequence, wholly or in part, of the prior Use (without a TUE) of a substance or method which was prohibited at the time of such Use.

#### 4.3 TUE Recognition

- 4.3.1. Where the Player already has a TUE granted by their National Anti-Doping Organization pursuant to Article 4.4 of the WADA Code for the substance or method in question and provided that such TUE has been reported in accordance with Article 5.5 of the International Standard for Therapeutic Use Exemptions, the IIHF will automatically recognize it for purposes of international-level Competition.
- 4.3.2. If the IIHF chooses to test a Player who is not an International-Level Player, the IIHF must recognize a TUE granted to that Player by their National Anti-Doping Organization unless the Player is required to apply for recognition of the TUE pursuant to Articles 5.8 and 7.0 of the International Standard for Therapeutic Use Exemptions without the need to review the relevant clinical information.

#### 4.4 TUE Application Process

- 4.4.1. If the Player does not already have a TUE granted by their National Anti-Doping Organization for the substance or method in question, the Player must apply directly to the IIHF.
- 4.4.2. An application to the IIHF for grant or recognition of a TUE must be made as soon as possible, save where Articles 4.1 or 4.3 of the International Standard for Therapeutic Use Exemptions apply. The application shall be made in accordance with Article 6 of the International Standard for Therapeutic Use Exemptions by submitting the TUE application form which is available on the IIHF website (<https://www.iihf.com/en/static/5074/anti-doping>) or which can be requested by contacting [integrity@iihfoffice.com](mailto:integrity@iihfoffice.com).
- 4.4.3. The IIHF establishes a panel (the “Therapeutic Use Exemption Committee” (“TUEC”)) to consider applications for the grant or recognition of TUEs. in accordance with Article 4.4.3(a)-(d) below:
  - a) The TUEC consists of a minimum of four (4) members with experience in the care and treatment of Players and sound knowledge of clinical, sports and exercise medicine. Each appointed member serves a term of four (4) years which is renewable.
  - b) Before serving as a member of the TUEC, each member signs a conflict of interest and confidentiality declaration. The appointed members are not employees of the IIHF.
  - c) When an application to the IIHF for the grant or recognition of a TUE is made, the Chair of the TUEC or the IIHF appoints three (3) members (which may include the Chair) to consider the application.

- d) Before considering a TUE application, each member discloses any circumstances likely to affect their impartiality with respect to the Player making the application. If a member is unwilling or unable to assess the Player's TUE application, for any reason, the Chair or the IIHF may appoint a replacement from the pool of members appointed under point (a) above. The Chair will not serve as a member of the TUEC if there are any circumstances which are likely to affect the impartiality of the TUE decision.
- 4.4.4. The TUEC will promptly evaluate and decide upon the application in accordance with the relevant provisions of the International Standard for Therapeutic Use Exemptions and usually (i.e., unless exceptional circumstances apply) within no more than twenty-one (21) days of receipt of a complete application. Where the application is made in a reasonable time prior to an Event, the TUEC will use its best endeavors to issue its decision before the start of the Event.
  - 4.4.5. The TUEC decision is the final decision of the IIHF and may be appealed in accordance with Article 4.7. The IIHF TUEC decision will be notified in writing to the Player, and to WADA and other Anti-Doping Organizations in accordance with the International Standard for Therapeutic Use Exemptions. It will also promptly be reported into ADAMS.
  - 4.4.6. If the IIHF (or the National Anti-Doping Organization, where it has agreed to consider the application on behalf of the IIHF) denies the Player's application, it will notify the Player promptly, with reasons. If the IIHF grants the Player's application, it will notify not only the Player but also its National Anti-Doping Organization. If the National Anti-Doping Organization considers that the TUE granted by the IIHF does not meet the criteria set out in the International Standard for Therapeutic Use Exemptions, it has twenty-one (21) days from such notification to refer the matter to WADA for review in accordance with Article 4.7.

If the National Anti-Doping Organization refers the matter to WADA for review, the TUE granted by the IIHF remains valid for international-level Competition and Out-of-Competition Testing (but is not valid for national-level Competition) pending WADA's decision. If the National Anti-Doping Organization does not refer the matter to WADA for review, the TUE granted by the IIHF becomes valid for national-level Competition as well when the twenty-one (21) day review deadline expires.

#### 4.5 Retroactive TUE Applications

- 4.5.1. A Player who needs to Use a Prohibited Substance or Prohibited Method for Therapeutic reasons must apply for and obtain a TUE under Article 4.2 prior to Using or Possessing the substance or method in question.

However, a Player may apply retroactively for a TUE (but must still meet the conditions in Article 4.2.3) if one of any of the following exceptions applies:

- a) Emergency or urgent treatment of a medical condition was necessary;
- b) There was insufficient time, opportunity or other exceptional

circumstances that prevented the Player from submitting (or the TUEC to consider) an application for the TUE prior to Sample collection;

- c) Due to national level prioritization of certain sports, the Player's National Anti-Doping Organization did not permit or require the Player to apply for a prospective TUE;
- d) If the IIHF chooses to collect a Sample from a Player who is not an International-Level Player or National-Level Player, and that Player is Using a Prohibited Substance or Prohibited Method for Therapeutic reasons, the IIHF must permit the Player to apply for a retroactive TUE; or
- e) The Player Used Out-of-Competition, for Therapeutic reasons, a Prohibited Substance that is only prohibited In-Competition.

#### 4.6 Expiration, Withdrawal or Reversal of a TUE

4.6.1. A TUE granted pursuant to this Anti-Doping Code: (a) shall expire automatically at the end of any term for which it was granted, without the need for any further notice or other formality; (b) will be withdrawn if the Player does not promptly comply with any requirements or conditions imposed by the TUEC upon grant of the TUE; (c) may be withdrawn by the TUEC if it is subsequently determined that the criteria for grant of a TUE are not in fact met; or (d) may be reversed on review by WADA or on appeal.

4.6.2. In such event, the Player shall not be subject to any Consequences based on their Use or Possession or Administration of the Prohibited Substance or Prohibited Method in question in accordance with the TUE prior to the effective date of expiry, withdrawal, or reversal of the TUE. The review pursuant to Article 5.1.1.1 of the International Standard for Results Management of an Adverse Analytical Finding, reported shortly after the TUE expiry, withdrawal or reversal, shall include consideration of whether such finding is consistent with Use of the Prohibited Substance or Prohibited Method prior to that date, in which event no anti-doping rule violation shall be asserted.

#### 4.7 Reviews and Appeals of TUE Decisions

4.7.1. WADA must review the IIHF's decision not to recognize a TUE granted by the National Anti-Doping Organization that is referred to WADA by the Player or the Player's National Anti-Doping Organization. In addition, WADA must review the IIHF's decision to grant a TUE that is referred to WADA by the Player's National Anti-Doping Organization. WADA may review any other TUE decisions at any time, whether upon request by those affected or on its own initiative. If the TUE decision being reviewed meets the criteria set out in the International Standard for Therapeutic Use Exemptions, WADA will not interfere with it. If the TUE decision does not meet those criteria, WADA will reverse it.

4.7.2. Any TUE decision by the IIHF (or by a National Anti-Doping Organization where it has agreed to consider the application on behalf of the IIHF) that is not reviewed by WADA, or that is reviewed by WADA but is not



reversed upon review, may be appealed by the Player and/or the Player's National Anti-Doping Organization, exclusively to CAS.

- 4.7.3. A decision by WADA to reverse a TUE decision may be appealed by the Player, the National Anti-Doping Organization and/or the IIHF, exclusively to CAS.
- 4.7.4. A failure to render a decision within a reasonable time on a properly submitted application for grant/recognition of a TUE or for review of a TUE decision shall be considered a denial of the application thus triggering the applicable rights of review/appeal.

## **5. TESTING AND INVESTIGATION REQUIREMENTS**

### **5.1 Purpose of Testing and Investigations**

- 5.1.1. IIHF's testing and investigations – test distribution planning, post-testing activity and related activities – shall be conducted in conformity with the provisions of the International Standard for Testing and Investigations and the IIHF Bylaws, Regulations/Codes and Medical Care Guide.
- 5.1.2. Testing shall be undertaken to obtain analytical evidence as to whether the Player has violated Article 2.1 (Presence of a Prohibited Substance or its Metabolites or Markers in a Player's Sample) or Article 2.2 (Use or Attempted Use by a Player of a Prohibited Substance or a Prohibited Method).

### **5.2 Authority to Test**

- 5.2.1. Subject to the jurisdictional limitations for Event Testing set out in Article 5.3, the IIHF shall have In-Competition and Out-of-Competition Testing authority over all Players specified in the Introduction to this Anti-Doping Code (Section "Scope of this Anti-Doping Code").
- 5.2.2. The IIHF may require any Player over whom it has Testing authority (including any Player serving a period of Ineligibility) to provide a Sample at any time and at any place.
- 5.2.3. WADA shall have In-Competition and Out-of-Competition Testing authority as set out in Article 20.7.10 of the WADA Code.

### **5.3 Event Testing**

- 5.3.1. Except as otherwise provided below, only a single organization shall be responsible for initiating and directing Testing at Event Venues during an Event Period. At International Events, the IIHF (or other international organization which is the ruling body for an Event) shall have authority to conduct Testing. At National Events, the National Anti-Doping Organization of that country shall have authority to conduct Testing. At the request of the IIHF (or other international organization which is the ruling body for an Event), any Testing during the Event Period outside of the Event Venues shall be coordinated with that ruling body.

- 5.3.2. If an Anti-Doping Organization which would otherwise have Testing authority but is not responsible for initiating and directing Testing at an IIHF Competition, desires to conduct Testing of Players at the Event Venues during the Event Period, the Anti-Doping Organization shall first confer with the IIHF to obtain permission to conduct and coordinate such Testing. If the Anti-Doping Organization is not satisfied with the response from the IIHF, the Anti-Doping Organization may, in accordance with procedures described in the International Standard for Testing and Investigations, ask WADA for permission to conduct Testing and to determine how to coordinate such Testing. WADA shall not grant approval for such Testing before consulting with and informing the IIHF. WADA's decision shall be final and not subject to appeal. Unless otherwise provided in the authorization to conduct Testing, such tests shall be considered Out-of-Competition tests. Results Management for any such test shall be the responsibility of the Anti-Doping Organization initiating the test unless provided otherwise in the rules of the ruling body of the Event.

#### 5.4 Testing Requirements

- 5.4.1. The IIHF shall conduct test distribution planning and Testing as required by the International Standard for Testing and Investigations.
- 5.4.2. Where reasonably feasible, Testing shall be coordinated through ADAMS in order to maximize the effectiveness of the combined Testing effort and to avoid unnecessary repetitive Testing.

#### 5.5 Retired Players Returning to Competition

- 5.5.1. If an International-Level Player or National-Level Player in IIHF's Registered Testing Pool retires and then wishes to return to active participation in sport, the Player shall not compete in International Events or National Events until the Player has made himself or herself available for Testing, by giving six (6) months prior written notice to the IIHF and their National Anti-Doping Organization.

WADA, in consultation with the IIHF and the Player's National Anti-Doping Organization, may grant an exemption to the six (6) month written notice rule where the strict application of that rule would be unfair to the Player. This decision may be appealed under IIHF Disciplinary Code Article 12.4.5.

Any competitive results obtained in violation of this Article 5.5.1 shall be Disqualified unless the Player can establish that he or she could not have reasonably known that this was an International Event or a National Event.

- 5.5.2. If a Player retires from sport while subject to a period of Ineligibility, the Player must notify the Anti-Doping Organization that imposed the period of Ineligibility in writing of such retirement. If the Player then wishes to return to active competition in sport, the Player shall not compete in International Events or National Events until the Player has made himself or herself available for Testing by giving six (6) months prior written notice (or notice equivalent to the period of Ineligibility remaining as of the date the Player retired, if that period was longer than six (6) months) to the IIHF and to their National Anti-Doping Organization.

## **6. DOPING CONTROL DURING IIHF COMPETITIONS (IN-COMPETITION TESTING)**

### **A Operations and Facilities**

- 6.1 For the operation of Doping Controls to be carried out at all IIHF Competitions in accordance with IIHF Bylaw 23.2, the host Member National Association or the Organizing Committee must provide adequate personnel from a National Anti-Doping Organization (“NADO”) or a Delegated Third Party recognized by the IIHF, facilities, and equipment to successfully operate the Doping Control for the IIHF Competition. The Doping Control Station shall be set up and organized in accordance with the specifications established in the IIHF Medical Care Guide.
- 6.2 The IIHF shall have an agreement with a WADA accredited laboratory to perform the analysis of the Doping Control urine Samples according to this Anti-Doping Code and the International Standard for Laboratories.
- 6.3 Each venue where an IIHF Competition is played and Doping Control is carried out, shall be equipped with adequate anti-doping facilities in accordance with the IIHF Medical Care Guide and the International Standard for Testing and Investigations. This shall include secure and lockable rooms to be used for the Doping Control Station, a waiting room, and a Doping Control Station office. These should be located on the same floor and in the immediate vicinity of the Player locker rooms.
- 6.4 It is the responsibility of the Organizing Committee to ensure that the Doping Control Station is set up at least two (2) days prior to the start of the IIHF Competition and that the Sample collection vessels and Sample bottles are placed in a secure locked cabinet in the Doping Control Station office.

### **B Selection of Players**

- 6.5 The IIHF Office shall determine the number of Players to be tested during an IIHF Competition according to the IIHF Test Distribution Plan.
- 6.6 The IIHF Office shall select all Players for Doping Control. The IIHF Office shall prioritize Target Testing in order to ensure that all of the appropriate Players are tested. However, the IIHF Office may also conduct random Testing.
- 6.7 A Player may be tested any time on more than one occasion during an IIHF Competition.
- 6.8 If it is documented that the Player that was selected for Doping Control suffered a serious injury or was ill and left the Event Venue, the IIHF Office, ensures that another Player from the team for Doping Control in accordance with the above noted procedure.
- 6.9 Should the injured or sick Player recover and play in a later game during this same IIHF Competition, the Player may be obligated to undergo the Doping Control after participating in the first game following the injury.

### **C Doping Control Procedures**

- 6.10 The In-Competition Testing period shall commence twelve (12) hours prior to the

start of the Competition (the starting time of the first game of the Event) and end twelve (12) hours after the end of the Competition (the ending time of the last game of the Event).

- 6.11 The arena(s), the practice facilities and the hotels used for the Championship are the Event Venues for In-Competition Testing during the Event Period mentioned under Article 6.10.
- 6.12 The NADO or an IIHF recognized Delegated Third Party provider shall conduct Doping Control in accordance with the International Standard for Testing and Investigations. The IIHF Medical Supervisor, on behalf of the IIHF Office, shall supervise the In-Competition Doping Control procedures.

## **7. OUT-OF-COMPETITION TESTING**

### **7.1 General Provisions**

The IIHF Out-of-Competition testing Program is based on two pillars, namely the IIHF Registered Testing Pool (“RTP”) and the IIHF Team Whereabouts Program. The Anti-Doping Code includes the rules that are applicable to the IIHF Registered Testing Pool and the IIHF Team Whereabouts Guidelines include the rules that are applicable to the IIHF Team Whereabouts Program.

It is the responsibility of each Player and each Member National Association to ensure compliance with the Registered Testing Pool and the IIHF Team Whereabouts Program. Any Member National Association or Player who fails to submit valid whereabouts information will be subject to sanctions as specified in the IIHF Disciplinary Code or the IIHF Team Whereabouts Guidelines.

- 7.1.1 All Out-of-Competition Sample collection procedures shall follow the protocol set out in the WADA Code and the International Standards for Testing and Investigations in force at the time of the Testing.
- 7.1.2 Except in exceptional circumstances, all Out-of-Competition Testing shall be without advance notice.
- 7.1.3 All Players shall be subject to Out-of-Competition Doping Control carried out by the IIHF or any third party authorized or appointed by the IIHF to do so.

### **7.2 IIHF Out-of-Competition Testing Program and its criteria**

The IIHF shall establish an Out-of-Competition Testing Program according to the International Standard for Testing and Investigation.

The IIHF Out-of-Competition Testing Program shall include Players and teams under the IIHF jurisdiction and comply with the IIHF whereabouts requirements. The respective criteria on which Players or teams are selected are outlined in a separate document, which could change from season to season based on the most current findings and risk regarding doping.

- 7.2.1 The IIHF Registered Testing Pool shall be a pool of Players whose entry into the Pool is chosen by the IIHF Office. Players entered into the IIHF RTP will be required to provide up to date whereabouts information to the IIHF for each quarter period via ADAMS for the purpose of No Advance Notice Out-Of-Competition Testing. Such whereabouts information shall

include one specific 60-minute time slot between 5:00 – 23:00 (5 am - 11 pm) each day where the Player will be available and accessible for Testing at a specific location.

Players chosen to become part of the IIHF RTP who are also members of the RTP of their National Anti-Doping Organization (“NADO”) shall remain part of both the IIHF RTP and the NADO RTP. The IIHF and the Player’s NADO shall agree between themselves to whom the Player shall provide their Whereabouts Filings and that Anti-Doping Organization shall be the Player’s whereabouts custodian.

7.2.2 The IIHF shall make available through ADAMS a list that identifies those Players that have been included in its Registered Testing Pool by name.

7.2.3 The IIHF Team Whereabouts Program includes a set of teams which will be required to submit up to date team whereabouts information to the IIHF in accordance with the IIHF Team Whereabouts Guidelines.

### 7.3 Removal from the IIHF RTP

7.3.1 Once nominated to become part of the IIHF RTP, a Player shall remain part of the IIHF RTP and be subject to whereabouts requirements as set out in this Anti-Doping Code unless and until:

- a) The Player is given written notice from the IIHF that he is no longer designated for inclusion into the IIHF RTP; or
- b) The Player retires from Competition and provides written notice to the IIHF regarding such.

7.3.2 Once a Player is removed from the IIHF RTP, their whereabouts information shall be destroyed once no longer relevant for the purposes of Code Article 5.5 in accordance with the International Standard for the Protection of Privacy and Personal Information.

7.3.3 Teams nominated to become part of the IIHF Team Whereabouts Program shall remain part of the IIHF Team Whereabouts Program and subject to the whereabouts requirements set forth in the IIHF Team Whereabouts Guidelines until the team is given a written notice from the IIHF on the team’s release from the program.

### 7.4 Provisions of Whereabouts

7.4.1 Players entered into the IIHF RTP shall provide the IIHF with accurate and complete Player whereabouts information every quarter via ADAMS. A failure by a Player designated for inclusion into the IIHF RTP to submit his Player whereabouts by the deadline may amount to a Filing Failure and consequently a Whereabouts Failure.

7.4.2 Players shall also update the IIHF via ADAMS as soon as possible with any changes to his/her whereabouts information and/or with any additional information that is necessary to his/her whereabouts that occur within the specific quarter period.

7.4.3 Each Team included in the IIHF Team Whereabouts Program shall provide the Team Whereabouts in accordance with the IIHF Team Whereabouts Guidelines.

7.4.4 Whereabouts information provided by a Player shall be maintained in strict confidence at all times by the IIHF; shall be used exclusively for purposes of planning, coordinating or conducting Doping Control, providing information relevant to the Athlete Biological Passport or other analytical results, to support an investigation into a potential anti-doping rule violation, or to support proceedings alleging an anti-doping rule violation.

## 7.5 Whereabouts Filing Requirements

7.5.1 Before the last day of each quarter and prior to the first day of the following quarter (i.e. 1 October, 1 January, 1 April, and 1 July) a Player in the IIHF RTP must file a Whereabouts Filing with the IIHF via ADAMS that contains the following information:

- a) A complete mailing address and personal email address where correspondence may be sent to the Player for formal notice purposes. Any notice or other items shall be deemed received by the Player seven (7) days after it was deposited in the mail and immediately when notification of a sent email receipt is generated/obtained (subject to applicable law);
- b) Specific confirmation that the Player understands that their Whereabouts Filing will be shared with other Anti-Doping Organizations that have authority to conduct Testing on them;
- c) For each day during the following quarter, the full address of the place where the Player will be staying overnight (e.g. home, temporary lodgings, hotel, etc.);
- d) For each day during the following quarter, the name and address of each location where the Player will (i) train individually or as part of a team activity including both his/her club and national team schedules and (ii) will work or conduct any regular activity (university, study, etc.), as well as the usual time frames for such regular activity (and/or similarly relevant information for off-season quarters);
- e) The Player's competition schedule for the following quarter, including the name and address of each location where the Player is scheduled to compete during the quarter and the date(s) on which he is scheduled to compete at such location(s) (club and national team schedules) (no competition schedule is required for off-season quarters); and
- f) For each day during the following quarter, one specific 60-minute slot between 5:00 and 23:00 (11 pm) each day where the Player will be available and accessible for Testing at a specific location.

(Note: A Player in the IIHF RTP who suffers an injury and/or illness during the season which results in him/her not being present at scheduled team and/or individual activities shall be required to be available and accessible

for Testing at his/her nominated residence.)

- 7.5.2 When making Whereabouts Filings, Players are responsible for ensuring that they provide all the required information accurately and in sufficient detail to enable the IIHF (or the Delegated Third Party to which the IIHF delegates Testing responsibility) or NADO to locate the Player for Testing on any given day in the quarter.
- 7.5.3 Providing fraudulent information from a Player in his/her whereabouts filing may amount to an anti-doping rule violation under Article 2.3 or Article 2.5.
- 7.5.4 The Player has the ultimate responsibility to provide whereabouts information and be available for Testing at all times in accordance with his/her whereabouts information declared on his Whereabouts Filing. However, each Member National Association shall use its best efforts to assist the IIHF in the implementation of its Out-Of-Competition Testing Program when requested to do so by the IIHF.
- 7.5.5 Each team included in the IIHF Team Whereabouts Program shall adhere to the filing requirements set out in the IIHF Team Whereabouts Guidelines.

#### 7.6 Filing Failure Pre-Conditions

A Player will only be declared to have committed a Filing Failure where the IIHF can establish:

- a) That the Player was duly notified that he was designated for inclusion in the IIHF RTP and that he must make and update accurate whereabouts filings;
- b) That the Player was informed of the consequences of any failure to comply with whereabouts filing requirements;
- c) That the Player failed to comply with any or all of the requirements to make or update accurate Whereabouts Filings by the applicable deadline;
- d) That in the case of a second and/or third Filing Failure, the Player was given notice of the previous Filing Failure and (if that Filing Failure revealed deficiencies in the Whereabouts Filing that would lead to further Filing Failures if not rectified) was advised in the notice that in order to avoid a further Filing Failure he/she must file the required Whereabouts Filing (or update) by the deadline specified in the notice (which must be within 48 hours after receipt of the notice) and yet failed to rectify that Filing Failure by the deadline specified in the notice; and
- e) That the Player's failure to comply was at least negligent (a Player will be presumed to have committed the failure negligently upon proof that he was notified of the filing requirement yet failed to comply. This presumption may be rebutted by the Player if he establishes that no negligent behavior on his part caused or contributed to the failure).

7.7 Results Management for Filing Failures

Results Management for Filing Failures shall be conducted in accordance with the International Standards for Results Management Annex B.3

7.8 Availability for Testing

A Player in the IIHF RTP must specifically be present and available for Testing on any given day in the relevant quarter for the 60-minute time slot specified for that day in his Whereabouts Filing, at the location that the Player has specified for that time slot in such filing. Where this requirement is not met by the Player, it shall be pursued as an apparent Missed Test. If the Player is tested during such a time slot, the Player must remain with the Doping Control Officer until the Sample collection has been completed, even if this takes longer than the 60-minute time slot. A failure to do so shall be pursued as an apparent violation of Code Article 2.3 (refusal or failure to submit to Sample collection).

7.9 Missed Test

A Player in the IIHF RTP may only be declared to have committed a Missed Test where the IIHF can establish:

- a) That the Player was duly notified that he was designated for inclusion in the IIHF RTP and that he was advised of his/her liability for a Missed Test if he was unavailable for Testing during the 60-minute time slot specified in his Whereabouts Filing at the location specified for that time slot;
- b) That the IIHF attempted to test the Player in the IIHF RTP on a given day in the quarter during the 60 - minute time slot at the location specified by the Player in his Whereabouts Filing;
- c) That during the specified 60-minute time slot, the Doping Control Officer did what was reasonable in the circumstances (i.e., given the nature of the specified location) to try to locate the Player, short of giving the Player any advance notice of the test;
- d) That if the attempted Testing would result in the Player's second Missed Test, the IIHF gave proper notice to the Player concerning the Player's first missed test; and
- e) That the Player's failure to be available for Testing at the specified location during the specified 60-minute time slot was at least negligent (a Player will be presumed to be negligent upon proof that a) through d) of this Article are met. This presumption may only be rebutted by the Player establishing that no negligent behavior on his part caused or contributed to his/her failure to be available for Testing at such location during such time slot and to update his/her most recent Whereabouts Filing to give notice of a different location where he/she would instead be available for Testing during a specified 60-minute time slot on the relevant day).

7.10 Results Management for Missed Tests

Results management for missed tests shall be conducted in accordance with the International Standards for Results Management Annex B.3.

7.11 Member National Association Non-Compliance

Any Member National Association who fails to assist the IIHF in the implementation



of its Out-Of-Competition Testing Program may be subject to disciplinary action in accordance with the IIHF Disciplinary Code.

#### 7.12 Confidentiality

7.12.1 When the IIHF receives notice of a Whereabouts Failure with respect to a Player it shall not disclose that information beyond those Persons who need to know, unless and until that Player is found to have committed an anti-doping rule violation (the IIHF shall ensure that such Persons who need to know also maintain the same level of confidentiality).

7.12.2 Whereabouts information provided pursuant to Article 7.4 shall be shared with WADA and other Anti-Doping Organizations having jurisdiction to test Players in accordance with the International Standard for Testing and Investigations, including the strict condition that the whereabouts information is only used for Doping Control purposes.

### **8. SAMPLE ANALYSIS**

Doping Control Samples collected under this Anti-Doping Code shall be analyzed in accordance with the following principles:

8.1 Use of Approved Laboratories: for the purposes of Article 2.1, the IIHF shall send Doping Control Samples for analysis only to WADA-accredited laboratories or to laboratories as otherwise approved by WADA. The IIHF shall have the sole choice of the WADA-accredited laboratory (or other laboratory approved by WADA) used for the Sample Analysis.

8.2 Purpose of Analysis of Samples and Data: Samples and related analytical data or Doping Control information shall be analyzed to detect Prohibited Substances and Prohibited Methods identified on the Prohibited List and other substances as may be directed by WADA pursuant to the Monitoring Program described in Article 4.5 of the WADA Code, or to assist the IIHF in profiling relevant parameters in a Player's urine, blood or other matrix, including DNA or genomic profiling, or for any other legitimate anti-doping purposes.

8.3 Research on Samples: Samples, related analytical data and Doping Control information may be used for anti-doping research purposes, although no Sample may be used for research without the Player's written consent. Samples and related analytical data or Doping Control information used for research purposes shall first be processed in such a manner as to prevent Samples and related analytical data or Doping Control information being traced back to a particular Player. Any research involving Samples and related analytical data or Doping Control information shall adhere to the principles set out in Article 19 of the WADA Code.

8.4 Standards for Sample Analysis and Reporting: In accordance with Article 6.4 of the WADA Code, the IIHF shall ask laboratories to analyze Samples in conformity with the International Standard for Laboratories and Article 4.7 of the International Standard for Testing and Investigations and to report results in ADAMS.

Laboratories at their own initiative and expense may analyze Samples for Prohibited Substances or Prohibited Methods not included on the standard Sample analysis menu, or as requested by the IIHF. Results from any such analysis shall be reported to the IIHF and have the same validity and

Consequences as any other analytical result.

- 8.5 Further Analysis of Samples prior to or during Results Management: There shall be no limitation on the authority of a laboratory to conduct repeat or additional analysis on a Sample prior to the time the IIHF notifies a Player that the Sample is the basis for an Article 2.1 Anti-Doping Rule Violation charge. If after such notification the IIHF wishes to conduct additional analysis on that Sample, it may do so with the consent of the Player or approval from a hearing body.
- 8.6 Further Analysis of a Sample After it has been Reported as Negative or has Otherwise not Resulted in an Anti-Doping Rule Violation Charge: After a laboratory has reported a Sample as negative, or the Sample has not otherwise resulted in an anti-doping rule violation charge, it may be stored and subjected to further analyses for the purpose of Article 8.2 at any time exclusively at the direction of either the Anti-Doping Organization that initiated and directed Sample collection or WADA. Any other Anti-Doping Organization with authority to test the Player that wishes to conduct further analysis on a stored Sample may do so with the permission of the Anti-Doping Organization that initiated and directed Sample collection or WADA, and shall be responsible for any follow-up Results Management. Any Sample storage or further analysis initiated by WADA or another Anti-Doping Organization shall be at WADA's or that organization's expense. Further analysis of Samples shall conform with the requirements of the International Standard for Laboratories.
- 8.7 Split of A or B Sample: Where WADA, an Anti-Doping Organization with Results Management authority, and/or a WADA-accredited laboratory (with approval from WADA or the Anti-Doping Organization with Results Management authority) wishes to split an A or B Sample for the purpose of using the first part of the split Sample for an A Sample analysis and the second part of the split Sample for confirmation, then the procedures set forth in the International Standard for Laboratories shall be followed.
- 8.8 WADA's Right to Take Possession of Samples and Data: WADA may, in its sole discretion at any time, with or without prior notice, take physical possession of any Sample and related analytical data or information in the possession of a laboratory or Anti-Doping Organization. Upon request by WADA, the laboratory or Anti-Doping Organization in possession of the Sample or data shall immediately grant access to and enable WADA to take physical possession of the Sample or data. If WADA has not provided prior notice to the laboratory or Anti-Doping Organization before taking possession of a Sample or data, it shall provide such notice to the laboratory and each Anti-Doping Organization whose Samples or data have been taken by WADA within a reasonable time after taking possession. After analysis and any investigation of a seized Sample or data, WADA may direct another Anti-Doping Organization with authority to test the Athlete to assume Results Management responsibility for the Sample or data if a potential anti-doping rule violation is discovered.

## **9. IIHF RESULTS MANAGEMENT**

The circumstances in which the IIHF shall take responsibility for conducting Results Management in respect of anti-doping rule violations involving Players and/or other Persons under its jurisdiction shall be determined by reference to and in accordance with Article 7 of the WADA Code and the International Standard for Results Management.

**A. Retirement from Sport**

- 9.1 If a Player or other Person retires while the IIHF's Results Management process is underway, the IIHF retains authority to complete its Results Management process. If a Player or other Person retires before any Results Management process has begun, and the IIHF would have had Results Management authority over the Player or other Person at the time the Player or other Person committed an anti-doping rule violation, the IIHF has authority to conduct Results Management.

**B. Results Management Agreements**

9.2 One (1) Year Reduction for Certain Anti-Doping Rule Violations Based on Early Admission and Acceptance of Sanction

Where a Player or other Person, after being notified by the IIHF of a potential anti-doping rule violation that carries an asserted period of Ineligibility of four (4) or more years (including any period of Ineligibility asserted under Disciplinary Code Article 7.4), admits the violation and accepts the asserted period of Ineligibility no later than twenty (20) days after receiving notice of an anti-doping rule violation charge, the Player or other Person may receive a one (1) year reduction in the period of Ineligibility asserted by the IIHF. Where the Player or other Person receives the one (1) year reduction in the asserted period of Ineligibility under this Article, no further reduction in the asserted period of Ineligibility shall be allowed under any other Article.

9.3 Case Resolution Agreement

Where the Player or other Person admits an anti-doping rule violation after being confronted with the anti-doping rule violation by the IIHF and agrees to Consequences acceptable to the IIHF and WADA, at their sole discretion, then: (a) the Player or other Person may receive a reduction in the period of Ineligibility based on an assessment by the IIHF and WADA of the application of IIHF Disciplinary Code Articles 7.1 through 7.7 to the asserted anti-doping rule violation, the seriousness of the violation, the Player or other Person's degree of Fault and how promptly the Player or other Person admitted the violation; and (b) the period of Ineligibility may start as early as the date of Sample collection or the date on which another anti-doping rule violation last occurred. In each case, however, where this Article is applied, the Player or other Person shall serve at least one-half of the agreed-upon period of Ineligibility going forward from the earlier of the date the Player or other Person accepted the imposition of a sanction or a Provisional Suspension which was subsequently respected by the Player or other Person. The decision by WADA and the IIHF to enter or not enter into a case resolution agreement, and the amount of the reduction to, and the starting date of, the period of Ineligibility are not matters for determination or review by a hearing body and are not subject to appeal under Disciplinary Code Article 12.4.5.

If so requested by a Player or other Person who seeks to enter into a case resolution agreement under this Article, the IIHF shall allow the Player or other Person to discuss an admission of the anti-doping rule violation with it subject to a Without Prejudice Agreement.

**10. MEMBER NATIONAL ASSOCIATION EDUCATION**

Member National Associations shall conduct Education in coordination with the applicable National Anti-Doping Organization. When the IIHF so requests, the Member National Association must show proof of the Education conducted in coordination with the applicable

National Anti-Doping Organization.

## **11. PROVISIONAL SUSPENSIONS**

### **11.1 Mandatory Provisional Suspension**

If the IIHF receives an Adverse Analytical Finding or an Adverse Passport Finding (upon completion of the Adverse Passport Finding review process) for a Prohibited Substance or a Prohibited Method that is not a Specified Substance or for a Specified Method, the IIHF shall impose a Provisional Suspension on the Player promptly upon or after the review and notification required by Article 7.2 of the WADA Code.

A mandatory Provisional Suspension may be eliminated if: (i) the Player demonstrates to the IIHF that the violation is likely to have involved a Contaminated Product, or (ii) the violation involves a Substance of Abuse and the Player establishes entitlement to a reduced period of Ineligibility under IIHF Disciplinary Code Article 7.2.4.1.

IIHF's decision not to eliminate a mandatory Provisional Suspension on account of the Player's assertion regarding a Contaminated Product shall not be appealable.

### **11.2 Optional Provisional Suspension**

The IIHF may impose a Provisional Suspension for anti-doping rule violations not covered by Article 11.1 prior to the analysis of the Player's B Sample or final hearing as described in the IIHF Disciplinary Code.

An optional Provisional Suspension may be lifted at the discretion of the IIHF at any time prior to IIHF Disciplinary Board's decision in accordance with the IIHF Disciplinary Code, unless provided otherwise in the International Standard for Results Management.

### **11.3 Opportunity for Hearing or Appeal**

Notwithstanding Articles 11.1 and 11.2, a Provisional Suspension may not be imposed unless the Player or other Person is given: a) an opportunity for a Provisional Hearing, either before or on a timely basis after the imposition of the Provisional Suspension, or b) an opportunity for an expedited hearing in accordance with Article 8 of the WADA Code on a timely basis after imposition of the Provisional Suspension.

The imposition of a Provisional Suspension, or the decision not to impose a Provisional Suspension, may be appealed in an expedited process in accordance with IIHF Disciplinary Code Article 12.4.5.

### **11.4 Voluntary Acceptance of Provisional Suspension**

Players on their own initiative may voluntarily accept a Provisional Suspension if done so prior to the later of: (i) the expiration of ten (10) days from the report of the B Sample (or waiver of the B Sample) or ten (10) days from the notice of any other anti-doping rule violation, or (ii) the date on which the Player first competes after such report or notice.

Other Persons on their own initiative may voluntarily accept a Provisional Suspension if done so within ten (10) days from the notice of the anti-doping rule violation.

Upon such voluntary acceptance, the Provisional Suspension shall have the full effect and be treated in the same manner as if the Provisional Suspension had been imposed under Article 11.1 or 11.2; provided, however, at any time after voluntarily accepting a Provisional Suspension, the Player or other Person may withdraw such acceptance, in which event the Player or other Person shall not receive any credit for time previously served during the Provisional Suspension.

- 11.5 If a Provisional Suspension is imposed based on an A Sample Adverse Analytical Finding and a subsequent B Sample analysis (if requested by the Player or the IIHF) does not confirm the A Sample analysis, then the Player shall not be subject to any further Provisional Suspension on account of a violation of Article 2.1. In circumstances where the Player (or the Player's team) has been removed from an Event based on a violation of Article 2.1 and the subsequent B Sample analysis does not confirm the A Sample finding, then, if it is still possible for the Player or team to be reinserted, without otherwise affecting the Event, the Player or team may continue to take part in the Event.

## **12. DOPING CONTROLS DURING OLYMPIC GAMES**

- 12.1 The procedure for Doping Controls and procedures at the Olympic Games shall be specified by the International Olympic Committee (IOC). The procedure of the Doping Controls of the IOC may differ from those of the IIHF but should be in conformity with the International Standard for Testing and Investigations, the International Standard for Laboratories and the WADA Code.
- 12.2 During the Olympic Games the Players, Player Support Personnel, team physicians, coaches and all team officials are personally responsible for the adherence to the applicable anti-doping rules and observance of the IOC Doping Control Regulations.
- 12.3 In the case of an anti-doping rule violation that occurs at the Olympic Games, the IIHF will apply sanctions in accordance with IIHF Disciplinary Code in addition to those sanctions imposed by the IOC. The Player, the Player's Member National Association, the IOC and WADA will be notified of any such sanction.

## **13. EXPENSES FOR DOPING CONTROL**

- 13.1 IIHF World Championship  
All expenses including sampling materials, the Sample collection procedure, the Sample Analysis and transport of Samples, will be at the expense of the organizing Member National Association.
- 13.2 Other IIHF Competitions:  
The IIHF is responsible for all costs for Sample analysis at the selected laboratory. All other expenses including Doping Control personnel, Sample collection, courier of the Samples to the WADA-accredited laboratory, local travel, meals and accommodation will be at the expense of the organizing Member National Association.
- 13.3 Out-of-Competition or Out-of-Season Testing  
All expenses not attributed to In-Competition or Pre-Competition Testing will be paid by the IIHF. For the purposes of this Article, Pre-Competition Testing shall cover all Testing taking place three (3) days in advance of the Competition.

Should additional Testing be required because of a Player's previous adverse findings, the costs of this additional testing will be at the expense of the Player's Member National Association.

## **14. CONFIDENTIALITY AND REPORTING**

### **14.1 Information Concerning Adverse Analytical Findings, Atypical Findings, and Other Asserted Anti-Doping Rule Violations**

#### *14.1.1 Notice of Anti-Doping Rule Violations to Players and other Persons*

Notice to Players or other Persons of anti-doping rule violations asserted against them shall occur as provided under Articles 7 and 14 of the WADA Code. Notice to a Player or other Person who is a member of a Member National Association may be accomplished by delivery of the notice to the Member National Association.

If at any point during Results Management up until the anti-doping rule violation charge, the IIHF decides not to move forward with a matter, it must notify the Player or other Person, (provided that the Player or other Person has already been informed of the ongoing Results Management).

#### *14.1.2 Notice of Anti-Doping Rule Violations to National Anti-Doping Organizations and WADA*

Notice of the assertion of an anti-doping rule violation to the Player's or other Person's National Anti-Doping Organization and WADA shall occur as provided under Articles 7 and 14 of the WADA Code, simultaneously with the notice to the Player or other Person.

If at any point during Results Management up until the anti-doping rule violation charge, the IIHF decides not to move forward with a matter, it will give notice (with reasons) to the Anti-Doping Organizations with a right of appeal under IIHF Disciplinary Code Article 12.4.5.

#### *14.1.3 Content of an Anti-Doping Rule Violation Notice*

Notice of anti-doping rule violations other than under Article 2.1 shall include the rule violated and the basis of the asserted violation.

#### *14.1.4 Status Reports*

Except with respect to investigations which have not resulted in a notice of an anti-doping rule violation pursuant to Article 14.1.1, the Player's or other Person's National Anti-Doping Organization and WADA shall be regularly updated on the status and findings of any review or proceedings conducted pursuant to Article 7, 8 or 13 of the WADA Code and shall be provided with a prompt written reasoned explanation or decision explaining the resolution of the matter.

#### *14.1.5 Confidentiality*

The recipient organizations shall not disclose this information beyond those Persons with a need to know (which would include the appropriate personnel at the applicable National Olympic Committee, National

Federation and team) until the IIHF has made Public Disclosure as Article 14.3 of the WADA Code requires.

14.1.6 *Protection of Confidential Information by an Employee or Agent of the IIHF*

The IIHF shall ensure that information concerning Adverse Analytical Findings, Atypical Findings, and other asserted anti-doping rule violations remains confidential until such information is Publicly Disclosed in accordance with Article 14.3 of the WADA Code. The IIHF shall ensure that its employees (whether permanent or otherwise), contractors, agents, consultants, and Delegated Third Parties are subject to fully enforceable contractual duty of confidentiality and to fully enforceable procedures for the investigation and disciplining of improper and/or unauthorized disclosure of such confidential information.

14.2 Notice of Anti-Doping Rule Violation or violations of Ineligibility or Provisional Suspension Decisions and Request for Files

14.2.1 Anti-doping rule violation decisions or decisions related to violations of Ineligibility or Provisional Suspension rendered pursuant to Article 7.6, 8.2, 10.5, 10.6, 10.7, 10.14.3 or 13.5 of the WADA Code shall include the full reasons for the decision, including, if applicable, a justification for why the maximum potential sanction was not imposed. Where the decision is not in English or French, the IIHF shall provide an English or French summary of the decision and the supporting reasons.

14.2.2 An Anti-Doping Organization having a right to appeal a decision received pursuant to Article 14.2.1 may, within fifteen (15) days of receipt, request a copy of the full case file pertaining to the decision.

14.3 Public Disclosures

The IIHF shall only make Public Disclosures regarding a Player or other Person who is asserted by the IIHF to have committed an anti-doping rule violation after the Player or other Person has been duly notified by the IIHF. The IIHF shall make Public Disclosure of final IIHF disciplinary decisions in accordance with Article 14.3 of the WADA Code.

14.4 Statistical Reporting

IIHF shall publish at least annually a general statistical report of its Doping Control activities, with a copy provided to WADA. IIHF may also publish reports showing the name of each Player tested and the date of each Testing.

14.5 Doping Control Information Database and Monitoring of Compliance

To enable WADA to perform its compliance monitoring role and to ensure the effective use of resources and sharing of applicable Doping Control information among Anti-Doping Organizations, the IIHF shall report to WADA through ADAMS Doping Control-related information, including, in particular:

- a) Athlete Biological Passport data for International-Level Players and National-Level Players;
- b) Whereabouts information for Players including those in Registered Testing Pools;

- c) TUE decisions; and
- d) Results Management decisions.

as required under the applicable International Standard(s) and in accordance with Article 14.5 of the WADA Code.

#### 14.6 Data Privacy

14.6.1 The IIHF may collect, store, process or disclose personal information relating to Players and other Persons where necessary and appropriate to conduct their Anti-Doping Activities under the WADA Code, the International Standards (including specifically the International Standard for the Protection of Privacy and Personal Information), this Anti-Doping Code, the IIHF Disciplinary Code, and in compliance with applicable law.

14.6.2 Without limiting the foregoing, the IIHF shall:

- a) Only process personal information in accordance with a valid legal ground;
- b) Notify any Participant or Person subject to this Anti-Doping Code, in a manner and form that complies with applicable laws and the International Standard for the Protection of Privacy and Personal Information, that their personal information may be processed by the IIHF and other Persons for the purpose of the implementation of these Anti-Doping Rules; and
- c) Ensure that any third-party agents (including any Delegated Third Party) with whom the IIHF shares the personal information of any Participant or Person is subject to appropriate technical and contractual controls to protect the confidentiality and privacy of such information.

### **15. IMPLEMENTATION OF DECISIONS**

#### 15.1 Automatic Binding Effect of Decisions by Signatory Anti-Doping Organizations

15.1.1 A decision of an anti-doping rule violation made by a Signatory Anti-Doping Organization, an appellate body (Article 13.2.2 of the WADA Code) or CAS shall, after the parties to the proceeding are notified, automatically be binding beyond the parties to the proceeding upon the IIHF and its Member National Associations, as well as every Signatory of the WADA Code in every sport with the effects described below:

- a) A decision by any of the above-described bodies imposing a Provisional Suspension (after a Provisional Hearing has occurred or the Player or other Person has either accepted the Provisional Suspension or has waived the right to a Provisional Hearing, expedited hearing or expedited appeal offered in accordance with WADA Code Article 7.4.3) automatically prohibits the Player or other Person from participation (as described in Article 7.12.1) in all sports within the authority of any WADA Code Signatory during the Provisional Suspension.



- b) A decision by any of the above-described bodies imposing a period of Ineligibility (after a hearing has occurred or been waived) automatically prohibits the Player or other Person from participation (as described in Article 7.12.1) in all sports within the authority of any Signatory of the WADA Code for the period of Ineligibility.
  - c) A decision by any of the above-described bodies accepting an anti-doping rule violation automatically binds all WADA Code Signatories.
  - d) A decision by any of the above-described bodies to Disqualify results under Article 7.9 for a specified period automatically Disqualifies all results obtained within the authority of any WADA Code Signatory during the specified period.
- 15.1.2 The IIHF and its Member National Associations shall recognize and implement a decision and its effects as required by Article 15.1.1, without any further action required, on the earlier of the date the IIHF receives actual notice of the decision or the date the decision is placed into ADAMS.
- 15.1.3 A decision by an Anti-Doping Organization, a national appellate body or CAS to suspend, or lift, Consequences shall be binding upon the IIHF and its Member National Associations without any further action required, on the earlier of the date the IIHF receives actual notice of the decision or the date the decision is placed into ADAMS.
- 15.1.4 Notwithstanding any provision in Article 15.1.1, however, a decision of an anti-doping rule violation by a Major Event Organization made in an expedited process during an Event shall not be binding on the IIHF or its Member National Associations unless the rules of the Major Event Organization provide the Player or other Person with an opportunity to an appeal under non-expedited procedures.

## **16. FINAL PROVISIONS**

- 16.1 The official text of the Code shall be maintained by WADA and shall be published in English and French. In the event of any conflict between the English and French versions, the English version shall prevail.
- 16.2 Where the term “days” is used in this Anti-Doping Code and IIHF Disciplinary Code Article 7 and 12.4, it shall mean calendar days unless otherwise specified.
- 16.3 This Anti-Doping Code and IIHF Disciplinary Code Article 7 and 12.4 shall be interpreted as an independent and autonomous text and not by reference to existing law or statutes.
- 16.4 This Anti-Doping Code and IIHF Disciplinary Code Article 7 and 12.4 have been adopted pursuant to the applicable provisions of the WADA Code and the International Standards and shall be interpreted in a manner that is consistent with applicable provisions of the WADA Code and the International Standards. The WADA Code and the International Standards shall be considered integral parts of this Anti-Doping Code and IIHF Disciplinary Code Article 7 and 12.4 and shall prevail in case of conflict.

- 16.5 The Introduction and Appendix 1 shall be considered integral parts of this Anti-Doping Code and IIHF Disciplinary Code Article 7 and 12.4.
- 16.6 The comments annotating various provisions of the WADA Code are incorporated by reference into this Anti-Doping Code and IIHF Disciplinary Code Article 7 and 12.4, shall be treated as if set out fully herein, and shall be used to interpret this Anti-Doping Code and IIHF Disciplinary Code Article 7 and 12.4.

## **APPENDIX 1            DEFINITIONS TO THE ANTI-DOPING CODE AND IIHF DISCIPLINARY CODE ARTICLES 7 AND 12.4**

**ADAMS:** The Anti-Doping Administration and Management System is a Web-based database management tool for data entry, storage, sharing, and reporting designed to assist stakeholders and WADA in their anti-doping operations in conjunction with data protection legislation.

**Administration:** Providing, supplying, supervising, facilitating, or otherwise participating in the Use or Attempted Use by another Person of a Prohibited Substance or Prohibited Method. However, this definition shall not include the actions of bona fide medical personnel involving a Prohibited Substance or Prohibited Method used for genuine and legal therapeutic purposes or other acceptable justification and shall not include actions involving Prohibited Substances which are not prohibited in Out-of-Competition Testing unless the circumstances as a whole demonstrate that such Prohibited Substances are not intended for genuine and legal therapeutic purposes or are intended to enhance sport performance.

**Adverse Analytical Finding:** A report from a WADA-accredited laboratory or other WADA-approved laboratory that, consistent with the International Standard for Laboratories, establishes in a Sample the presence of a Prohibited Substance or its Metabolites or Markers or evidence of the Use of a Prohibited Method.

**Adverse Passport Finding:** A report identified as an Adverse Passport Finding as described in the applicable International Standards.

**Aggravating Circumstances:** Circumstances involving, or actions by, a Player or other Person which may justify the imposition of a period of Ineligibility greater than the standard sanction. Such circumstances and actions shall include, but are not limited to: the Player or other Person Used or Possessed multiple Prohibited Substances or Prohibited Methods, Used or Possessed a Prohibited Substance or Prohibited Method on multiple occasions or committed multiple other anti-doping rule violations; a normal individual would be likely to enjoy the performance-enhancing effects of the anti-doping rule violation(s) beyond the otherwise applicable period of Ineligibility; the Player or Person engaged in deceptive or obstructive conduct to avoid the detection or adjudication of an anti-doping rule violation; or the Player or other Person engaged in Tampering during Results Management. For the avoidance of doubt, the examples of circumstances and conduct described herein are not exclusive and other similar circumstances or conduct may also justify the imposition of a longer period of Ineligibility.

**Anti-Doping Activities:** Anti-doping Education and information, test distribution planning, maintenance of a Registered Testing Pool, managing Athlete Biological Passports, conducting Testing, organizing analysis of Samples, gathering of intelligence and conduct of investigations, processing of TUE applications, Results Management, monitoring and enforcing compliance with any Consequences imposed, and all other activities related to anti-doping to be carried out by or on behalf of an Anti-Doping Organization, as set out in the WADA Code and/or the International Standards.

**Anti-Doping Organization:** WADA or a WADA Signatory that is responsible for adopting rules for initiating, implementing or enforcing any part of the Doping Control process. This includes, for example, the International Olympic Committee, the International Paralympic Committee, other Major Event Organizations that conduct Testing at their Events, International Federations, and National Anti-Doping Organizations.

**Athlete Biological Passport:** The program and methods of gathering and collating data as described in the International Standard for Testing and Investigations and International Standard for Laboratories.

**Attempt:** Purposely engaging in conduct that constitutes a substantial step in a course of conduct

planned to culminate in the commission of an anti-doping rule violation. Provided, however, there shall be no anti-doping rule violation based solely on an Attempt to commit a violation if the Person renounces the Attempt prior to it being discovered by a third party not involved in the Attempt.

**Atypical Finding:** A report from a WADA-accredited laboratory or other WADA-approved laboratory which requires further investigation as provided by the International Standard for Laboratories or related Technical Documents prior to the determination of an Adverse Analytical Finding.

**Atypical Passport Finding:** A report described as an Atypical Passport Finding as described in the applicable International Standards.

**CAS:** The Court of Arbitration for Sport.

**Competition:** A single match, game or singular sport contest.

**Consequences of Anti-Doping Rule Violations (“Consequences”):** A Player’s or other Person’s violation of an anti-doping rule may result in one or more of the following: (a) Disqualification means the Player’s results in an particular Competition or Event are invalidated, with all resulting Consequences including forfeiture of any medals, points and prizes; (b) Ineligibility means the Player or other Person is barred on account of an anti-doping rule violation for a specified period of time from participating in any Competition or other activity or funding as provided in WADA Code Article 10.14; (c) Provisional Suspension means the Player or other Person is barred temporarily from participating in any Competition or activity prior to the final decision at a hearing; (d) Financial Consequences means a financial sanction imposed for an anti-doping rule violation or to recover costs associated with an anti-doping rule violation; and (e) Public Disclosure means the dissemination or distribution of information to the general public or Persons beyond those Persons entitled to earlier notification in accordance with WADA Code Article 14. Teams may also be subject to Consequences as provided in IIHF Disciplinary Code Article 7.B.

**Contaminated Product:** A product that contains a Prohibited Substance that is not disclosed on the product label or in information available in a reasonable Internet search.

**Decision Limit:** The value of the result for a threshold substance in a Sample, above which an Adverse Analytical Finding shall be reported, as defined in the International Standard for Laboratories.

**Delegated Third Party:** Any Person to which the IIHF delegates any aspect of Doping Control or anti-doping Education programs including, but not limited to, third parties or other Anti-Doping Organizations that conduct Sample collection or other Doping Control services or anti-doping Educational programs for the IIHF, or individuals serving as independent contractors who perform Doping Control services for the IIHF (e.g., non-employee Doping Control officers or chaperones). This definition does not include CAS.

**Disqualification:** See Consequences of Anti-Doping Rule Violations above.

**Doping Control:** All steps and processes from test distribution planning through to ultimate disposition of any appeal and the enforcement of Consequences, including all steps and processes in between, including but not limited to Testing, investigations, whereabouts, TUEs, Sample collection and handling, laboratory analysis, Results Management, and investigations or proceedings relating to violations of IIHF Disciplinary Code Article 7.14 (Status During Ineligibility or Provisional Suspension).

**Education:** The process of learning to instill values and develop behaviors that foster and protect the spirit of sport, and to prevent intentional and unintentional doping.

**Event:** A series of individual Competitions conducted together under one ruling body (e.g., the Olympic Games, World Championships of an International Federation, or Pan American Games).

**Event Period:** The time between the beginning and end of an Event, as established by the ruling body of the Event.

**Event Venues:** Those venues so designated by the ruling body for the Event.

**Fault:** Fault is any breach of duty or any lack of care appropriate to a particular situation. Factors to be taken into consideration in assessing a Player's or other Person's degree of Fault include, for example, the Player's or other Person's experience, whether the Player or other Person is a Protected Person, special considerations such as impairment, the degree of risk that should have been perceived by the Player and the level of care and investigation exercised by the Player in relation to what should have been the perceived level of risk. In assessing the Player's or other Person's degree of Fault, the circumstances considered must be specific and relevant to explain the Player's or other Person's departure from the expected standard of behavior. Thus, for example, the fact that a Player would lose the opportunity to earn large sums of money during a period of Ineligibility, or the fact that the Player only has a short time left in a career, or the timing of the sporting calendar, would not be relevant factors to be considered in reducing the period of Ineligibility under IIHF Disciplinary Code Article 7.6.1 or 7.6.2.

**Financial Consequences:** See Consequences of Anti-Doping Rule Violations above.

**IIHF Competition/Event:** See IIHF Bylaw 1.

**IIHF Medical Supervisor:** A medically qualified person that performs the on-site medical and anti-doping duties during IIHF Competitions on behalf of the IIHF Office.

**In-Competition:** The period commencing at 11:59 p.m. on the day before a *Competition* in which the Player is scheduled to participate through the end of such *Competition* and the *Sample* collection process related to such *Competition*.

**Individual Sport:** Any sport that is not a Team Sport.

**Ineligibility:** See Consequences of Anti-Doping Rule Violations above.

**Institutional Independence:** Hearing panels on appeal shall be fully independent institutionally from the Anti-Doping Organization responsible for Results Management. They must therefore not in any way be administered by, connected or subject to the Anti-Doping Organization responsible for Results Management.

**International Event:** An Event or Competition where the International Olympic Committee, the International Paralympic Committee, an International Federation, a Major Event Organization, or another international sport organization is the ruling body for the Event or appoints the technical officials for the Event.

**International-Level Player:** Players who compete in sport at the international level, as defined by the International Federation, consistent with the International Standard for Testing and Investigations. For the sport of ice hockey, International-Level Player are defined as set out in the Scope section of the Introduction to this Anti-Doping Code.

**International Standard:** A standard adopted by WADA in support of the WADA Code. Compliance with an International Standard (as opposed to another alternative standard, practice or procedure) shall be sufficient to conclude that the procedures addressed by the International Standard were performed properly. International Standards shall include any Technical Documents issued pursuant to the International Standard.

**Major Event Organizations:** The continental associations of National Olympic Committees and other international multi-sport organizations that function as the ruling body for any continental, regional or other International Event.

**Marker:** A compound, group of compounds or biological variable(s) that indicates the Use of a Prohibited Substance or Prohibited Method.

**Member National Association:** A national or regional entity which is a member of or is recognized by the IIHF as the entity governing ice hockey in that nation or region.

**Metabolite:** Any substance produced by a biotransformation process.

**Minimum Reporting Level:** The estimated concentration of a Prohibited Substance or its Metabolite(s) or Marker(s) in a Sample below which WADA-accredited laboratories should not report that Sample as an Adverse Analytical Finding.

**Minor:** A natural Person who has not reached the age of eighteen (18) years.

**National Anti-Doping Organization:** The entity(ies) designated by each country as possessing the primary authority and responsibility to adopt and implement anti-doping rules, direct the collection of Samples, the management of test results, and the conduct of hearings at the national level. If this designation has not been made by the competent public authority(ies), the entity shall be the country's National Olympic Committee or its designee.

**National Event:** A sport Event or Competition involving International- or National-Level Players that is not an International Event.

**National-Level Player:** Players who compete in sport at the national level, as defined by each National Anti-Doping Organization, consistent with the International Standard for Testing and Investigations.

**National Olympic Committee:** The organization recognized by the International Olympic Committee. The term National Olympic Committee shall also include the National Sport Confederation in those countries where the National Sport Confederation assumes typical National Olympic Committee responsibilities in the anti-doping area.

**No Fault or Negligence:** The Player or other Person's establishing that he or she did not know or suspect, and could not reasonably have known or suspected even with the exercise of utmost caution, that he or she had Used or been administered the Prohibited Substance or Prohibited Method or otherwise violated an anti-doping rule. Except in the case of a Protected Person or Recreational Player, for any violation of Article 2.1, the Player must also establish how the Prohibited Substance entered the Player's system.

**No Significant Fault or Negligence:** The Player or other Person's establishing that any Fault or Negligence, when viewed in the totality of the circumstances and taking into account the criteria for No Fault or Negligence, was not significant in relationship to the anti-doping rule violation. Except in the case of a Protected Person or Recreational Player, for any violation of Article 2.1, the Player must also establish how the Prohibited Substance entered the Player's system.

**Operational Independence:** This means that (1) board members, staff members, commission members, consultants and officials of the Anti-Doping Organization with responsibility for Results Management or its affiliates (e.g., member association), as well as any Person involved in the investigation and pre-adjudication of the matter cannot be appointed as members and/or clerks (to the extent that such clerk is involved in the deliberation process and/or drafting of any decision) of hearing panels of that Anti-Doping Organization with responsibility for Results Management and (2) hearing panels shall be in a position to conduct the hearing and decision-making process without

interference from the Anti-Doping Organization or any third party. The objective is to ensure that members of the hearing panel or individuals otherwise involved in the decision of the hearing panel, are not involved in the investigation of, or decisions to proceed with, the case.

Out-of-Competition: Any period which is not In-Competition.

Participant: Any Player or Player Support Person.

Person: A natural Person or an organization or other entity.

Possession: The actual, physical Possession, or the constructive Possession (which shall be found only if the Person has exclusive control or intends to exercise control over the Prohibited Substance or Prohibited Method or the premises in which a Prohibited Substance or Prohibited Method exists); provided, however, that if the Person does not have exclusive control over the Prohibited Substance or Prohibited Method or the premises in which a Prohibited Substance or Prohibited Method exists, constructive Possession shall only be found if the Person knew about the presence of the Prohibited Substance or Prohibited Method and intended to exercise control over it. Provided, however, there shall be no anti-doping rule violation based solely on Possession if, prior to receiving notification of any kind that the Person has committed an anti-doping rule violation, the Person has taken concrete action demonstrating that the Person never intended to have Possession and has renounced Possession by explicitly declaring it to an Anti-Doping Organization. Notwithstanding anything to the contrary in this definition, the purchase (including by any electronic or other means) of a Prohibited Substance or Prohibited Method constitutes Possession by the Person who makes the purchase.

Player: Any Person who competes in sport at the international level (as defined by each International Federation) or the national level (as defined by each National Anti-Doping Organization). An Anti-Doping Organization has discretion to apply anti-doping rules to a Player who is neither an International-Level Player nor a National-Level Player, and thus to bring them within the definition of "Player". In relation to Players who are neither International-Level nor National-Level Players, an Anti-Doping Organization may elect to: conduct limited Testing or no Testing at all; analyze Samples for less than the full menu of Prohibited Substances; require limited or no whereabouts information; or not require advance TUEs. However, if an Article 2.1, 2.3 or 2.5 anti-doping rule violation is committed by any Player over whom an Anti-Doping Organization has elected to exercise its authority to test and who competes below the international or national level, then the Consequences set forth in the WADA Code must be applied. For purposes of Article 2.8 and Article 2.9 and for purposes of anti-doping information and Education, any Person who participates in sport under the authority of any Signatory, government, or other sports organization accepting the WADA Code is a Player.

Player Support Personnel: Any coach, trainer, manager, agent, team staff, official, medical, paramedical personnel, parent or any other Person working with, treating or assisting a Player participating in or preparing for sports competition.

Prohibited List: The List identifying the Prohibited Substances and Prohibited Methods.

Prohibited Method: Any method so described on the Prohibited List.

Prohibited Substance: Any substance, or class of substances, so described on the Prohibited List.

Protected Person: A Player or other natural Person who at the time of the anti-doping rule violation: (i) has not reached the age of sixteen (16) years; (ii) has not reached the age of eighteen (18) years and is not included in any Registered Testing Pool and has never competed in any IIHF Event in an open category; or (iii) for reasons other than age has been determined to lack legal capacity under applicable national legislation.

Provisional Hearing: For purposes of Article 11.3, an expedited abbreviated hearing occurring prior to

a hearing under WADA Code Article 8 that provides the Player with notice and an opportunity to be heard in either written or oral form.

Provisional Suspension: See Consequences of Anti-Doping Rule Violations above.

Publicly Disclose: See Consequences of Anti-Doping Rule Violations above.

Recreational Player: A natural Person who is so defined by the relevant National Anti-Doping Organization; provided, however, the term shall not include any Person who, within the five (5) years prior to committing any anti-doping rule violation, has been an International-Level Player (as defined by the IIHF consistent with the International Standard for Testing and Investigations) or National-Level Player (as defined by each National Anti-Doping Organization consistent with the International Standard for Testing and Investigations), has represented any country in an International Event in an open category or has been included within any Registered Testing Pool or other whereabouts information pool maintained by any International Federation or National Anti-Doping Organization. Notwithstanding IIHF's definition of an International-Level Player and/or a Player's participation in an International Event, for anti-doping rule violations committed during or in connection with an IIHF Championships as defined in IIHF Bylaw 1, at IIHF's discretion and provided that they satisfy all of the criteria to be a Recreational Player pursuant to this definition, a Recreational Player can be any natural Person that:

- participates in an IIHF Senior Men Ice Hockey World Championship Division II or lower; or
- participates in an IIHF Senior Women Ice Hockey World Championship Division I Group B or lower; and
- the expenses he/she directly incurs from playing ice hockey exceeds the compensation the player may receive for his/her ice hockey activity.

Registered Testing Pool: The pool of highest-priority Players established separately at the international level by International Federations and at the national level by National Anti-Doping Organizations, who are subject to focused In-Competition and Out-of-Competition Testing as part of that IIHF's or National Anti-Doping Organization's test distribution plan and therefore are required to provide whereabouts information as provided in 7.4 and the International Standard for Testing and Investigations.

Results Management: The process encompassing the timeframe between notification as per Article 5 of the International Standard for Results Management, or in certain cases (e.g., Atypical Finding, Athlete Biological Passport, whereabouts failure), such pre-notification steps expressly provided for in Article 5 of the International Standard for Results Management, through the charge until the final resolution of the matter, including the end of the hearing process at first instance or on appeal (if an appeal was lodged).

Sample or Specimen: Any biological material collected for the purposes of Doping Control.

Signatories: Those entities accepting the WADA Code and agreeing to implement the WADA Code, as provided in Article 23 of the WADA Code.

Specified Method: See Article 3.2.2.

Specified Substance: See Article 3.2.2.

Strict Liability: The rule which provides that under Article 2.1 and Article 2.2, it is not necessary that intent, Fault, Negligence, or knowing Use on the Player's part be demonstrated by the Anti-Doping Organization in order to establish an anti-doping rule violation.

Substance of Abuse: See Article 3.2.3.

Substantial Assistance: For purposes of WADA Code Article 10.7.1, a Person providing Substantial



Assistance must: (1) fully disclose in a signed written statement or recorded interview all information he or she possesses in relation to anti-doping rule violations or other proceeding described in WADA Code Article 10.7.1.1, and (2) fully cooperate with the investigation and adjudication of any case or matter related to that information, including, for example, presenting testimony at a hearing if requested to do so by an Anti-Doping Organization or hearing panel. Further, the information provided must be credible and must comprise an important part of any case or proceeding which is initiated or, if no case or proceeding is initiated, must have provided a sufficient basis on which a case or proceeding could have been brought.

Tampering: Intentional conduct which subverts the Doping Control process but which would not otherwise be included in the definition of Prohibited Methods. Tampering shall include, without limitation, offering or accepting a bribe to perform or fail to perform an act, preventing the collection of a Sample, affecting or making impossible the analysis of a Sample, falsifying documents submitted to an Anti-Doping Organization or TUE committee or hearing panel, procuring false testimony from witnesses, committing any other fraudulent act upon the Anti-Doping Organization or hearing body to affect Results Management or the imposition of Consequences, and any other similar intentional interference or Attempted interference with any aspect of Doping Control.

Target Testing: Selection of specific Players for Testing based on criteria set forth in the International Standard for Testing and Investigations.

Technical Document: A document adopted and published by WADA from time to time containing mandatory technical requirements on specific anti-doping topics as set forth in an International Standard.

Testing: The parts of the Doping Control process involving test distribution planning, Sample collection, Sample handling, and Sample transport to the laboratory.

Testing Pool: The tier below the Registered Testing Pool which includes Players from whom some whereabouts information is required in order to locate and Test the Player Out-of-Competition.

Therapeutic Use Exemption (TUE): A Therapeutic Use Exemption allows a Player with a medical condition to Use a Prohibited Substance or Prohibited Method, but only if the conditions set out in WADA Code Article 4.4 and the International Standard for Therapeutic Use Exemptions are met.

Trafficking: Selling, giving, transporting, sending, delivering or distributing (or Possessing for any such purpose) a Prohibited Substance or Prohibited Method (either physically or by any electronic or other means) by a Player, Player Support Person or any other Person subject to the authority of an Anti-Doping Organization to any third party; provided, however, this definition shall not include the actions of bona fide medical personnel involving a Prohibited Substance used for genuine and legal therapeutic purposes or other acceptable justification, and shall not include actions involving Prohibited Substances which are not prohibited in Out-of-Competition Testing unless the circumstances as a whole demonstrate such Prohibited Substances are not intended for genuine and legal therapeutic purposes or are intended to enhance sport performance.

Use: The utilization, application, ingestion, injection or consumption by any means whatsoever of any Prohibited Substance or Prohibited Method.

WADA: The World Anti-Doping Agency.

WADA Code: The World Anti-Doping Code.

Without Prejudice Agreement: For purposes of Articles 10.7.1.1 and 10.8.2 of the WADA Code, a written agreement between an Anti-Doping Organization and a Player or other Person that allows the Player or other Person to provide information to the Anti-Doping Organization in a defined time-limited

setting with the understanding that, if an agreement for Substantial Assistance or a case resolution agreement is not finalized, the information provided by the Player or other Person in this particular setting may not be used by the Anti-Doping Organization against the Player or other Person in any Results Management proceeding under the WADA Code, and that the information provided by the Anti-Doping Organization in this particular setting may not be used by the Player or other Person against the Anti-Doping Organization in any Results Management proceeding under the WADA Code. Such an agreement shall not preclude the Anti-Doping Organization, Player or other Person from using any information or evidence gathered from any source other than during the specific time-limited setting described in the agreement.