UIPM CODE OF ETHICS

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CHAPTER I. - LEGAL BASIS AND JURISDICTION

1.1 This code of ethics (hereinafter 'the **Code**') is issued on the basis of the UIPM Statutes. It restates the commitment of UIPM to the Olympic Charter and Bye-Laws, in particular the IOC Code of Ethics, and UIPM's loyalty to the Olympic ideal inspired by Pierre de Coubertin, the founder of Modern Pentathlon. 'Modern Pentathlon' hereinafter bears the meanings prescribed in the Statutes depending on the context.

1.2 The Code applies to all Members (as defined in the Statutes), their members and every participant in Modern Pentathlon. It applies to organising committees of UIPM competitions. It also applies to everyone associated with all participants, including managers, agents, coaches, physical trainers, medical staff, scientists, sports organisations, sponsors, lawyers and any person promoting an athlete's sporting career, including family members ('the **Athletes' Entourage**'). All athletes and the members of the Athletes' Entourage are subject to the IOC guidelines for Athletes' Entourage, as updated and modified from time to time, as shown on the IOC website (www.olympics.org).

1.3 The Code may not be invoked where the subject matter of the Complaint:

a. Derives from an issue of judgment on the field of play.

b. Is more appropriately covered by applicable competition rules.

c. Is against a UIPM employee acting as such in circumstances where the procedures in the employee's contract are more appropriate.

d. Is more appropriately subject to the jurisdiction and pending determination of the UIPM Medical Rules.

e. Is subject to the jurisdiction and pending determination of UIPM's Anti-Doping Rules and UIPM Anti-Doping Procedures. However the Code covers any breach of the UIPM Anti-Doping Rules and UIPM Anti-Doping Procedures not directly sanctioned by them.

CHAPTER II. – RELEVANT CONDUCT

2.1 Doing, attempting, agreeing to do or encouraging any of the following is a breach of the Code.

a) Acting corruptly;

b) Direct or indirect solicitation, acceptance or offer of any form of remuneration or commission, or any concealed benefit or service of any nature, connected with the organisation of the Olympic Games or UIPM competitions or multi-sport event; Exempted are gifts of nominal value. Any other gift must be passed on to the organisation to which the beneficiary is a member;

c) Participation in any form of betting or support for betting related to the Olympic Games or any event or activity under the jurisdiction of the UIPM;

d) Improperly influencing the course or result of the Olympic Games and/or any other Modern Pentathlon event;

e) Support or promotion of a candidate city or host country (for any relevant event) contrary to the IOC Code of Ethics;

f) Unsporting conduct;

g) Violating the principles of fair play;

h) Use or possession of a prohibited substance or prohibited method under the UIPM Anti-Doping Rules without valid justification;

i) Failure to cooperate in full with the UIPM or other Anti-Doping Organisations investigating Anti-Doping Rules violations;

j) Unjustifiably endangering or impairing the reputation or interests or contractual relations of UIPM;

k) Acting in a situation of an undisclosed conflict of interest involving UIPM ;

l) Offences against the UIPM Competition Rules, if and insofar as penalties are not already imposed;

m) Breach of the UIPM Statutes, the UIPM Rules on Internal Organisation, any other Rules of the UIPM as well as for offences against resolutions of UIPM bodies;

n) Breach of the relevant requirements for participants' safety, wellbeing and medical care;

o) Breach of the code for the welfare of horses as approved and modified from time to time by the Executive Board of UIPM and published on the website (www.pentathlon.org).

CHAPTER III. – COOPERATION

3.1 Any one subject to the Code must co-operate fully with any inquiry into a breach of the Code undertaken by UIPM and on written request must provide specific information which UIPM considers relevant to investigate any potential breach.

CHAPTER IV. - PROCEDURE

4.1 Where an allegation is made of a breach of the Code the procedures set out in the Procedural Rules attached below shall be followed unless and to the extent that it is agreed or is just to adopt a different approach.

CHAPTER V – PENALTIES AND COSTS

5.1 Breaches of the Code may be punished by any one or a combination of the following:

(i) A public or private reprimand or written warning.
(ii) Unless otherwise specified an unlimited fine;
(iii) (As regards Members) Suspension or expulsion from the UIPM;
(iv) Disqualification from entering any Modern Pentathlon competition for such period or periods as is just;
(v) A ban from involvement in any activity involving Modern Pentathlon for such period or periods as is just;
(vi) Confiscation of equipment or items connected with doping;
(vii) Removal from any function, office or duties for such period or periods as is just.

In addition the Committee may make

(viii) An order for payment of the costs of and incidental to the Committee hearing including costs incurred by the Applicant, and the cost of convening the Panel and associated with the hearing. Costs shall be reasonable and proportionate. Liability for costs will normally follow the event.

5.2 Fines

5.2.1 If a member of a Member Federation is proved to have breached the Anti-Doping Rules and if the Member Federation is blameworthy it may be liable to a fine.

5.2.2 An organising committee breaching its obligations under this Code or any other UIPM Rules may be liable to a fine.

5.2.3 Anyone responsible for doping a horse in any UIPM competition is liable to a fine of up to 10,000 USD.

5.2.4 Fines shall be paid when and in the manner directed but not later than 60 days from the date of the order in question. Fines become the property of the UIPM. In default of timely payment the outstanding balance will bear interest at the highest legal interest rate applicable pursuant to Monegasque law.

5.3 Disqualification and ban

5.3.1 An athlete may be disqualified and a member may be banned from UIPM competitions and multi-sport events where a UIPM sport is included for a period up to four years for any serious breach of this Code. The period of disqualification may be for a defined period or for life in cases involving betting or match-fixing or in circumstances involving repeated serious breaches of this Code.

5.3.2 Unless otherwise specified, disqualification or a ban shall begin immediately.

5.3.3 In case of breach of disqualification by an athlete, the athlete's results of competitions in the disqualification period are void, and the disqualification period originally imposed shall start again from the date of violation.

5.3.4 If any disqualification is imposed in respect of events at a competition at which the disqualified athlete won a prize, such prize must be promptly returned to the Competition Jury to be awarded to the next athlete or team in the final ranking.

5.3.5 The owner of a horse found to have been doped under the UIPM Anti-Doping Rules and UIPM Anti-Doping Procedures may be disqualified for such period as is just from providing any horse for UIPM events.

5.4 Confiscation of equipment

5.4.1. Any equipment used by an athlete and not compliant with the UIPM Competition Rules may be seized and confiscated by the Competition Jury and on request and at the expense of the National Federation may at the Jury's discretion be returned to the athlete's National Federation at the end of the competition season.

5.4.2 Any equipment utilised in a breach of the UIPM Competition Rules or this Code may be confiscated by a Competition Jury.

5.5 Suspension from Membership

A Member in serious breach of this Code may be suspended from membership for a period for up to four years.

CHAPTER VI. – ORGANS AND JURISDICTION

6.1 Disciplinary power under this Code is exercised in first instance at the request of the UIPM Executive Board which shall appoint a Committee of up to 3 persons ('the **Committee**') who shall all be independent of the events in dispute (but who may be members of the Executive Board) to address them on such terms as the Executive Board prescribes.

6.2 Appeals against disciplinary decisions of the Committee may be made to the UIPM Court of Arbitration.

CHAPTER VII. – UIPM COURT OF ARBITRATION

7.1 Composition

The UIPM Court of Arbitration is an independent institution made up of one or three arbitrators ('the **Panel**'). The Panel shall comprise three arbitrators unless the parties agree to proceed with one. One of the Panel must have at least 7 years post qualification legal experience.

7.2 Arbitrators, Seat of arbitration

7.2.1 Each Member has the right to nominate two arbitrators to be included in a list of arbitrators eligible to the UIPM Court of Arbitration for each individual case. The nominations are to be sent by registered mail to the UIPM Secretary General.

7.2.2 The UIPM Secretary General shall keep a list of arbitrators to be updated and provided to Members every year on the first working day of January.

7.2.3 The seat of the UIPM Court of Arbitration is Monaco. The place of hearing of the arbitration shall be at the absolute discretion of the Panel. The applicable law of the arbitration shall be agreed by the parties and in default of agreement determined by the Panel as having the most appropriate connection with the dispute.

7.3 Competence

UIPM Court of Arbitration has jurisdiction:
a) to arbitrate controversies arising out between UIPM and any Member;
b) to arbitrate controversies between Members;
c) to decide on appeals against penalties imposed by the Committee;
d) to decide on appeals against decisions of executive boards of Continental Confederations.

7.4 Establishing the Panel

In a case involving a 3 person panel each party shall nominate one arbitrator. If a party fails to make an appointment within 10 days of notice of a claim, the other party may seek the appointment of the second arbitrator by the UIPM Secretary General. The appointed arbitrators shall agree on a President. If they do not reach an agreement within 10 days from the date of the appointment of the second arbitrator the President shall be appointed by the President of the ICAS Lausanne on the motion of a party or either arbitrator.

CHAPTER VIII. - PROCEEDINGS FOR THE UIPM COURT OF ARBITRATION

8.1 As regards an appeal against a decision of the Committee the following provisions shall apply.

8.2 Either party may seek to appeal any final decision of the Committee but an Appeal may only be brought with permission from the Committee and if permission is refused from the Panel.

8.3 Within 21 days of notification to the parties of the Committee's decision the party wishing to appeal ('the **Appellant**') must notify the Committee, the Panel and the UIPM Secretary General in writing of his wish to appeal and must set out in reasonable detail why the decision of the Committee was wrong.

8.4 The Panel shall consider whether to grant permission to appeal part or all of the Committee's decision taking into account the nature, importance and prospective viability of the issues sought to be raised on appeal, the availability of any fresh evidence not previously produced through no fault of the Appellant, and all other relevant factors.

8.5 As regards all other matters the following provisions apply.

8.6 Any claimant must lodge his claim with the UIPM Court of Arbitration in writing by registered letter to the UIPM Secretary General.

8.7 All claims must set out briefly their nature and the facts relating thereto and must include notice of the appointment of an arbitrator. The UIPM Secretary General must promptly inform on the claim the other party to the dispute.

8.8 The Panel may have regard to and apply such of the UIPM Procedural Rules set out below as are appropriate to the case.

8.9 In their decisions, the Panel may have regard to UIPM Statutes, this Code and any other applicable UIPM Rules.

8.10 In case of necessity the President of the Panel is authorised to decide upon provisional or conservatory measures.

8.11 Appeals against decisions of the UIPM Executive Board or of a relevant decision of a Continental Confederation have no suspensive effect.

8.12 The UIPM Court of Arbitration's decisions with reasons in writing are to be transmitted to both parties to the controversy by registered mail within 14 days of their issue.

8.13 The UIPM Court of Arbitration may also rule on the costs of the proceedings. Upon filing of the arbitration request, the claimant shall pay a fee of USD 300, without which the UIPM Court of Arbitration shall not proceed. Upon formation of the Court, the President of the UIPM Court of Arbitration shall fix, subject to later changes, the amount and the method of payment of the advance costs.

8.14 Appeal against decisions of the UIPM Court of Arbitration may be filed with the Court of Arbitration for Sports (CAS), Lausanne.

CHAPTER IX. - EXEMPTION FROM LIABILITY

9.1 Anyone acting in good faith in operating the Code (including the Executive Board, any Committee and any Panel and their members) is exempt from any liability for claims in respect of their actions.

CHAPTER X. - ENTRY INTO FORCE

10.1 This Code replaces the UIPM Disciplinary Rules and enters into force when adopted by UIPM General Assembly.

UIPM

ANNEXES

Annex 1 - UIPM Procedural Rules

1. Where a breach of the Code is alleged the following Rules shall apply unless and to the extent that it is agreed or is just to adopt a different approach.

2. The parties to the process are called 'the Applicant' and 'the Respondent'.

Objective

3. The over-riding objective of these Rules and of the process is to provide UIPM with procedures to determine disciplinary complaints and related issues in a fair, flexible, appropriate and proportionate manner.

4. To this end the Committee may waive any formal requirements and procedures established by these Rules if and to the extent that it is just to do so and shall at all times regulate their procedure so as to comply with their overriding objective. In particular, the Committee may dispense with any requirement in respect of notices, the formal evidence of witnesses, service of documents, or as to time, if and to the extent it is just to do so.

5. Hearings held in connection with competitions may be conducted by an expedited process depending on the circumstances of the case.

6. The parties have to be granted a timely, fair and impartial hearing. The parties may waive their right to a hearing.

Finality

7. Committee decisions are final and binding on the parties and may not be challenged other than by appeal to the UIPM Court of Arbitration.

Procedure

8. Every allegation of a breach of the Code (hereinafter a 'Complaint') shall be:
    a. Made promptly and, unless there are circumstances which the Committee accepts justify delay, within 30 days of the underlying events
    b. Made in clear terms in writing setting out in reasonable detail the matters and breaches alleged so that the Respondent may know the nature of the Complaint.
    c. Supported by a written statement, signed and verified by the Applicant, and if appropriate by supporting written statements, addressing the substance of the Complaint at a length and in detail proportionate to the matters in issue and provided to the Respondent and the Committee.

9. Unless otherwise directed all notices and communications to the Committee shall be sent by hard copy and e-mail to the UIPM Secretary General.

Preliminary consideration of a Complaint

10. On receipt of a Complaint the Chairman of the Committee shall promptly determine whether it falls within the jurisdiction established by the Code, and whether a prima facie case is

established. If in the Chairman's opinion the Complaint is inadmissible, or no prima facie case is established, the Chairman may dismiss the Complaint in writing without hearing the Respondent.

11. If in the Chairman's opinion the parties should be given the opportunity of making representations as to whether a prima facie case is established, the Chairman shall arrange for service of a copy of the Complaint upon the Respondent inviting representations in writing within 14 days, and after considering the same the Chairman shall decide whether a prima facie case is established.

Service of the Complaint

12. If the Complaint passes preliminary consideration, the Applicant shall arrange for service of a copy of the Complaint on the Respondent, whom shall provide a detailed written response and rebuttal, if any, within such time as the Committee considers appropriate.

13. If it appears to the Committee that the Complaint requires amendment, the Committee may at any time permit an amendment. If in the opinion of the Committee the amendment would cause undue prejudice, the Committeel may refuse the amendment or allow the amendment granting an adjournment of the hearing or giving other directions on such terms as to costs or otherwise as the Committee thinks fit.

14. No Complaint may be withdrawn without the consent of the Committee.

Directions

15. The Committee may at any time give such directions as it thinks appropriate for the conduct of the hearing of the Complaint.

16. On receipt of the Respondent's response the Committee shall consider whether an oral hearing of the Complaint is appropriate, and if so shall fix the time, day and place for the hearing, and give notice thereof to the parties. In considering the timing of the hearing the Committee may take into account whether other proceedings may arise from the subject matter of the Complaint and if so whether any postponement until the conclusion of such proceedings is appropriate.

17. The Committee may require the parties to attend or contribute to a directions hearing (which may be by video link, telephone conference or otherwise as convenient) to facilitate the giving of directions and the hearing of the Complaint, and may communicate with the parties in any appropriate manner, including e-mail.

18. The Committee may at any time require the parties to supply such further information, documents and copies thereof as it thinks fit.

19. If it appears to the Chairman of the Committee that the hearing may involve specialist evidence, or has elements which are complex or difficult, he may, with or without holding a directions hearing, issue on behalf of the Committee an order for directions setting out a timetable for the exchange or sequential provision of information and evidence, witness statements or summary

written arguments so that the hearing may be expeditious, properly conducted and fair. If appropriate the Committee may make similar orders during a hearing.

20. Unless the Committee directs otherwise each party shall provide the Committee and every other party at least 7 days before the day fixed for the hearing of the Complaint with a paginated copy of the documents on which that party intends to rely.

Open hearings

21. The Committee shall direct when the Complaint shall be heard and establish a timetable for the hearing. It shall be in private, provided that any other Member of UIPM may attend through a representative but not participate.

Adjournment

22. The Committee may of its own motion or at the request of any party adjourn or postpone any hearing on such terms as it thinks fit.

23. Where anyone appearing before a Panel is or is likely to be subject to other proceedings arising from the circumstances the subject of the Complaint, the Committee shall decide whether it is right to proceed. If it does not proceed to hear the case and adjourns the matter until the conclusion of the other proceedings, it may impose a temporary suspension on the Respondent. Before so doing so the Committee must first give the Respondent an opportunity to make representations about temporary suspension.

The hearing

24. The Panel may shorten or extend time limits and regulate its procedures according to the requirements of each case. It need not adhere to strict or any rules of evidence but has the power to receive all information and materials to enable it to reach a just decision.

25. In the discretion of the Panel:
    (a) A tape recording of the proceedings may be made. If so a copy of such recording shall be supplied to any party to the proceedings who requests one within 3 months of the hearing and reimburses the cost of supply.
    (b) The Panel may itself make or order that a note or transcript of the proceedings be taken. Any third party transcriber shall if required supply to any party to the proceedings a copy of the transcript of the proceedings on reimbursement of the cost.

26. The parties may be accompanied by and conduct their respective cases through a friend or adviser, whether legally qualified or not. The Committee and/or the Panel (as applicable) may have its legal adviser present at any hearing and may take advice as to or after the hearing.

27. The standard of proof is on a balance of probabilities bearing in mind the seriousness of the matters alleged.

28. The Committee and/or the Panel (as applicable) may refer to any previous proceedings. The fact, terms, and facts underlying any conviction, finding, sentence, determination, or judgment by any Court, Panel or Tribunal shall be admissible as prima facie proof of any fact.

29. If any party fails to attend in person or be represented at the hearing, the Committee may on being satisfied such party had notice of the hearing proceed to hear and determine the Complaint in his absence.

Procedure at the hearing

30. The Respondent will be asked whether the Complaint is accepted. In making any order, the Committee and/or the Panel (as applicable) is entitled to take into account the Respondent's attitude to the Complaint and the timing of its disclosure.

31. In the event that the Complaint is contested the Applicant or his representative will open the case and call any witness(es) or produce the evidence to establish the Complaint.

32. It is the duty of the parties to notify their witnesses of the hearing date and venue and to arrange their attendance.

33. If at the conclusion of the Applicant's case there is a case to answer the Respondent will be given the opportunity to open his case, to give evidence, and to call such relevant witnesses as he wishes.

34. Subject to the control of the Committee any witness may be examined, cross-examined or re-examined on relevant matters.

35. After the parties have adduced their evidence the Applicant may summarise his case.

36. Thereafter the Respondent may summarise his case: the Respondent has the right to the last word.

37. The Committee will retire and consider its decision.

In the event the Complaint is established

38. If the Committee finds the Complaint admitted or established it shall:
    a. Inform the Respondent (and subsequently provide short written reasons on request).
    b. Give the Respondent the opportunity to speak and adduce evidence in mitigation, and if appropriate, in respect of costs.

39. No one else may address the Committee as of right but the Panel may seek such further information as it requires from any person.

40. The Committee will retire and consider the appropriate decisions and orders.

41. The Committee and/or the Panel (as applicable) may announce its decisions and orders at the conclusion of the hearing or in due course in writing or otherwise as convenient to the Committee. In any case the Committee will deliver its decisions within three months of the conclusion of the process.

42. The Committee and/or the Panel (as applicable) may make, and publish in such manner as it thinks fit, including on the UIPM website, such decisions and orders as meet the justice of the case.

43. The UIPM Secretariat will retain a record of all decisions and orders of the Committee and/or the Panel (as applicable).