



# IIHF INTEGRITY CODE

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## Integrity Code – 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 Code 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 the outcome of Events, and to establish effective mechanisms for enforcement of this Integrity Code and sanctions for its breach. This Integrity Code sets out general obligations and anticorruption rules that apply to all Covered Parties (Section 3).
- 1.2. The IIHF is committed to upholding 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 upholding 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 Code may also amount to a criminal offence and/or a breach of other applicable laws or regulations, including employment laws, in national jurisdictions. This Integrity Code is intended not to replace such laws and regulations, but to supplement them with further rules of professional conduct for those involved in the governance and administration of 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 Code 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 Code 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 Code. There shall be no requirement on the IIHF to have first instituted, or to subsequently institute, any action under this Integrity Code.
- 1.6. This Integrity Code will come into full force and effect on 9 October 2023 (Effective Date), and will supersede the previous IIHF Integrity rules 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 Integrity rules (as applicable). This Integrity Code 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 Code; 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 Code, all words shall have the meaning as defined in the IIHF Statutes and Bylaws.
- 2.3. Any deviation from any provision of this Integrity Code and/or any irregularity, omission, technicality or other defect in the procedures followed hereunder will not invalidate any finding, procedure or decision unless it is shown to render the proceedings unreliable or to have caused a miscarriage of justice.
- 2.4. Any lacuna in this Integrity Code shall be filled, and any unforeseen circumstances arising in relation to the Integrity Code shall be addressed, by reference to, and in a manner consistent with, the objectives underlying this Integrity Code.
- 2.5. For purposes of this Integrity Code, 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 Code sets out sporting rules and is not intended to be subjected to or limited by the requirements and legal standards applicable to criminal proceedings or employment matters. Rather, it reflects a broad consensus of the 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. Scope of Application**

- 3.1.1. For the purpose of this Integrity Code, unless the applicable Regulation in this Integrity Code specifically describes the parties to whom it applies, the definition of “Covered Parties” as per Article 3.1 of the IIHF Disciplinary Regulations applies.
- 3.1.2. It shall be the responsibility of every Covered Party to ensure knowledge of the content of this Integrity Code, including, without limitation, what conduct violates its rules.

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

- 3.2.1. Unless set out otherwise in the respective Code, a Covered Party who attempts or agrees with any other person to engage in conduct (whether by act or omission) that would constitute a violation of this Integrity Code (unless the Covered Party renounces their attempt or agreement prior to it being discovered by a third party not involved in the attempt or agreement) shall be treated as if a violation had been committed,

whether or not such attempt or agreement in fact resulted in such violation and whether or not the violation was committed deliberately or negligently. However, when the Covered Party immediately and/or promptly discloses, to the IIHF and/or the Directorate Chairman, their 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.

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

- a. solicits, induces, instructs, persuades or encourages any person to engage in conduct (whether by act or omission) that would amount to a breach of this Integrity Code if committed by the Covered Party; and/or
- b. 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 Code if committed by the Covered Party;

shall be treated as if they committed such act or omission, whether or not such an act or omission was committed or in fact resulted in a violation and whether or not the violation was committed deliberately or negligently, and they shall be liable accordingly under this Integrity Code.

#### **4. Conduct in the scope of the IIHF Jurisdiction**

- 4.1. Covered Parties shall be bound by and required to comply with this Integrity Code: (a) whenever their conduct reasonably relates to Ice Hockey; or (b) at any other time where their conduct reflects upon the IIHF or might otherwise undermine the objectives underlying this Integrity Code. Unless indicated otherwise in a respective Regulation, and subject to Article 3.1.2 of the IIHF Disciplinary Regulations, Covered Parties shall cease to be bound by this Integrity Code as of the date that they cease to perform their role and/or to conduct the activities that originally qualified them as such.
- 4.2. A Covered Party will remain subject to this Integrity Code, 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 Code. For the avoidance of doubt, the IIHF's jurisdiction over a Covered Party under this Integrity Code 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 them and/or proceedings have been instituted against them under this Integrity Code. 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 they have submitted themselves to the investigation, and any consequent proceedings under this Integrity Code have been completed.

## B. PROCEDURAL RULES

### 5. Procedure

#### 5.1. IIHF Office

- 5.1.1. For any allegation or suspicion that a violation of this Integrity Code was committed, whatever its source, except for allegations and/or potential violations by an IIHF Council Member, Life President or Life Member which shall automatically be referred directly to the Ethics Board, the IIHF Office shall promptly conduct an investigation as set forth below.
- 5.1.2. During this investigation, the IIHF Office shall assess whether the IIHF has *prima facie* personal and subject matter jurisdiction, and whether the matter has any reasonable prospect of establishing one or more violations of this Integrity Code.
- 5.1.3. As part of the investigation, the IIHF Office may examine the matter 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.
- 5.1.4. Once the IIHF Office has concluded its investigation, it shall create a case file containing all available evidence.
- 5.1.5. The IIHF Office, in its full discretion, may close a matter as a result of a lack of jurisdiction or when it determines that there is no reasonable prospect of establishing one or more violations of this Integrity Code.
- 5.1.6. The decision to close a matter as a result of a lack of jurisdiction or when the IIHF Office determines that there is no reasonable prospect of establishing one or more violations is final and can only be appealed to CAS.
- 5.1.7. As set out in Article 5.4 of this Integrity Code, the IIHF Office may offer to resolve any matter by way of a Resolution Agreement,.
- 5.1.8. The IIHF Office may, upon receipt of new information or evidence, or a change in circumstances, reopen any matter for further investigation.
- 5.1.9. Except for those cases that are frivolous on their face, all matters that are closed by the IIHF Office or resolved by Resolution Agreement will be reported to the Ethics Board within thirty (30) days. Any reporting party that initiated the review will be informed hereof, where appropriate.
- 5.1.10. Unless the IIHF Office asserts at the moment of referral based on the evidence currently in its possession that the IIHF has no jurisdiction to examine the matter or that there is no reasonable prospect of establishing one or more violations of this Integrity Code, the IIHF Office must submit the case file to the IIHF Ethics Board.

## 5.2. IIHF Ethics Board

- 5.2.1. Upon referral of a case from the IIHF Office or in accordance with Article 5.1.1, the Ethics Board shall conduct a full review of the case file.
- 5.2.2. Upon review of a case file, the Ethics Board may, only if the case file is missing a key piece of information necessary to make a decision to refer the case to the Disciplinary Board or close the case, investigate further or request the IIHF Office or other persons to conduct a further investigation under its delegated authority.
- 5.2.3. The Ethics Board may initiate a review and/or investigation into any matter without a referral.
- 5.2.4. If strictly essential to the Ethics Board review, the Covered Party that is subject to the Ethics Board review/investigation, with its MNA in copy (where appropriate), will be notified of the commencement of such and will be afforded the right to make a written submission as part of the investigation/review. The Ethics Board shall use reasonable efforts to specify any allegation in the notification. For the avoidance of doubt, all due process rights, including the right to be heard, afforded to the Covered Party subject to the Ethics >Board review/investigation, shall be met at the Disciplinary Board's review.
- 5.2.5. In addition to the information provided in a case file, the Ethics Board may consider any information that has come to their attention by whatever means to establish whether there is a *prima facie* case of a potential Integrity Code violation.
- 5.2.6. If, once the Ethics Board has concluded its review/investigation, it determines that there is a *prima facie* case of a potential Integrity Code violation, it shall refer the matter to the IIHF Disciplinary Board for adjudication in accordance with the IIHF Disciplinary Regulations. The referral shall include the date the case was referred to the Ethics Board, date of the Ethics Board Decision, overview of the facts ascertained, the potential violation, and list of the relevant evidence. However, the referral shall not include an assessment of the merits of the Case.
- 5.2.7. The Ethics Board shall provide all relevant evidence to the IIHF Disciplinary Board.
- 5.2.8. Where deemed appropriate, the Ethics Board shall send a written notice on the referral of the matter to the IIHF Disciplinary Board, to the Covered Party subject to the referral, with a copy to its MNA (where appropriate).
- 5.2.9. Where a case is not referred to the IIHF Disciplinary Board, the Ethics Board must inform the IIHF Office of this decision. The Ethics Board shall send a written notice regarding this decision to the Covered Party subject to the review/investigation. Where appropriate, they shall also inform any reporting party hereof.
- 5.2.10. The IIHF Ethics Board may, upon receipt of new information or evidence, or a change in circumstances, reopen any case for further investigation.

## 5.3. Investigation and Review

- 5.3.1. Any review or investigation may be conducted in conjunction with relevant competent national or international authorities (including criminal, administrative, professional and/or judicial authorities).

- 5.3.2. The IIHF Office and the Ethics Board shall have discretion to: (a) stay its own investigation or review pending the outcome of investigations conducted by other competent authorities; or (b) refer the matter to the relevant MNA for investigation and sanctioning.
- 5.3.3. The IIHF Office or Ethics Board may require at any time, by way of a written demand to any Covered Party ("Demand"), the Covered Party to provide any information record, article or object in their possession or control that the IIHF Office or Ethics Board reasonably believes may constitute evidence or lead to the discovery of evidence of a violation of this Integrity Code. This includes, but is not limited to, requiring Covered Parties to, as specified in the Demand:
- a. participate in an interview, which may be recorded and/or transcribed, at a time and place determined by the IIHF Office or Ethics Board. The Covered Party shall be entitled to have legal representation and an interpreter present at its own cost;
  - b. answer any question, or to provide a written statement setting out their knowledge of any relevant facts and circumstances;
  - c. allow the IIHF, or any other person acting under its delegated authority, or procure to the best of their ability the provision by any third party of access to any computers, phone or electronic media/storage (such as cloud-based servers, computers, hard drives, tapes, disks, mobile telephones, laptop computers, tablets and other mobile storage devices) for the purpose of inspection, copying and/or downloading any records or files in hardcopy or electronic format, that may contain relevant information (such as itemized telephone records, bank statements, ledgers, notes, files, correspondence, emails, messages, servers);
  - d. provide reasonable access to their premises for the purpose of securing information, records, articles or objects the subject of a Demand; and
  - e. provide passwords, login credentials and other identifying information required to access electronically stored records that are the subject of a Demand.
- 5.3.4. A Covered Party must comply fully with a Demand in such reasonable period of time as set out in the Demand. Each Covered Party waives and forfeits any rights, defences and privileges provided by any law in any jurisdiction to withhold any information, record, article or object requested in a Demand.
- 5.3.5. For the avoidance of doubt, the IIHF Office or Ethics Board shall be entitled to issue a Demand whenever it considers necessary.
- 5.3.6. If a Covered Party fails or refuses to comply with a Demand issued by the IIHF Office or Ethics Board, then the case may go forward without the Covered Party's cooperation and an adverse inference may be drawn against the Covered Party for failure to cooperate.
- 5.3.7. Without limiting the foregoing, the following may each constitute independent violations of this Integrity Code:
- a. A refusal or failure by a Covered Party to fully cooperate with a review or

- investigation;
- b. A failure to comply promptly and entirely with a Demand;
- c. Any attempt to damage, alter, destroy, conceal, or hide any information, record, article or object upon receipt of, or after, a Demand; and
- d. Any attempt to intimidate, threaten, coerce, retaliate against, or otherwise interfere with any individual involved in the reporting of a potential violation, the investigation process, or disciplinary proceedings under this Integrity Code or the IIHF Disciplinary Regulations, including witnesses, victims, or those cooperating with the IIHF Office, Ethics Board or Disciplinary Board.

Any such potential violation shall be referred directly to the IIHF Disciplinary Board and adjudicated in accordance with the IIHF Disciplinary Regulations. Sanctions for such violations shall be imposed in accordance with Article 7.1 of the IIHF Disciplinary Regulations, based on the seriousness of the conduct, the level of intent, and any harm or risk posed to the proceedings or persons involved.

#### 5.4. Resolution Agreement

- 5.4.1. Where the IIHF Office concludes that it is more likely than not that a violation of the IIHF Integrity Code has occurred, and the violation and proposed sanction are not contested by the Covered Party in question, the IIHF Office, at its sole discretion, may resolve the matter by way of a Resolution Agreement. The Resolution Agreement may be made public at the discretion of the IIHF Office.
- 5.4.2. The IIHF Office, by way of a Resolution Agreement, will have the power to impose one or more of the sanctions indicated in Article 7.1 of the IIHF Disciplinary Regulations.
- 5.4.3. The Disciplinary Board Chairperson shall confirm each Resolution Agreement in advance. The Disciplinary Board Chairperson may only object to the Resolution Agreement if the sanction is grossly disproportionate to previous sanctions for similar violations.

#### 5.5. Data protection

- 5.5.1. All Covered Parties shall be deemed to have agreed, for the purposes of applicable data protection laws and other laws, for the purposes of a waiver or rights to confidentiality and/or privacy, and for all other purposes, to have consented to the collection, processing, disclosure or any other use authorized under this Integrity Code of information relating to their activities (such as telephone records, bank statements, ledgers, notes, files, correspondence, emails, messages, servers and other personal information).

### 6. **Provisional Suspension**

- 6.1. During the initial review, the IIHF Office may Provisionally Suspend a Covered Party if it considers that the nature or seriousness of the alleged violation warrants temporary removal from Ice Hockey-related activities pending further proceedings. This includes, but is not limited to, situations where:
  - a. the Covered Party's continued participation could cause harm to another individual;
  - b. the integrity or reputation of the sport or the IIHF could be seriously undermined;
  - c. the Covered Party is alleged to have committed a serious violation of the Integrity Code; or
  - d. the Covered Party poses a risk of interfering with the ongoing investigation or proceedings.

- 6.2. Where a Provisional Suspension is imposed, the Covered Party shall be given the opportunity to contest such Provisional Suspension in a Provisional Hearing taking place before a Panel of one (1) member of the Disciplinary Board (the “Provisional Suspension Judge”). The Provisional Suspension Judge may not be part of the Panel if the case on the merits is referred to the IIHF Disciplinary Board. At any such Provisional Hearing, the only grounds of challenge (which the Covered Party shall bear the burden of establishing) will be the following:
- a. the charge(s) has/have no reasonable prospect of being upheld, e.g. because of a patent flaw in the case against the Covered Party; or
  - b. some other facts exist that make it clearly unfair, given the circumstances, to impose a Provisional Suspension prior to the full judicial process on the merits of the charge(s) against the Covered Party. This ground is to be construed narrowly and applied only in exceptional circumstances.
- 6.3. The Provisional Suspension Judge shall have the discretion to determine the appropriate procedure to be followed at any such Provisional Hearing, provided that the Covered Party is afforded a fair and reasonable opportunity to present evidence, address the Provisional Suspension Judge and present the case.
- 6.4. In cases where a Provisional Suspension is imposed and not contested by the Covered Party under Article 6.2, or is confirmed by the Provisional Suspension Judge, the matter shall be referred directly from the IIHF Office to the IIHF Disciplinary Board for adjudication. Such referral shall not require prior review or referral by the IIHF Ethics Board. The IIHF Office shall transmit the case file to the Disciplinary Board once its review is finalized.
- 6.5. During the period of any Provisional Suspension, a Covered Party may not carry out any Ice Hockey-related activities, unless otherwise specified by the IIHF.
- 6.6. The imposition of a Provisional Suspension, may be appealed in an expedited process in accordance with Article 12.6.2 of the IIHF Disciplinary Regulations.

## **7. Sanctions**

- 7.1. For violations of this Integrity Code, sanctions may be imposed in accordance with the IIHF Disciplinary Regulations.
- 7.2. 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.
- 7.3. This Integrity Code shall continue to apply to any ineligible Covered Party during any period of ineligibility or Provisional Suspension, and separate proceedings may be brought against the Covered Party under this Integrity Code and the IIHF Disciplinary Regulations for any breach committed during the period of ineligibility or Provisional Suspension.

## **8. Anti-Doping**

- 8.1. The provisions set out under this section B of the General Rules of the Integrity Code, are not applicable to anti-doping matters. Those matters shall be resolved in accordance with the IIHF Anti-Doping Regulations. However, the IIHF Office may conduct an investigation in accordance

with Article 5.3 above into any allegation or suspicion that a violation of the IIHF Anti-Doping Regulations was committed.

## **C. DUTY TO REPORT**

### **9. Reporting of violations**

- 9.1. Covered Parties shall report to the IIHF (by email at [integrity@iihf.com](mailto:integrity@iihf.com) or through another forum designated by the IIHF) without delay in the strictest confidentiality and by using the appropriate mechanisms:
  - a. All information concerning any approach or invitation received by them to engage in conduct that would amount to a violation of this Integrity Code; and
  - b. All information concerning any incident, fact or matter that comes to their attention that might evidence a potential breach of this Integrity Code by another person.
- 9.2. 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.
- 9.3. A failure to report in accordance with Article 9.1, or any report violating Article 9.2 may be treated as a breach of this Integrity Code and shall be sanctioned by the IIHF Disciplinary Board.

## **D. IIHF ETHICS BOARD**

### **10. Role and responsibilities**

- 10.1. The IIHF establishes an Ethics Board which shall protect the integrity of the sport of Ice Hockey.
- 10.2. The Ethics Board members 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.

### **11. Composition**

- 11.1. The MNAs may submit applications for Ethics Board candidates meeting the criteria required under IIHF Statute 18.3. 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.
- 11.2. Subject to Article 11.3, an IIHF Ethics Board member may not be removed until the end of their term. In the event of death, resignation or inability of a member to perform their 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 function. This person shall be elected for the remaining period of the Ethics Board current mandate.
- 11.3. The IIHF Council may remove an Ethics Board member only where it determines that the member's conduct has brought the IIHF, Ice Hockey or sport generally into disrepute.

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

- 12.1. Ethics Board members agree to be bound by and to comply with this Integrity Code, and any other applicable IIHF Governing Documents.
- 12.2. 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.

### **13. Ethics Board meetings**

- 13.1. 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 (2) Ethics Board members.
- 13.2. 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.
- 13.3. 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.
- 13.4. 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.
- 13.5. 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.

### **14. Executive assistance**

- 14.1. The IIHF Office will be responsible for the administrative organization of the Ethics Board, as well as providing administrative support to the Ethics Board, as necessary. This includes forwarding relevant emails to the Ethics Board members.

# IIHF ETHICS REGULATIONS

## 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 these Ethics Regulations 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 these Ethics Regulations for an IIHF Covered Party to claim they ignored or made a mistake as to the provisions of these Ethics Regulations.
- 1.4. The obligations described in these Ethics Regulations are personal in nature. Individuals are responsible for their own conduct. While MNAs are encouraged to promote the values and ideals described in these Ethics Regulations to their membership and representatives, no MNA shall bear responsibility for any breach of these Ethics Regulations by an IIHF Covered Party, except where the breach relates to egregious behavior by a Covered Party which is likely to damage the IIHF reputation or bring ice hockey into disrepute.
- 1.5. Notwithstanding Article 1.4, prior knowledge of an IIHF Covered Party's future or continuing violation of these Ethics Regulations, and failure to take any action to stop or report such violation, may constitute a violation by an IIHF Covered Party, including MNAs, 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, including but not limited to, 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 property of others. To this end and without limiting the generality of the foregoing:
    - a. There shall be no abuse or discrimination against the human dignity of a person or group of persons by whatever means, including, but not limited to, 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. 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 Competition, 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 and without limiting the generality of the foregoing:

- a. All relevant Covered Parties as detailed in the IIHF Gifting Guidelines, 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 Financial Regulations, for (i) the commission or omission of an act or (ii) services rendered or due for the benefit of the IIHF.
- 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.
- c. IIHF Covered Parties shall not use any documents that are forged, fraudulent, altered from the original, obtained under false pretenses, or otherwise deceptive. Further, IIHF Covered Parties shall not furnish or permit the making or furnishing of any false or misleading information or statement.

2.2.3. **Loyalty:** means to show continuous allegiance to the IIHF. To this end and without limiting the generality of the foregoing:

- 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 their 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 and without limiting the generality of the foregoing:

- 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 these Ethics Regulations

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 organizations.

## **B. CONFLICTS OF INTEREST**

### **3. Definitions**

3.1. For the purposes of these Ethics Regulations, “Conflict of interest” means a situation:

- a. Where a reasonable person might think that the relevant Covered Party might be influenced to put their (or any other person's) personal or business interests before the interests of the IIHF;
- b. Where a relevant Covered Party may have, or appear to have, private or personal interests that detract from their ability to perform their 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 these Ethics Regulations themselves, their families, relatives, friends and acquaintances;
- c. Where a reasonable person might think that the relevant Covered Party may draw personal and/or professional gain or advantage directly or indirectly from a third party due to their own decisions taken in the fulfillment of their official functions or due to a decision of an IIHF body; or
- d. Where a relevant Covered Party may not be free to express their opinion or act objectively due to their personal/professional concern, involvement or implication with (an) other physical or legal party(s), which may be reasonably considered as influencing their own free will, judgment or decision and it is unclear as to which interest they are acting for in a particular case.

### **4. Prohibition**

- 4.1. Acting in a situation while a relevant IIHF Covered Party, as defined in the IIHF Conflict of Interest Guidelines, has a conflict of interest is prohibited, unless declared and managed in accordance with the IIHF Conflict of Interest Guidelines.
- 4.2. Not declaring a Conflict of Interest as defined in the IIHF Conflict of Interest Guidelines is prohibited.

## **5. Specific Provisions**

- 5.1. When performing an activity for the IIHF or before being elected or appointed, all IIHF Covered Parties bound by these Ethics Regulations shall declare in accordance with IIHF Conflict of Interest Guidelines, any personal, professional or financial interests that could raise an actual, potential or perceived conflict of interest with their prospective IIHF duties.
- 5.2. The procedures for identifying and managing actual, potential or perceived conflicts of interest, are set out in the IIHF Conflicts of Interest Guidelines.

## **C. FAN BEHAVIOR**

### **6. MNA Responsibility for fans behavior**

- 6.1. 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 these Ethics Regulations, failure of which may result in a violation of these Regulations.

## **D. CANDIDATURES**

### **7. Bidding for IIHF Competitions**

- 7.1. MNAs, candidate countries and other entities wishing to host IIHF Competitions (as well as any representatives acting or entitled to act on their behalf) must conduct their candidacies in accordance with the principles set out under Article 2.2 of the Integrity Code.
- 7.2. MNAs, candidate countries and other entities wishing to host IIHF Competitions shall, inter alia, refrain from approaching another party, or a third authority, with a view to obtaining any financial or political support inconsistent with these Ethics Regulations.

### **8. Candidacies for elected positions**

- 8.1. Candidates for elected IIHF positions must (and must ensure that persons assisting with their candidacies):
  - a. Act in accordance with applicable law and any applicable IIHF regulations and guidelines, including these Ethics Regulations;
  - b. Promote their candidature with dignity, integrity and moderation, respecting at all times and at all levels the IIHF, the other candidates and the voters;
  - c. 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;
  - d. 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
  - e. 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.

8.2. Candidates running for IIHF Council positions must follow the IIHF Election Conduct Guidelines.



# IIHF GIFTING GUIDELINES

## **1. Introduction**

- 1.1. 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.
- 1.2. For purposes of these Gifting Guidelines, Gifts shall be defined as follows: any item or service of value that is received or given by a person or organization, for which something of equal or greater value is not exchanged.

## **2. Application**

- 2.1. These Gifting Guidelines are 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, including Life Presidents, Life Members and Honorary Members.
  - 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 (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:
  - a. have merely symbolic or trivial value;
  - b. do not place any obligation or perceived obligation on the recipient;
  - c. are not frequent, lavish or prolonged;

- d. 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;
  - e. do not create any conflict of interest;
  - f. are contrary to the duties of the individual concerned;
  - g. can be justified; and
  - h. provide benefits to the IIHF that outweigh the risk of possible misperception of the hospitality.
- 3.3. Accepting or giving any Gifts that contravene any of these criteria is prohibited.
- 3.4. 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, they 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@iihf.com](mailto:integrity@iihf.com).
- 4.3. Any uncertainty as to whether the acceptance of a Gift must be declared in accordance with the present Guidelines, 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 deemed to breach these Guidelines, 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 in writing to the IIHF Official who declared the Gift.
- 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:<br><br>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:<br><br>Last name: |
| <b>Relation to person offering the Gift</b>     |                               |
| <b>Reason(s) for offering the Gift</b>          |                               |

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 Place, Date

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 Signature Recipient

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



# IIHF CONFLICT OF INTEREST GUIDELINES

## **1. Introduction**

This document sets out a guideline 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, including Life Presidents, Life Members and Honorary Members.
  - 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 an 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. 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:
  - a. any parent, grandparent, child, stepchild, grandchild, brother, sister or spouse of an IIHF Official or any person living with the IIHF Official as their partner;
  - b. 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);
  - c. a firm or company in which an individual listed in Article 3.1.a. above is connected in the ways set out in Article 3.1.b.

## **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<sup>1</sup>, 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, and upon any change of circumstance that makes a prior declaration untrue or misleading, 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:
  - a. 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;
  - b. any office held with a MNA and any other national or international Ice Hockey or sporting bodies;
  - c. 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;
  - d. any other material interests arising from relationships with another IIHF Official, such as financial, professional, political, business or personal/family interests.
- 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 these Guidelines. Unless otherwise indicated, this form shall be submitted to [integrity@iihf.com](mailto:integrity@iihf.com).
- 5.3. Each IIHF Official shall submit a supplementary declaration, in the event that any material change in the information contained in their 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 they 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 they may need to declare a conflict of interest, this must be done promptly. Any declaration of a conflict of

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<sup>1</sup> • Real conflict of interest: "An IIHF team member fails to disclose that they are related to a job candidate the IIHF is considering hiring."

• Potential conflict of interest: "An IIHF team member would potentially be involved in the decision process for a job offering for which a relative or a close friend may be interested in applying."

• Perceived conflict of interest: "A significant supplier contract was awarded to a company for which a Council member is consulting, leading to the perception from the outside world that favouritism occurred."

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 authorized 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 Code.

## **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:
  - a. IIHF President – for conflicts of interest relevant to IIHF Council members, the IIHF General Secretary or a Committee/Board Chairperson.
  - b. IIHF Ethics Board – for conflicts of interest relevant to the IIHF President.
  - c. Committee/Board Chairperson – for conflicts of interest relevant to Committee/Board members.
  - d. IIHF General Secretary – for conflicts of interest relevant to IIHF Staff Members.
  - e. Meeting/proceeding Chairperson – for conflicts of interest which become relevant during a meeting or proceeding.
- 6.2 The deciding authority may decide that the IIHF Official:
  - a. Can continue to perform their IIHF activities and/or participate in the normal way in a relevant meeting or proceeding with the interest being minuted;
  - b. 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);
  - c. Is to withdraw for the whole or part of the affected meeting or proceeding;
  - d. Any other action and/or measure as directed by the deciding authority with respect to the Conflict of Interest.
- 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 Code.
- 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 Code 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:<br><br>Last name: |
| <b>Position</b>                                                                                                                                                                                               |                               |
| <b>Details of conflict of interest (actual, perceived or potential).</b><br><br><br><br><br><br><br><br><br><br>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 Code.



# IIHF ELECTION CONDUCT GUIDELINES

## **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 their 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 or offer other benefit, directly or indirectly, to journalists or other persons affiliated to the media in order to prompt them to promote their Candidacies or put the other Candidates in a bad light.

## **7. Communication / Media**

- 7.1. Except following 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 their 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 their Candidacy, including scheduling meetings with MNAs on a basis consistent with the ordinary course of their business as an IIHF Council Member, during which the Candidate may refer to their 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 in 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 Article 12.3 of the IIHF Disciplinary Regulations.
- 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 Regulations 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: tbc prior to election
  - Chairperson: Nancy Orr
  - Member(s): Disciplinary Board Members (without a conflict of interest)

# IIHF ABUSE & HARASSMENT REGULATIONS

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These Regulations come into effect on 6<sup>th</sup> October, 2025

## 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 Regulations in reference to Article 2.2.1 (a) and (b) of the IIHF Ethics Regulations. 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 these Regulations, the IIHF emphasizes that all forms of Abuse and Harassment, regardless of cultural setting, contradict the IIHF’s vision to safeguard children and adults in Ice Hockey.

## 2. Jurisdiction

### 2.1. Personal and Subject Matter Scope of Application

- 2.1.1. These Regulations apply to all violations as defined in Article 3.1 of these Regulations and shall cover all violations within the jurisdiction of the IIHF, as set forth in Article 3 of the IIHF Disciplinary Regulations.

## 3. Violations

### 3.1. Abuse and Harassment

- 3.1.1. The following types of abuse, harassment and misconduct shall constitute a violation of these Regulations (“Abuse and Harassment”):
  - a. **Bullying** – (including cyber-bullying if conducted online or electronically) means unwanted, repeated and/or intentional, aggressive behavior, usually among peers, which can involve a real or perceived power imbalance. Bullying can include actions such as making threats, spreading rumors or falsehoods, attacking someone physically or verbally and deliberately excluding someone.<sup>2</sup>
  - b. **Hazing** – means an organized, usually group or team-based, degrading or hazardous initiation of new team members by veteran team members.<sup>3</sup>
  - c. **Neglect** – means the failure of any person with a direct or indirect duty of care towards the player, which is causing harm, allowing harm to be caused, or creating an imminent danger of harm.<sup>4</sup>
  - d. **Emotional abuse** – means any unwelcome act including confinement, isolation,

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<sup>2</sup> Examples of Bullying can include but are not limited to: using rumors or false statements about someone to diminish that person’s reputation; as well as ridiculing, taunting, name-calling, intimidating or threatening someone.

<sup>3</sup> Examples of Hazing can include but are not limited to: excessive training requirements demanded of only particular individuals on a team that serve no reasonable or productive training purpose; sleep deprivation; otherwise unnecessary schedule disruptions; withholding of water and/or food; and restrictions on personal hygiene.

<sup>4</sup> Examples of Neglect can include but are not limited to: not considering the welfare of the player when prescribing dieting or other weight control methods; failing to ensure safety of equipment or environment; and not allowing a player adequate recovery time and/or treatment for a sport injury.

verbal assault, humiliation, intimidation, infantilization, grooming or any other treatment which may diminish the sense of identity, dignity, and self-worth.<sup>5</sup>

- e. **Physical abuse** – means any deliberate and unwelcome act – such as for example punching, beating, boundary transgression, kicking, biting and burning – that causes or threatens to cause physical trauma or injury.<sup>6</sup>
- f. **Racism and discrimination** – means any action or attitude, that subordinates or prejudices an individual or group based on race, skin color, age, gender and gender identity, language, disability, ethnic, national or social origin, religion, philosophical or political opinion, marital status or sexual orientation, physical attributes, mental or physical disability, athletic abilities or other status.<sup>7</sup>
- g. **Sexual misconduct** – 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. It includes sexual harassment, meaning any unwanted and unwelcome conduct of a sexual nature, whether verbal, non-verbal or physical.<sup>8</sup>
- i. **Other harms or risk of harm** - means engaging, or attempting or threatening to engage, in conduct that directly or indirectly harms the physical and/or mental welfare and/or safety of one or more Covered Party, and/or posing a risk of harm to the physical and/or mental welfare and/or safety of one or more Covered Party.<sup>9</sup>

3.1.2. These forms of Abuse and Harassment may occur in combination or in isolation, in-person, remotely or online and may consist of a one-off incident or a series of incidents.

#### 4. Fundamental Principles

##### 4.2. Collective responsibility to respond

It is the responsibility of all Covered Parties to recognize and immediately report any behavior they are aware of that may fall within the scope of these Regulations according to the IIHF procedure set out in Article 10 of the Integrity Code.

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<sup>5</sup> Examples of Emotional Abuse can include but are not limited to: repeated and unnecessary weigh-ins or setting unreasonable weigh-in goals; and ignoring or isolating a player for extended periods of time.

<sup>6</sup> Examples of Physical Abuse can include but are not limited to: providing a purported therapeutic or medical intervention with no specific medical aim; encouraging or permitting a player to return to play after any injury; and forcing a player to assume a painful stance or position for no athletic purpose.

<sup>7</sup> Examples of Racism and Discrimination can include but are not limited to: communicating unwelcome remarks or jokes; and denying access to facilities, services or opportunities.

<sup>8</sup> Examples of Sexual Misconduct can include but are not limited to: testing of boundaries; seemingly accidental touching; spreading sexual rumors about someone; and intentionally exposing someone to content or imagery of a sexual nature, including but not limited to pornography, sexual comment(s), sexual gestures, and/or sexual situation(s).

<sup>9</sup> 'Harm' is not a narrow concept and can mean different things in different contexts, but (in very general terms) it can be considered as meaning ill-treatment or the impairment of health, welfare or development. It is not necessary for conduct (or attempted or threatened conduct) to take place in the context of Ice Hockey. For example (and without limitation), in the event that a Covered Party has at any time been convicted of, warned/cautioned for, or charged with, any offence that concerns harm to one or more other individuals (whether or not such individual(s) are also Covered Parties), that may form the basis of action under these Abuse & Harassment Regulations as a result of that Covered Party posing a risk of harm (regardless of whether or not the relevant offence, or alleged offence, took place in the context of Ice Hockey). For the avoidance of doubt, conduct that took place prior to these Abuse & Harassment Regulations coming into effect may indicate a risk of harm.

4.3. Principle of confidentiality

All information obtained through cases arising under these Regulations shall be dealt with in strict confidence, except to the extent deemed necessary by the IIHF and permitted by law. Information can only be shared without consent of a Covered Party where the duty to protect the reporting individual from harm supersedes the Covered 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 Covered Party affected by the procedure.

**5. Rights and Obligations of the IIHF, MNAs and Organizing Committees**

5.1. Local safeguarding

The IIHF is fully aware of and respects the autonomy of its MNAs. Therefore, MNAs shall adopt their own Abuse and Harassment rules and regulations in order to address Abuse and Harassment within their organizations and events taking place under their own jurisdiction. The MNAs shall implement similar rules and regulations or incorporate the present Regulations into their rules, as modified appropriately for national-level application, unless their national law dictates otherwise.

5.2. Duty to inform

The IIHF and MNAs shall have a mutual obligation to promptly inform each other when they become aware of allegations of a violation of these Regulations as defined under Article 3.1.1, which:

- a. Have an international dimension;
- b. Occurred during IIHF Championships;
- c. Are cases of national significance; or
- d. Concern any involvement of the MNA.

**6. Disclosure and Reporting Procedure**

6.1. Reporting mechanism

6.1.1. MNAs shall ensure that concerns regarding Abuse and Harassment are 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, telephone hotline, reporting platform as well as an Incident Report Form (See e.g. Appendix 1).

6.1.2. The receipt of a report will be carried out:

- a. by the IIHF Office;
- b. during an IIHF Competition, by the IIHF Safeguarding Officer or IIHF Safeguarding Facilitator on site who can be contacted and with whom a report can be taken in person;

- c. by the responsible body designated by the MNA's Abuse and Harassment Regulations in cases subject to the jurisdiction of an MNA. To this end, all MNAs shall implement a reporting mechanism.

- 6.1.3. The body receiving the report must provide the reporting individual with a confirmation of receipt.

## 6.2. Reporting to the IIHF

- 6.2.1. All concerns regarding Abuse and Harassment can at all times be reported to the IIHF via [integrity@iihf.com](mailto:integrity@iihf.com) and the IIHF reporting platforms.

## 6.3. Gender of person receiving the report

- 6.3.1. Upon request by the reporting party and if possible, the best effort shall be used to have communications carried out by a person of the same gender as the reporting party.

## 6.4. Cooperation with the Organizing Committee/MNA

- 6.4.1. At each IIHF Competition, and in each Host city (if applicable), the Organizing Committee/MNA shall provide the IIHF with the contact details of the person responsible for Abuse and Harassment matters during the Event, (the "Event Integrity Officer"), if this position is not already covered by the MNA Integrity Officer. The appointed person should speak the official language(s) of the hosting country and English and shall have received adequate training on Abuse and Harassment policies and procedures. This designated person will assist the IIHF in executing its obligations under the IIHF Abuse and Harassment Regulations for the IIHF Competitions and, when necessary, connecting the IIHF with relevant local authorities.
- 6.4.2. The Organizing Committee/MNA shall maintain the strict principle of confidentiality as set forth in Article 4.4 of these Regulations.
- 6.4.3. The Organizing Committee/MNA shall maintain the strict principle of confidentiality as set forth in Article 4.4 of these Regulations.

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

## 7.1. Conflict of Law

- 7.1.1. All MNAs are free to develop their own Abuse and Harassment policy. However, unless specifically prevented otherwise in an MNA's national law, these Regulations take precedence over all other Abuse and Harassment policies of an MNA, if they are in direct conflict with it.

## 7.2. Transitional Provision

- 7.2.1. As long as an MNA has not implemented Abuse and Harassment Regulations, the IIHF Abuse and Harassment Regulations are applicable.

## **8. General Provisions**

- 8.1 These Abuse & Harassment Regulations are to be interpreted and applied to by reference to the objective of ensuring participants in Ice Hockey have the right to participate in a respectful environment free of abuse and harassment in order to strengthen and promote the game of Ice Hockey. Such interpretation and application shall take precedence over any strict legal interpretations that may otherwise be proposed. Minor practical or technical points will not serve to invalidate the procedure or any decisions or findings made pursuant to these Abuse & Harassment Regulations, so long as the principles of natural justice and fairness are not infringed.
- 8.2 In the event that any incident or other matter occurs that is not provided for in these Abuse & Harassment Regulations or any other rules or regulations to which they refer, then the IIHF may take such action as considered appropriate in the circumstances, taking into account the specific circumstances of the individual case and the principles of natural justice and fairness.
- 8.3 Without prejudice to the operation of any relevant provisions of the IIHF Disciplinary Regulations:
- (a) at any point in time where the IIHF has reasonable ground(s) to suspect that a Covered Party presents a risk of harm to the physical and/or mental welfare and/or safety or one of more other Covered Party, the IIHF may suspend the Covered Party suspected or presenting such risk from all or any specific activities under the jurisdiction of IIHF, on such terms and conditions as might be reasonable and proportionate to the circumstances of the case. In the event such a suspension is imposed by the IIHF, the Covered Party will be afforded a fair procedure to challenge the imposition of the suspension and/or its proportionality; and
  - (b) if the IIHF concludes that (1) after investigation there is insufficient evidence to bring a case against a Covered Party for breach of these Abuse & Harassment Regulations, and/or (2) bringing a case would not further the aims of these Abuse & Harassment Regulations, and/or (3) there is any other bona fide reason for the IIHF not to bring a case under these Abuse & Harassment Regulations, then the IIHF may take such other action as it considers appropriate in all the circumstances of the case. For example, without limitation, the IIHF may inform a Covered Party that they have no case to answer under these Abuse & Harassment Regulations, provide a Covered Party with guidance as to their future conduct, or refer the matter to another body (where the IIHF is satisfied that other body will deal with the matter effectively).

## Appendix 1: 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@iihf.com](mailto:integrity@iihf.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<br/>(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>10</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>10</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.

|                                                                                                                                                                                                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Description of Integrity Incident</b><br><i>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.</i> |
| <b>Additional material / evidence</b><br><i>If available, please add any document, picture or video which may support your report.</i>                                                                               |

|                                                                                                                                                                                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Action taken</b><br><i>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.</i> |
| <i>Other relevant comments</i>                                                                                                                                                                                                                                    |

| 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                                                        |  |

# IIHF COMPETITION MANIPULATION REGULATIONS

## 1. Preamble

- 1.1. These Regulations are 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 Regulations, for all Violations which would result in a breach of these Regulations if such incident occurred in an IIHF Competition as long as the national decision has or could have an international dimension.
- 1.2. The IIHF declares their commitment to support the integrity of sport and fight against the manipulation of competitions by adhering to the standards set out in the Olympic Movement Code on the Prevention of the Manipulation of Competitions, these Regulations and by requiring their members to do likewise.
- 1.3. For purposes of these Regulations, the following definitions shall be applicable:
  - a. **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.
  - b. **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 Event.
  - c. **Eligibility manipulation:** means the deliberate misrepresentation of age, identity or playing history with an intent to participate in an IIHF Competition.
  - d. **Inside Information:** means information relating to any competition, that a person possesses by virtue of their 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.
  - e. **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 Event.

## 2. Betting Violations

- 2.1. The following behavior shall be considered Betting, and is strictly prohibited:
  - a. Direct or indirect participation in any form of Betting, gambling, lotteries or transactions related to (a) any Event, including IIHF Competitions; or (b) any event of a multisport Competition which sees Ice Hockey as one of its disciplines.
  - b. Inducing, instructing, encouraging or facilitating any other party to engage in conduct described in Article 2.1 of these Regulations.

### **3. Manipulation of Events**

3.1. The following behavior shall constitute a Manipulation of an Event, and is strictly prohibited:

- a. An intentional arrangement, act or omission aimed at an improper alteration of the result, progress, outcome, conduct or any other aspect of an Event 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.
- b. Providing, requesting, receiving, seeking or accepting a Benefit related to the manipulation of an Event or any other form of corruption.
- c. Inducing, instructing, encouraging or facilitating a Covered Party to engage in conduct described in Article 3 of these Regulations.

### **4. Inside Information**

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

- a. Using Inside Information for the purpose of Betting, any form of manipulation of an Event or any other corrupt purpose by a Covered Party;
- b. 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 Event or any other corrupt purpose; and
- c. Giving and/or receiving a Benefit for the provision of Inside Information regardless of whether any Inside Information is actually provided.

### **5. Eligibility Manipulation**

5.1. The following behavior by any Covered Party shall be considered Eligibility Manipulation, and is strictly prohibited:

- a. Producing false, wrong or misleading documentation or information regarding age, gender, identity and/or playing history in relation to participation in IIHF Competitions.
- b. Withholding truthful documentation or information regarding age, gender, identity and/or playing history in relation to participation in IIHF Competitions.
- c. Participating in an IIHF Competition on the basis of false, wrong or misleading documentation or information regarding age, gender, identity and/or playing history.
- d. Knowingly allowing anyone to participate in an IIHF Competition on the basis of false, wrong or misleading documentation or information regarding age, gender, identity and/or playing history.

## **6. Sentencing Considerations**

- 6.1. In addition to personal responsibility of Covered Parties, MNAs are vicariously and strictly liable, and may be sanctioned accordingly, for the conduct of their players, staff members and officials.
- 6.2. The following are not relevant to the determination of whether a Violation of these Regulations has occurred:
  - a. Whether or not the Covered Party is participating in the Event concerned;
  - b. The nature or outcome of any Betting issue;
  - c. The outcome of the Event in which the Competition Manipulation occurred;
  - d. Whether or not the Covered Party's efforts or performance (if any) in the Event in issue were (or could be expected to be) affected by the acts or omissions in question;
  - e. Whether or not the manipulation included a violation of any other IIHF rule.

# IIHF ANTI-DOPING REGULATIONS

## Anti-Doping Regulations

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### Preface

These Anti-Doping Regulations 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.

These Anti-Doping Regulations are 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. These Anti-Doping Regulations, in conjunction with the IIHF Disciplinary Regulations, 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 Regulations.

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 these Anti-Doping Regulations 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 Regulations

These Anti-Doping Regulations 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 their participation or involvement in the sport, to have agreed to and be bound by these Anti-Doping Regulations, and to have submitted to the authority of the IIHF to enforce these Anti-Doping Regulations, including any Consequences for the breach thereof, and to the jurisdiction of the hearing panels specified in the IIHF Disciplinary Regulations to hear and determine cases and appeals brought under these Anti-Doping Regulations.

Within the overall pool of Players set out above, the following Players are considered International-Level Players for the purposes of these Anti-Doping Regulations, and, therefore, the specific provisions in these Anti-Doping Regulations 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, until a date 12 months following their last participation in any IIHF Competition;
- 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 these Anti-Doping Regulations 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 [www.iihf.com](http://www.iihf.com) and the WADA website at [www.wada-ama.org](http://www.wada-ama.org).

## **1. DEFINITION OF 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 these Anti-Doping Regulations 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 Article 10.13.1 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. PROOF OF DOPING**

3.1. The IIHF shall have the burden of establishing that an anti-doping rule violation has occurred. The standard of proof shall be whether the IIHF has established an anti-doping rule violation to the comfortable satisfaction of the IIHF Disciplinary Board bearing in mind the seriousness of the allegation which is made. This standard of proof in all cases is greater than a mere balance of probability but less than proof beyond a reasonable doubt. Where these Anti-Doping Regulations place the burden of proof upon the Player or other Person alleged to have committed an anti-doping rule violation to rebut a presumption or establish specified facts or circumstances, except as provided in Articles 3.2.2 and 3.2.3 of the WADA Code, the standard of proof shall be by a balance of probability.

3.2. Facts related to anti-doping rule violations may be established by any reliable means, including admissions. The following rules of proof shall be applicable in doping cases:

3.2.1. Analytical methods or Decision Limits approved by WADA after consultation within the relevant scientific community or which have been the subject of peer review are presumed to be scientifically valid. Any Player or other Person seeking to challenge whether the conditions for such presumption have been met or to rebut this presumption of scientific validity shall, as a condition precedent to any such challenge, first notify WADA of the challenge and the basis of the challenge. The IIHF Disciplinary Board, or CAS, on its own initiative, may also inform WADA of any such challenge. Within ten (10) days of WADA's receipt of such notice and the case file related to such challenge, WADA shall also have the right to intervene as a party, appear as amicus curiae or otherwise provide evidence in such proceeding. In cases before CAS, at WADA's request, the CAS panel shall appoint an appropriate scientific expert to assist the panel in its evaluation of the challenge.

3.2.2. WADA-accredited laboratories, and other laboratories approved by WADA, are presumed to have conducted Sample analysis and custodial procedures in accordance with the International Standard for Laboratories. The Player or other Person may rebut this presumption by establishing that a departure from the International Standard for Laboratories occurred which could reasonably have caused the Adverse Analytical Finding.

If the Player or other Person rebuts the preceding presumption by showing that a departure from the International Standard for Laboratories occurred which could reasonably have caused the Adverse Analytical Finding, then the IIHF shall have the burden to establish that such departure did not cause the Adverse Analytical Finding.

3.2.3. Departures from any other International Standard or other anti-doping rule or policy set forth in the WADA Code or the IIHF Anti-Doping Regulations shall not invalidate analytical results or other evidence of an anti-doping rule violation,

and shall not constitute a defense to an anti-doping rule violation; provided, however, if the Player or other Person establishes that a departure from one of the specific International Standard provisions listed below could reasonably have caused an anti-doping rule violation based on an Adverse Analytical Finding or whereabouts failure, then the IIHF shall have the burden to establish that such departure did not cause the Adverse Analytical Finding or the whereabouts failure:

- (i) a departure from the International Standard for Testing and Investigations related to Sample collection or Sample handling which could reasonably have caused an anti-doping rule violation based on an Adverse Analytical Finding, in which case the IIHF shall have the burden to establish that such departure did not cause the Adverse Analytical Finding;
- (ii) a departure from the International Standard for Results Management or International Standard for Testing and Investigations related to an Adverse Passport Finding which could reasonably have caused an anti-doping rule violation, in which case the IIHF shall have the burden to establish that such departure did not cause the anti-doping rule violation;
- (iii) a departure from the International Standard for Results Management related to the requirement to provide notice to the Player of the B Sample opening which could reasonably have caused an anti-doping rule violation based on an Adverse Analytical Finding, in which case the IIHF shall have the burden to establish that such departure did not cause the Adverse Analytical Finding;
- (iv) a departure from the International Standard for Results Management related to Player notification which could reasonably have caused an anti-doping rule violation based on a whereabouts failure, in which case the IIHF shall have the burden to establish that such departure did not cause the whereabouts failure.

3.2.4. The facts established by a decision of a court or professional disciplinary tribunal of competent jurisdiction which is not the subject of a pending appeal shall be irrebuttable evidence against the Player or other Person to whom the decision pertained of those facts unless the Player or other Person establishes that the decision violated principles of natural justice.

3.2.5. The IIHF Disciplinary Board in a hearing on an anti-doping rule violation may draw an inference adverse to the Player or other Person who is asserted to have committed an anti-doping rule violation based on the Player's or other Person's refusal, after a request made in a reasonable time in advance of the hearing, to appear at the hearing (either in person or telephonically as directed by the hearing panel) and to answer questions from the hearing panel or the IIHF.

## 4. PROHIBITED LIST

### 4.1. Incorporation of the Prohibited List

These IIHF Anti-Doping Regulations incorporate the Prohibited List, which is published and revised by WADA as described in Article 4.1 of the WADA Code.

Unless provided otherwise in the Prohibited List or a revision, the Prohibited List and revisions shall go into effect under the IIHF Anti-Doping Regulations 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.

The IIHF shall publish the most recent version of the Prohibited List on [www.iihf.com](http://www.iihf.com). Each Member National Association shall take appropriate steps to distribute the Prohibited List to its members, and the constituents of its members.

### 4.2. Prohibited Substances and Prohibited Methods Identified on the Prohibited List

#### 4.2.1. *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.

#### 4.2.2. *Specified Substances or Specified Methods*

For purposes of the application of Article 10, 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.

#### 4.2.3. *Substances of Abuse*

For purposes of applying Article 10, 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.

### 4.3. 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.

#### 4.4. Therapeutic Use Exemptions (“TUEs”)

##### 4.4.1. *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.

##### 4.4.2. *TUE Applications*

4.4.2.1 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.

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

4.4.2.3 A Player may be granted a TUE if (and only if) they 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.

##### 4.4.3. *TUE Recognition*

4.4.3.1 Where the Player already has a TUE granted by their National Anti-Doping Organization pursuant to Article 4.4 of the WADA Code by the

National Anti-Doping Organizations listed on the IIHF website, 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 recognize it.

- 4.4.3.2 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.

#### 4.4.4. *TUE Application Process*

- 4.4.4.1 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.

- 4.4.4.2 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 [www.iihf.com](http://www.iihf.com) or which can be requested by contacting [integrity@iihf.com](mailto:integrity@iihf.com).

- 4.4.4.3 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 TUEC 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.

4.4.4.4 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.

4.4.4.5 The TUEC decision is the final decision of the IIHF and may be appealed in accordance with Article 4.4.7. 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.

4.4.4.6 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 4.4.7.

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.

#### 4.4.5. *Retroactive TUE Applications*

4.4.5.1 A Player who needs to Use a Prohibited Substance or Prohibited Method for Therapeutic reasons must apply for and obtain a TUE under Article 4.4.2 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 4.4.2.3) 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.

#### *4.4.6. Expiration, Withdrawal or Reversal of a TUE*

4.4.6.1 A TUE granted pursuant to these Anti-Doping Regulations: (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.

4.4.6.2 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.

#### *4.4.7. Reviews and Appeals of TUE Decisions*

4.4.7.1 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.

4.4.7.2 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.

5.4.7.3 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.

6.4.7.4 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 and Guidelines.

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 these Anti-Doping Regulations (Section "Scope of these Anti-Doping Regulations").

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 themselves 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 Article 13.

Any competitive results obtained in violation of this Article 5.5.1 shall be Disqualified unless the Player can establish that they 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 themselves 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.

5.6. Doping Control During IIHF Competitions (In-Competition Testing)

5.6.1. *Operations and Facilities*

5.6.1.1 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.

5.6.1.2 The IIHF shall have an agreement with a WADA-accredited laboratory to perform the analysis of the Doping Control urine Samples according to these Anti-Doping Regulations and the International Standard for Laboratories.

5.6.1.3 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.

5.6.1.4 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.

5.6.2. *Selection of Players*

5.6.2.1 The IIHF Office shall determine the number of Players to be tested during an IIHF Competition according to the IIHF Test Distribution Plan.

5.6.2.2 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.

5.6.2.3 A Player may be tested at any time on more than one occasion during an IIHF Competition.

5.6.2.4 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.

- 5.6.2.5 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.

5.6.3. *Doping Control Procedures*

- 5.6.3.1 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).

- 5.6.3.2 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 5.6.3.1.

- 5.6.3.3 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.

5.7. Out-Of-Competition Testing

5.7.1. *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 Regulations include 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 Anti-Doping Regulations or the IIHF Team Whereabouts Guidelines.

- 5.7.1.1 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.

- 5.7.1.2 Except in exceptional circumstances, all Out-of-Competition Testing shall be without advance notice.

- 5.7.1.3 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.

5.7.2. *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.

5.7.2.1 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.

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

5.7.2.3 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.

5.8. Removal from the IIHF RTP

5.8.1. 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 these Anti-Doping Regulations unless and until:

- a) The Player is given written notice from the IIHF that they are 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.

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

- 5.8.3. 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.

5.9. Provisions of Whereabouts

- 5.9.1. 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 their Player whereabouts by the deadline may amount to a Filing Failure and consequently a Whereabouts Failure.
- 5.9.2. 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.
- 5.9.3. Each Team included in the IIHF Team Whereabouts Program shall provide the Team Whereabouts in accordance with the IIHF Team Whereabouts Guidelines.
- 5.9.4. 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.

5.10. Whereabouts Filing Requirements

- 5.10.1. 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 they are 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.)

- 5.10.2. 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.
- 5.10.3. 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.
- 5.10.4. 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 their 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.
- 5.10.5. Each team included in the IIHF Team Whereabouts Program shall adhere to the filing requirements set out in the IIHF Team Whereabouts Guidelines.

#### 5.11. 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 they were designated for inclusion in the IIHF RTP and that they 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 they were notified of the filing requirement yet failed to comply. This presumption may be rebutted by the Player if they establish that no negligent behavior on their part caused or contributed to the failure).

#### 5.12. 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

#### 5.13. 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 their 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 Article 2.3 (refusal or failure to submit to Sample collection).

#### 5.14. 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 they were designated for inclusion in the IIHF RTP and that they were advised of his/her liability for a Missed Test if they were unavailable for Testing during the 60-minute time slot specified in their 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 their 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 their 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).

5.15. 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.

5.16. 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 Regulations.

5.17. Confidentiality

5.17.1. 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).

5.17.2. Whereabouts information provided pursuant to Article 5.10 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.

## **6. SAMPLE ANALYSIS**

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

- 6.1. 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.

As provided in Article 3.2, facts related to anti-doping rule violations may be established by any reliable means. This would include, for example, reliable laboratory or other forensic testing conducted outside of WADA-accredited or approved laboratories.

- 6.2. 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.

- 6.3. 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.

- 6.4. 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.

- 6.5. 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.
- 6.6. 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.
- 6.7. 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.
- 6.8. 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.

## **7. IIHF RESULTS MANAGEMENT: RESPONSIBILITY, INITIAL REVIEW, NOTICE AND PROVISIONAL SUSPENSIONS**

Results Management under these Anti-Doping Regulations establishes a process designed to resolve anti-doping rule violation matters in a fair, expeditious and efficient manner.

### **7.1. Responsibility for Conducting Results Management**

- 7.1.1. Except as otherwise provided in Articles 6.6, 6.8 and Article 7.1.3 through 7.1.5 of the WADA Code, Results Management shall be the responsibility of, and shall be governed by, the procedural rules of the Anti-Doping Organization that initiated and directed Sample collection (or, if no Sample collection is involved, the Anti-Doping Organization which first provides notice to a Player or other Person of a potential anti-doping rule violation and then diligently pursues that anti-doping rule violation).
- 7.1.2. In circumstances where the rules of a National Anti-Doping Organization do not give the National Anti-Doping Organization authority over a Player or other Person who is not a national, resident, license holder, or member of a sport organization of that country, or the National Anti-Doping Organization declines to exercise such authority, Results Management shall be conducted by the applicable International Federation or by a third party with authority over the Player or other Person as directed by the rules of the applicable International Federation.
- 7.1.3. In the event the Major Event Organization assumes only limited Results Management responsibility relating to a Sample initiated and taken during an Event conducted by a Major Event Organization, or an anti-doping rule violation occurring during such Event, the case shall be referred by the Major Event Organization to the applicable International Federation for completion of Results Management.
- 7.1.4. Results Management in relation to a potential whereabouts failure (a filing failure or a missed test) shall be administered by the IIHF or the National Anti-Doping Organization with whom the Player in question files whereabouts information, as provided in the International Standard for Results Management. If the IIHF determines a filing failure or a missed test, it shall submit that information to WADA through ADAMS, where it will be made available to other relevant Anti-Doping Organizations.
- 7.1.5. Other circumstances in which the IIHF shall take responsibility for conducting Results Management in respect of anti-doping rule violations involving Players and other Persons under its authority shall be determined by reference to and in accordance with Article 7 of the WADA Code.

- 7.1.6. WADA may direct the IIHF to conduct Results Management in particular circumstances. If the IIHF refuses to conduct Results Management within a reasonable deadline set by WADA, such refusal shall be considered an act of non-compliance, and WADA may direct another Anti-Doping Organization with authority over the Athlete or other Person, that is willing to do so, to take Results Management responsibility in place of the IIHF or, if there is no such Anti-Doping Organization, any other Anti-Doping Organization that is willing to do so. In such case, the IIHF shall reimburse the costs and attorney's fees of conducting Results Management to the other Anti-Doping Organization designated by WADA, and a failure to reimburse costs and attorney's fees shall be considered an act of non-compliance.
- 7.2. Review and Notification Regarding Potential Anti-Doping Rule Violations  
The IIHF shall carry out the review and notification with respect to any potential anti-doping rule violation in accordance with the International Standard for Results Management.
- 7.3. Identification of Prior Anti-Doping Rule Violations  
Before giving an Athlete or other Person notice of a potential anti-doping rule violation as provided above, the IIHF shall refer to ADAMS and contact WADA and other relevant Anti-Doping Organizations to determine whether any prior anti-doping rule violation exists.
- 7.4. Provisional Suspensions
- 7.4.1. *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 Article 10.2.4.1.
- 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.
- 7.4.2. *Optional Provisional Suspension*
- The IIHF may impose a Provisional Suspension for anti-doping rule violations not covered by Article 7.4.1 prior to the analysis of the Player's B Sample or final hearing as described in Article 8.

An optional Provisional Suspension may be lifted at the discretion of the IIHF at any time prior to IIHF Disciplinary Board's decision under Article 8, unless provided otherwise in the International Standard for Results Management.

**7.4.3. *Opportunity for Hearing or Appeal***

Notwithstanding Articles 7.4.1 and 7.4.2, 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 decision not to impose a Provisional Suspension, may be appealed in an expedited process in accordance with Article 13.

**7.4.4. *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 7.4.1 or 7.4.2; 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.

- 7.4.5.** 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.

**7.5. Results Management Decisions**

Results Management decisions or adjudications by the IIHF must not purport to be limited to a particular geographic area or the IIHF's sport and shall address and determine without limitation the following issues: (i) whether an anti-doping rule violation was committed or a Provisional Suspension should be imposed, the factual basis for such

determination, and the specific Articles that have been violated, and (ii) all Consequences flowing from the anti-doping rule violation(s), including applicable Disqualifications under Articles 9 and 10.10, any forfeiture of medals or prizes, any period of Ineligibility (and the date it begins to run) and any Financial Consequences.

**7.6. Notification of Results Management Decisions**

The IIHF shall notify Players, other Persons, Signatories and WADA of Results Management decisions as provided in Article 15 and in the International Standard for Results Management.

**7.7. Retirement from Sport**

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.

**8. IIHF RESULTS MANAGEMENT: RIGHT TO A FAIR HEARING AND NOTICE OF HEARING DECISION**

The Disciplinary Board shall act in compliance with the IIHF Anti-Doping Regulations, the WADA Code and the International Standard for Results Management. All mandatory WADA Code provisions detailed in WADA Code Article 23.2.2 are incorporated by reference into these Anti-Doping Regulations and shall be treated as if set out in full herein.

**8.1. Right to a Fair Hearing**

The Disciplinary Board shall conduct a timely hearing process to determine whether an anti-doping violation was committed. The right to a hearing may be waived either expressly or by the failure of the incriminated party to challenge the assertion that an anti-doping rule violation has occurred within twenty-one (21) days after having been notified by the Disciplinary Board Secretary of the Disciplinary Board's jurisdiction.

**8.2. Limitation Period**

No anti-doping rule violation proceeding may be commenced against the Player or other Person accused of an anti-doping rule violation unless they have been notified of the anti-doping rule violation as provided in Article 7, or notification has been reasonably attempted, within ten (10) years from the date the violation is asserted to have occurred.

**8.3. Single Hearing Before the CAS**

Anti-doping rule violations asserted against International-Level Athlete, National-Level Athletes or other Persons may, with the consent of the Athlete or other Person, the IIHF, and WADA, be heard in a single hearing directly at CAS.

**9. 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.

## 10. SANCTIONS ON INDIVIDUALS

### 10.1. Disqualification of Results in the Event during which an Anti-Doping Rule Violation Occurs

An anti-doping rule violation occurring during or in connection with an IIHF Event may, upon the decision of the relevant IIHF Disciplinary Body, lead to Disqualification of the Player's individual results obtained in the IIHF Event with all Consequences, including forfeiture of all medals, points and prizes, except as provided in Article 10.1.1.

Factors to be included in considering whether to Disqualify other results in an Event might include, for example, the seriousness of the Player's anti-doping rule violation and whether the Player tested negative in the other Competitions.

- 10.1.1. If the Player establishes that they bear no Fault or negligence for the violation, the Player's individual results in the other Competitions shall not be Disqualified, unless the Player's results in Competitions other than the Competition in which the anti-doping rule violation occurred were likely to have been affected by the Player's anti-doping rule violation.

### 10.2. Ineligibility for Presence, Use or Attempted Use, or Possession of a Prohibited Substance or Prohibited Method

The period of Ineligibility for a violation of Article 2.1, 2.2 or 2.6 shall be as follows, subject to potential elimination, reduction or suspension pursuant to Article 10.5, 10.6 or 10.7:

- 10.2.1. The period of Ineligibility, subject to Article 10.2.4, shall be four (4) years where:

- 10.2.1.1 The anti-doping rule violation does not involve a Specified Substance or a Specified Method, unless the Player or other Person can establish that the anti-doping rule violation was not intentional.

- 10.2.1.2 The anti-doping rule violation involves a Specified Substance or a Specified Method and the IIHF can establish that the anti-doping rule violation was intentional.

- 10.2.2. If Article 10.2.1 does not apply, subject to Article 10.2.4.1, the period of Ineligibility shall be two (2) years.

- 10.2.3. As used in Article 10.2, the term "intentional" is meant to identify those Players or other Persons who engage in conduct which they knew constituted an anti-doping rule violation or knew that there was a significant risk that the conduct might constitute or result in an anti-doping rule violation and manifestly disregarded that risk. An anti-doping rule violation resulting from an Adverse Analytical Finding for a substance which is only prohibited In-Competition shall be rebuttably presumed to be not "intentional" if the substance is a Specified Substance and the Player can establish that the Prohibited Substance was Used Out-of-Competition. An anti-doping rule violation resulting from an Adverse Analytical Finding for a substance which is only prohibited In-Competition shall not be considered "intentional" if the substance is not a Specified Substance and the Player can establish that the Prohibited Substance was Used Out-of-Competition in a context unrelated to sport performance.

- 10.2.4. Notwithstanding any other provision in Article 10.2, where the anti-doping rule

violation involves a Substance of Abuse:

10.2.4.1 If the Player can establish that any ingestion or Use occurred Out-of-Competition and was unrelated to sport performance, then the period of Ineligibility shall be three (3) months Ineligibility.

In addition, the period of Ineligibility calculated under this Article may be reduced to one (1) month if the Player or other Person satisfactorily completes a Substance of Abuse treatment program approved by the IIHF. The period of Ineligibility established in this Article 10.2.4.1 is not subject to any reduction based on any provision in Article 10.6.

10.2.4.2 If the ingestion, Use or Possession occurred In-Competition, and the Player can establish that the context of the ingestion, Use or Possession was unrelated to sport performance, then the ingestion, Use or Possession shall not be considered intentional for purposes of Article 10.2.1 and shall not provide a basis for a finding of Aggravating Circumstances under Article 10.4.

### 10.3. Ineligibility for Other Anti-Doping Rule Violations

The period of Ineligibility for anti-doping rule violations other than as provided in Article 10.2, shall be as follows, unless Articles 10.6 and 10.7 are applicable:

10.3.1. For violations of IIHF Anti-Doping Regulations Articles 2.3 or 2.5, the period of Ineligibility shall be four (4) years except: (i) in the case of failing to submit to Sample collection, if the Player can establish that the commission of the anti-doping rule violation was not intentional, the period of Ineligibility shall be two (2) years; (ii) in all other cases, if the Player or other person can establish exceptional circumstances that justify a reduction of the period of Ineligibility, the period of Ineligibility shall be in a range from two (2) years to four (4) years depending on the Player or other Person's degree of Fault; or (iii) in a case involving a Protected Person or Recreational Player, the period of Ineligibility shall be in a range between a maximum of two (2) years and, at a minimum, a reprimand and no period of Ineligibility, depending on the Protected Person or Recreational Player's degree of Fault.

10.3.2. For violations of IIHF Anti-Doping Regulations Article 2.4, the period of Ineligibility shall be two (2) years, subject to reduction down to a minimum of one (1) year, depending on the Player's degree of Fault. The flexibility between two (2) years and one (1) year of Ineligibility in this Article is not available to Players where a pattern of last-minute whereabouts changes or other conduct raises a serious suspicion that the Player was trying to avoid being available for Testing.

10.3.3. For violations of IIHF Anti-Doping Regulations Articles 2.7 or 2.8, the period of Ineligibility shall be a minimum of four (4) years up to lifetime Ineligibility, depending on the seriousness of the violation. IIHF Anti-Doping Regulations Articles 2.7 or 2.8 violations involving a Protected Person shall be considered a particularly serious violation and, if committed by Player Support Personnel for violations other than for Specified Substances, shall result in lifetime Ineligibility for the Player Support Personnel. In addition, significant violations of IIHF Anti-

Doping Regulations Articles 2.7 and 2.8 which may also violate non-sporting laws and regulations shall be reported to the competent administrative, professional or judicial authorities.

- 10.3.4. For violations of IIHF Anti-Doping Regulations Article 2.9, the period of Ineligibility imposed shall be a minimum of two (2) years, up to a lifetime of Ineligibility, depending on the seriousness of the violations.
  - 10.3.5. For violations of IIHF Anti-Doping Regulations Article 2.10, the period of Ineligibility shall be two (2) years, subject to reduction down to a minimum of one (1) year, depending on the Player's or other Person's degree of Fault and other circumstances of the case.
  - 10.3.6. For violations of IIHF Anti-Doping Regulations Article 2.11, the period of Ineligibility shall be a minimum of two (2) years, up to lifetime Ineligibility, depending on the seriousness of the violation by the Player or other Person.
- 10.4. Aggravating Circumstances which may Increase the Period of Ineligibility  
If the IIHF establishes in an individual case involving an anti-doping rule violation other than violations under IIHF Anti-Doping Regulations Articles 2.7, 2.8, 2.9 or 2.11 that Aggravating Circumstances are present which justify the imposition of a period of Ineligibility greater than the standard sanction, then the period of Ineligibility otherwise applicable shall be increased by an additional period of Ineligibility of up to two (2) years depending on the seriousness of the violation and the nature of the Aggravating Circumstances, unless the Player or other Person can establish that they did not knowingly commit the anti-doping rule violation.
- 10.5. Elimination of the Period of Ineligibility where there is No Fault or Negligence  
If a Player or other Person establishes in an individual case that they bear no fault or negligence, then the otherwise applicable period of Ineligibility shall be eliminated.
- 10.6. Reduction of the Period of Ineligibility based on No Significant Fault or Negligence
- 10.6.1. *Reduction of Sanctions in Particular Circumstances for Violations of IIHF Anti-Doping Regulations Articles 2.1, 2.2 or 2.6*  
  
All reductions under Article 10.6.1 are mutually exclusive and not cumulative.
    - 10.6.1.1 Specified Substances or Specified Methods  
  
Where the anti-doping rule violation involves a Specified Substance (other than a Substance of Abuse) or Specified Method, and the Player or other Person can establish No Significant Fault or Negligence, then the period of Ineligibility shall be, at a minimum, a reprimand and no period of Ineligibility, and at a maximum, two (2) years of Ineligibility, depending on the Player's or other Person's degree of Fault.
    - 10.6.1.2 Contaminated Products  
  
In cases where the Player or other Person can establish both No Significant Fault or Negligence and that the detected Prohibited

Substance (other than a Substance of Abuse) came from a Contaminated Product, then the period of Ineligibility shall be, at a minimum, a reprimand and no period of Ineligibility, and at a maximum, two (2) years Ineligibility, depending on the Player or other Person's degree of Fault.

#### 10.6.1.3 Protected Persons or Recreational Players

Where the anti-doping rule violation not involving a Substance of Abuse is committed by a Protected Person or Recreational Player, and the Protected Person or Recreational Player can establish No Significant Fault or Negligence, then the period of Ineligibility shall be, at a minimum, a reprimand and no period of Ineligibility, and at a maximum, two (2) years Ineligibility, depending on the Protected Person or Recreational Player's degree of Fault.

#### 10.6.2. *Application of No Significant Fault or Negligence beyond the Application of Article 10.6.1*

If a Player or other Person establishes in an individual case where Article 10.6.1 is not applicable that they bear no significant fault or negligence, then, subject to further reduction or elimination as provided in Article 10.7, the otherwise applicable period of Ineligibility may be reduced based on the Player or other Person's degree of Fault, but the reduced period of Ineligibility may not be less than one-half of the period of Ineligibility otherwise applicable. If the otherwise applicable period of Ineligibility is a lifetime, the reduced period under this Article may be no less than eight (8) years.

#### 10.7. Elimination, Reduction, or Suspension of Period of Ineligibility or other Consequences for Reasons other than Fault

Elimination, Reduction, or Suspension of Period of Ineligibility or other Consequences for Reasons other than Fault shall be handled in accordance with Article 10.7 of the WADA Code, namely:

- a) Substantial Assistance in Discovering or Establishing Code Violations (WADA Code Article 10.7.1);
- b) Admission of an Anti-Doping Rule Violation in the Absence of Other Evidence (WADA Code Article 10.7.2);
- c) Application of Multiple Grounds for Reduction of a Sanction (WADA Code Article 10.7.3).

#### 10.8. Results Management Agreements

##### 10.8.1. *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 Article 10.4), 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.

#### *10.8.2. 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 Articles 10.1 through 10.7 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 Article 13.

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.

#### **10.9. Multiple Violations**

Sanctions for Multiple anti-doping rule violations shall be imposed in accordance with Article 10.9 of the WADA Code.

#### **10.10. Disqualification of Results in Competitions Subsequent to Sample Collection or Commission of an Anti-Doping Rule Violation**

In addition to the automatic Disqualification of the results in the Competition which produced the positive Sample under Article 9 of the WADA Code, all other competitive results of the Player obtained from the date a positive Sample was collected (whether In-Competition or Out-of-Competition), or other anti-doping rule violation occurred, through the commencement of any Provisional Suspension or Ineligibility period, shall, unless fairness requires otherwise, be Disqualified with all of the resulting Consequences including forfeiture of any medals, points and prizes.

#### **10.11. Financial Consequences**

Where a Player or other Person commits an anti-doping rule violation, the IIHF may, in its discretion and subject to the principle of proportionality, elect to (a) recover from the Player or other Person costs associated with the anti-doping rule violation, regardless of

the period of Ineligibility imposed and/or (b) fine the Player or other Person in an amount up to 100,000 CHF, only in cases where the maximum period of Ineligibility otherwise applicable has already been imposed.

The imposition of a financial sanction or the IIHF's recovery of costs shall not be considered a basis for reducing the Ineligibility or other sanction which would otherwise be applicable under these Regulations.

#### 10.12. Commencement of Ineligibility Period

Where a Player is already serving a period of Ineligibility for an anti-doping rule violation, any new period of Ineligibility shall commence on the first day after the current period of Ineligibility has been served. Otherwise, except as provided in WADA Code Articles 10.13.1 and 10.13.2, the period of Ineligibility shall start on the date of the hearing decision providing for Ineligibility or, if the hearing is waived or there is no hearing, on the date Ineligibility is accepted or otherwise imposed.

#### 10.13. Status During Ineligibility or Provisional Suspension

##### *10.13.1. Prohibition against Participation during Ineligibility*

No Player or other Person who has been declared Ineligible or is subject to a Provisional Suspension may, during a period of Ineligibility or Provisional Suspension, participate in any capacity in a Competition or activity (other than authorized anti-doping Education or rehabilitation programs) authorized or organized by any WADA Code Signatory, WADA Code Signatory's member organization, or a club or other member organization of a WADA Code Signatory's member organization, or in Competitions authorized or organized by any professional league or any international- or national-level Event organization or any elite or national-level sporting activity funded by a governmental agency.

A Player or other Person subject to a period of Ineligibility longer than four (4) years may, after completing four (4) years of the period of Ineligibility, participate as a Player in local sport events not sanctioned or otherwise under the authority of a WADA Code Signatory or member of a WADA Code Signatory, but only so long as the local sport event is not at a level that could otherwise qualify such Player or other Person directly or indirectly to compete in (or accumulate points toward) a national championship or International Event, and does not involve the Player or other Person working in any capacity with Protected Persons.

A Player or other Person subject to a period of Ineligibility shall remain subject to Testing and any requirement by the IIHF to provide whereabouts information.

##### *10.13.2. Return to Training*

As an exception to Article 10.13.1 above, a Player may return to train with a team or to use the facilities of a club or other member organization of the IIHF's member organizations during the shorter of: (a) the last two (2) months of the Player's period of Ineligibility, or (b) the last one-quarter of the period of

Ineligibility imposed.

*10.13.3. Violation of the Prohibition of Participation during Ineligibility or Provisional Suspension*

Where a Player or other Person who has been declared Ineligible violates the prohibition against participation during Ineligibility described in Article 10.13.1, the results of such participation shall be Disqualified and a new period of Ineligibility equal in length to the original period of Ineligibility shall be added to the end of the original period of Ineligibility. The new period of Ineligibility, including a reprimand and no period of Ineligibility, may be adjusted based on the Player or other Person's degree of Fault and other circumstances of the case. The determination of whether an Athlete or other Person has violated the prohibition against participation, and whether an adjustment is appropriate, shall be made by the Anti-Doping Organization whose Results Management led to the imposition of the initial period of Ineligibility. This decision may be appealed under Article 13.

A Player or other Person who violates the prohibition against participation during a Provisional Suspension described in Article 10.13.1 shall receive no credit for any period of Provisional Suspension served and the results of such participation shall be Disqualified.

Where a Player Support Person or other Person assists a Person in violating the prohibition against participation during Ineligibility or a Provisional Suspension, the IIHF shall impose sanctions for a violation of Article 2.9 for such assistance.

*10.13.4. Withholding of Financial Support during Ineligibility*

In addition, for any anti-doping rule violation not involving a reduced sanction as described in Article 10.5 or 10.6, some or all sport-related financial support or other sport-related benefits received by such Person will be withheld by the IIHF and its Member National Associations.

*10.13.5. Automatic Publication of Sanction*

A mandatory part of each sanction shall include automatic publication, as provided in Article 14.3 of the WADA Code.

## **11. SANCTIONS ON TEAMS**

**11.1. Testing of Teams**

Where more than one (1) member of a team has been notified of an anti-doping rule violation under Article 7 in connection with an IIHF Event, the IIHF shall conduct appropriate Target Testing of the team during the Event Period.

**11.2. Consequences for Teams and Team Officials**

If more than two (2) members of a team are found to have committed an anti-doping rule violation during an Event Period, the IIHF shall impose an appropriate sanction on the team (e.g., loss of points, Disqualification from a Competition or Event, or other sanction) in addition to any Consequences imposed upon the individual Players

committing the anti-doping rule violation.

A team official or Member National Association official who has been involved in or committed an anti-doping rule violation shall be sanctioned in accordance with Article 10. The Member National Association will be subject to a fine.

Member National Associations or clubs who fail to submit to the IIHF valid up-to-date whereabouts information for their team upon request prior to any IIHF Event will be subject to a warning or a fine.

## **12. SANCTIONS AGAINST OTHER SPORTING BODIES**

### **12.1. Consequences for Member National Associations**

When the IIHF becomes aware that a Member National Association or any other sporting body over which it has authority has failed to comply with, implement, uphold, and enforce the IIHF anti-doping rules, contained in the IIHF Anti-Doping Regulations, within that organization's or body's area of competence, the IIHF has the authority and may exclude all, or some group of, members of that organization or body from specified future IIHF Competitions or all IIHF Competitions Events conducted within a specified period of time.

## **13. RESULTS MANAGEMENT: APPEALS**

### **13.1. Decisions Subject to Appeal**

All decisions made as indicated in WADA Code Article 13.2 (Appeals from Decision Regarding Anti-Doping Rule Violations, Consequences, Provisional Suspensions, Implementation of Decisions and Authority) may be appealed exclusively to the Court of Arbitration for Sport (CAS) and as set forth in Article 13 of the WADA Code. Such decisions shall remain in effect while under appeal unless the CAS orders otherwise.

### **13.2. Scope of Review**

CAS' scope of review on appeal includes all issues relevant to the matter and is expressly not limited to the issues or scope of review before the initial decision maker. Any party to the appeal may submit evidence, legal arguments and claims that were not raised in the first instance hearing so long as they arise from the same cause of action or same general facts or circumstances raised or addressed in the first instance hearing.

In making its decision, CAS shall not give deference to the discretion exercised by the IIHF or the IIHF Disciplinary Board.

### **13.3. Time for Filing Appeals**

The time to file an appeal to CAS shall be twenty-one (21) days from the date of receipt of the decision by the appealing party. The above notwithstanding, the following shall apply in connection with appeals filed by a party entitled to appeal but which was not a party to the proceedings that led to the decision being appealed:

- a) Within fifteen (15) days from the notice of the decision, if not already provided by the IIHF, such party/ies shall have the right to request a copy of the full case file pertaining to the decision from the Anti-Doping Organization that had Results Management authority; and
- b) Such party/ies shall have the right to file an appeal to the CAS within twenty-one

(21) days from receipt of the full case file.

The above notwithstanding, the filing deadline for an appeal filed by WADA shall be the later of:

- a) Twenty-one (21) days after the last day on which any other party having a right to appeal could have appealed, or
- b) Twenty-one (21) days after WADA's receipt of the complete file relating to the decision.

13.4. Persons Entitled to Appeal

The following parties shall have the right to appeal to CAS: (a) the Player or other Person who is the subject of the decision being appealed; (b) the other party to the case in which the decision was rendered; (c) the IIHF; (d) the National Anti-Doping Organization of the Person's country of residence or countries where the Person is a national or license holder; (e) the International Olympic Committee or International Paralympic Committee, as applicable, where the decision may have an effect in relation to the Olympic Games or Paralympic Games, including decisions affecting eligibility for the Olympic Games or Paralympic Games; and (f) WADA.

13.5. Cross Appeals and other Subsequent Appeals Allowed

Cross appeals and other subsequent appeals by any respondent named in cases brought to CAS under the WADA Code are specifically permitted. Any party with a right to appeal under Article 13 must file a cross appeal or subsequent appeal at the latest with the party's answer.

13.6. Duty to Notify

All parties to any CAS appeal must ensure that WADA and all other parties with a right to appeal have been given timely notice of the appeal.

13.7. Appeal from Imposition of Provisional Suspension

Notwithstanding any other provision herein, the only Person who may appeal from the imposition of a Provisional Suspension is the Player or other Person upon whom the Provisional Suspension is imposed.

13.8. Failure to Render a Timely Decision by the IIHF

Where, in a particular case, the IIHF fails to render a decision with respect to whether an anti-doping rule violation was committed within a reasonable deadline set by WADA, WADA may elect to appeal directly to CAS as if the IIHF had rendered a decision finding no anti-doping rule violation. If the CAS hearing panel determines that an anti-doping rule violation was committed and that WADA acted reasonably in electing to appeal directly to CAS, then WADA's costs and attorney fees in prosecuting the appeal shall be reimbursed to WADA by the Anti-Doping Organization.

13.9. Notification of Appeal Decisions

The IIHF shall promptly provide the appeal decision to the Player or other Person and to the other Anti-Doping Organizations that would have been entitled to appeal under Article 13.4 as provided under Article 15.

13.10. Interpretation of the 2021 WADA Code

For purposes of assessing the period of Ineligibility for a second violation under Article

10.9.1 of the WADA Code, where the sanction for the first violation was determined based on pre-2021 Code rules, the period of Ineligibility which would have been assessed for that first violation had 2021 Code rules been applicable, shall be applied.

#### **14. EXPENSES FOR DOPING CONTROL**

##### **14.1 IIHF World Championship**

All expenses including doping control sampling materials, the Sample collection procedure, the Sample Analysis and transport of Samples, will be at the expense of the organizing Member National Association.

##### **14.2 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.

##### **14.3 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.

#### **15. CONFIDENTIALITY AND REPORTING**

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

###### **15.1.1 *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).

###### **15.1.2 *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 Article 13.4.

*15.1.3 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.

*15.1.4 Status Reports*

Except with respect to investigations which have not resulted in a notice of an anti-doping rule violation pursuant to Article 15.1.1, 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.

*15.1.5 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.

*15.1.6 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.

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

15.2.1 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.

15.2.2 An Anti-Doping Organization having a right to appeal a decision received pursuant to Article 15.2.1 may, within fifteen (15) days of receipt, request a copy of the full case file pertaining to the decision.

15.3. 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.

15.4. 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.

15.5. 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.

15.6. Data Privacy

15.6.1 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), these Anti-Doping Regulations and in compliance with applicable law.

15.6.2 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 these Anti-Doping Regulations, 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.

## **16. IMPLEMENTATION OF DECISIONS**

### **16.1. Automatic Binding Effect of Decisions by Signatory Anti-Doping Organizations**

- 16.1.1 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 10.13.1) 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 10.13.1) 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 10.10 for a specified period automatically Disqualifies all results obtained within the authority of any WADA Code Signatory during the specified period.
- 16.1.2 The IIHF and its Member National Associations shall recognize and implement a decision and its effects as required by Article 16.1.1, 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.
- 16.1.3 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.

- 16.1.4 Notwithstanding any provision in Article 16.1.1, 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.

## **17. FINAL PROVISIONS**

- 17.1 The official text of the WADA 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.
- 17.2 Where the term “days” is used in these Anti-Doping Regulations, it shall mean calendar days unless otherwise specified.
- 17.3 These Anti-Doping Regulations shall be interpreted as an independent and autonomous text and not by reference to existing law or statutes.
- 17.4 These Anti-Doping Regulations has 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 these Anti-Doping Regulations and shall prevail in case of conflict.
- 17.5 The Introduction and Appendix 1 shall be considered integral parts of these Anti-Doping Regulations.
- 17.6 The comments annotating various provisions of the WADA Code are incorporated by reference into these Anti-Doping Regulations, shall be treated as if set out fully herein, and shall be used to interpret these Anti-Doping Regulations.

## **APPENDIX 1**

## **DEFINITIONS TO THE IIHF ANTI-DOPING REGULATIONS**

**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 Article 11.

**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 Article 10.13 (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 Article 10.6.1 or 10.6.2.

**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 these Anti-Doping Regulations.

**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 they did not know or suspect, and could not reasonably have known or suspected even with the exercise of utmost caution, that they 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 7.4.3, 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 they possess 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.