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UIPM CODE OF ETHICS

CHAPTER I
LEGAL BASIS & 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.olympic.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.

c) Acting corruptly;

d) 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;

e) 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;

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

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

h) Unsporting conduct;

i) Violating the principles of fair play;

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

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

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

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

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

o) Breach of the UIPM Statutes, the UIPM Rules on...
Internal Organisation, the UIPM Betting and Anti-Corruption Rules, the UIPM Election Rules, any other Rules of the UIPM as well as for offences against resolutions of UIPM bodies;

p) Improperly influencing the result of any UIPM election or violating the UIPM Election Rules;

q) Breach of the relevant requirements for participants’ safety, wellbeing and medical care;

r) 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).

s) Any of the following events considered as animal abuse under the FEI General Regulations:

(i) To excessively whip or beat a horse;

(ii) To subject a horse to any kind of electric shock device;

(iii) To use spurs excessively or persistently;

(iv) To jab the horse in the mouth with the bit or any other device;

(v) To compete using an exhausted, lame or injured horse;

(vi) To abnormally sensitise or desensitise any part of a horse;

(vii) To leave a horse without adequate food, drink or exercise;

(viii) To use any device or equipment which causes excessive pain to the horse upon knocking down an obstacle or failing in any manner in the competition.

2.2 For the avoidance of doubts, a conflict of interest is defined as any personal, professional or financial relationship, including relationships of family members that could influence or be perceived to influence objectivity when representing or conducting business or other dealings for or on behalf of UIPM. Family members include a spouse, parent, child or spouse of a child, sibling, spouse of a sibling, cohabiting companion or any other individual with a significant familial or familial-like relationship.

Conflicts must be avoided whenever practicable. However, conflicts may be linked to experience and expertise that is necessary to represent UIPM in its governing bodies as well as in competitions and events.

2.3 The appearance of impropriety can be as damaging as actual impropriety to the UIPM’s reputation. As a result, compliance with this Code will avoid, to the fullest practicable extent, both the perception and incidence of improper situations. A substantial appearance of a conflict of interest exists whenever an individual involved in any capacity with UIPM is involved in or perceived to be involved in multiple interests, one of which could possibly influence, or is perceived to influence the motivation for an act in the other.

2.4 At least every other year and more often as necessary, UIPM President, each UIPM Executive Board member, Member of a Committee or a Commission, other member of a body or group designated by any of the former to act on behalf of or advise UIPM (including but not limited to working groups and task forces), and senior UIPM employees (“UIPM Representatives”) must disclose any conflict by submitting the appropriate form to the UIPM Secretary General. Senior UIPM employees are department heads or anyone exercising substantially similar decision-making discretion. Such template is attached hereto as Annex 2. On an annual basis, prior to their appointment, and more often as necessary, UIPM Officials (a person appointed by UIPM or by an Organising Committee and/or NF to perform a specifically defined officiating duty at an UIPM Event such as judges, veterinaries and doctors) are also requested to provide a signed copy of the declaration attached hereto as Annex 3. The Secretary General must submit a copy of the appropriate form to the President.

2.5 Any UIPM Representative with a conflict of interest with respect to a given person or concern must:

2.5.1 Disclose the interest to the Secretary General, who shall have the authority to either:

a) approve or disapprove the relationship if with respect to an employee other than the Secretary General;

b) refer the matter to the UIPM Executive Board for evaluation by the UIPM Disciplinary Panel;

2.5.2 Not be present during or participate in any formal or informal discussions related to the relationship between UIPM and the person or concern unless and until notified by the Secretary General or the UIPM Disciplinary Panel; and

2.5.3 Not be present during any discussion and abstain from voting and from influencing the vote on any matter related to the person or concern.

The Secretary General may disclose decisions
taken under 2.51(a) or 1(b) above in the interest of transparency.

2.6 If a conflict of interest involves the Secretary General, the matter shall be referred to the UIPM Disciplinary Panel by the UIPM President.

2.7 For the avoidance of doubt and to avoid any appearance of impropriety, UIPM Representatives shall abstain from voting and from influencing the vote on any matter related to the country of which they hold citizenship or to Athletes representing the same country.

CHAPTER III
COOPERATION

3.1 Anyone 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 Disciplinary Panel may make
(viii) An order for payment of the costs of and incidental to the Disciplinary Panel 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 dopped 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 “Disciplinary Panel”) 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 Disciplinary Panel 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 “Court”). The Court shall comprise three arbitrators unless the parties agree to proceed with one. One of the members of the Court 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 Court. The applicable law of the arbitration shall be agreed by the parties and in default of agreement determined by the Court 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 Disciplinary Panel;

d) to decide on appeals against decisions of executive boards of Continental Confederations.

7.4 Establishing the Court

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
CHAPTER VIII
PROCEEDINGS FOR UIPM COURT OF ARBITRATION

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

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

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

8.4 The Court shall consider whether to grant permission to appeal part or all of the Disciplinary Panel’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 Court 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 Court may have regard to UIPM Statutes, this Code and any other applicable UIPM Rules.

8.10 In case of necessity the President of the Court 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 Disciplinary Panel and any Court 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.
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 Disciplinary Panel 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 Disciplinary Panel 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 Disciplinary Panel 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 Disciplinary Panel 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 Disciplinary Panel.

9 Unless otherwise directed all notices and communications to the Disciplinary Panel 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 Disciplinary Panel 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 Disciplinary Panel considers appropriate.

13 If it appears to the Disciplinary Panel that the Complaint requires amendment, the Committee may at any time permit an amendment. If in the opinion of the Disciplinary Panel the amendment would cause undue prejudice, the Disciplinary Panel 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 Disciplinary Panel thinks fit.

14 No Complaint may be withdrawn without the consent of the Disciplinary Panel.

Directions

15 The Disciplinary Panel 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 Disciplinary Panel 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 Disciplinary Panel 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 Disciplinary Panel 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 Disciplinary Panel 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 Disciplinary Panel 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 an order for directions setting out a timetable for the exchange of information and evidence, witness statements or summary written arguments so that the hearing may be expeditious, properly conducted and fair. If appropriate the Disciplinary Panel may make similar orders during a hearing.

20 Unless the Disciplinary Panel directs otherwise each party shall provide the Disciplinary Panel 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 Disciplinary Panel 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 Disciplinary Panel 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 Disciplinary Panel 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 Disciplinary Panel must first give the Respondent an opportunity to make representations about temporary suspension.

The hearing

24 The Disciplinary Panel and/or the Court (as applicable) 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 Disciplinary Panel or the Court (as applicable):

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 Disciplinary Panel or the Court (as applicable) 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 Disciplinary Panel and/or the Court (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 Disciplinary Panel and/or the Court (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 Disciplinary Panel 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 Disciplinary Panel and/or the Court (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 Disciplinary Panel 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 Disciplinary Panel will retire and consider its decision.

In the event the Complaint is established

38 If the Disciplinary Panel 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 Disciplinary Panel as of right but the Court may seek such further information as it requires from any person.

40 The Disciplinary Panel will retire and consider the appropriate decisions and orders.

41 The Disciplinary Panel 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 Disciplinary Panel and/or the Court (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 Disciplinary Panel and/or the Court (as applicable).
ANNEX 2 | CONFLICT OF INTEREST DISCLOSURE STATEMENT

1. Do you or a member of your immediate family transact business with or provide services to UIPM, one of its National Federations, an organiser of UIPM events, and/or a sponsor of UIPM Events? Please list the relevant entities or persons below and describe the dealings. If none, please state “none”.

________________________________________________________________________________________

2. Are you or a member of your immediate family an officer, partner, director, trustee, owner (in the case of public companies, of at least 5% of total equity), beneficial owner, consultant or employee of any person or entity that does business with or provides services to UIPM, one of its National Federations, an organiser of UIPM events, and/or a sponsor of UIPM events? Please list the relevant entities or persons below and describe the dealings. If none, please state “none”.

________________________________________________________________________________________

3. Is there any other relationship or matter not disclosed above that might be perceived to compromise your obligations to UIPM or its National Federations, competitors, owners, organisers, officials and/or sponsors? If none, please state “none”.

________________________________________________________________________________________

I have read and understood the UIPM Code of Ethics and certify that the answers to the questions above are complete and fully reflect any conflicts of interest as defined in there. I understand that this document must be submitted at least every other year, in even numbered years, to UIPM Secretary General and that I have a responsibility to update it as often as necessary in the interim should my circumstances change. Refusal to provide the requested information, failure to timely update such information or provision of incomplete information is a violation of the policy and may result in removal from the Executive Board, Committee, Commission or other relevant body including but not limited to working groups or task forces or employment.

Name ______________________________________________________ Signature __________________________________________________

UIPM Position ______________________________________________ Date and place ______________________________________________
ANNEX 3 | UIPM OFFICIALS DISCLOSURE STATEMENT

As a UIPM Official I undertake to respect all UIPM Rules and Regulations at all times, and in particular the UIPM Code of Ethics and the UIPM Code for the welfare of horses.

I am aware that I am a representative of UIPM while officiating at any UIPM Event (hereinafter the “Event/s”). I am also conscious of my role as an authority and of the associated obligation to have adequate knowledge of the principles of the sport and the relevant UIPM Rules and Regulations, and to apply them at all times in a fair and consistent way.

I will fulfil all UIPM requirements (including maintaining the necessary qualification) relevant to each Event to which I am appointed.

While I am officiating:

• I will act in an appropriate and respectful manner towards humans and animals, paying constant attention to their safety and I will carry out all duties in a professional manner.
• I will refrain from consuming alcohol and I will not use any substances and/or medications that would impair my judgement.
• I will not compete at the Event.
• I will be willing to answer the questions of stakeholders (including but not limited to athletes, coaches, organisers or horse owners and my colleagues). I will take the time to politely and objectively explain my decisions where possible.
• I will be familiar with all the relevant UIPM Rules and Regulations and will be well prepared for every Event.
• I will cooperate with the Organiser of the Event and with my colleagues.
• I will be punctual and dress appropriately.

I commit to avoid any actual or perceived conflict of interest. A conflict of interest is defined as any personal, professional or financial relationship, including relationships of family members that could influence or be perceived to influence objectivity when representing or conducting business or other dealings for or on behalf of UIPM.

I will maintain a neutral, independent and fair position towards athletes, coaches, organisers or horse owners and other officials. Financial and/or personal interests will never influence my officiating duties and I will spare no effort to avoid any such perception.

I will not engage in nationalistic judging.

Activities that lead or may lead to a conflict of interest when officiating at an Event include but are not limited to:

• Being responsible/co-responsible for selecting teams and/or individuals or training Athletes within a NF present at the Event, if the teams and/or individuals participate in a competition falling within the level and age group of the authority of the Official.
• Being in a situation of financial dependence or gaining financial profit from participating athletes, coaches, organisers or horse owners (excluding any payment(s) permitted under the UIPM Rules and Regulations, such as per diems). The same rule applies with regard to National Federations or other organisations involved in the Event, if the dependence exceeds a regular employment. Employees of participating National Federations cannot act as President of the Jury, President of the Appeal Committee, Medical Delegates, Veterinary at UIPM International Events, World Cup Finals, World Championship and Continental Championships.
• Having a close personal relationship with an Athlete competing in a competition that I am officiating at.
• Being the Owner/part-Owner of a horse taking part in a competition that I am officiating at.
• Having recently treated a horse competing in an Event that I am officiating at.

On becoming aware of a potential Conflict of Interest I undertake to promptly notify the UIPM Secretary General (or where the conflict only arises and/or is identified on-site, the President of the Technical Committee) of any of the above or other possible conflicts of interest or circumstances that may be perceived as such. Conflicts must be avoided whenever practicable. However, conflicts may be linked to experience and expertise that is necessary to qualify Officials.

In the course of my duties or when representing the UIPM, I will refrain from making any public statements, including to the media or in social media, that might cause harm to the UIPM or to modern pentathlon sport in general. This includes statements that might create a perception of bias.

I will not place bets on Athletes competing at UIPM Events or otherwise receive any financial or other gain as a product of a particular result.

I am fully aware that the breach of any obligation assumed under the UIPM Code of Ethics and/or any breach of the UIPM Rules and Regulations may lead to sanctions as stipulated in the UIPM Rules.

Name ______________________________________________________ Signature ______________________________________________________

UIPM Position ________________________________________________ Date and place ________________________________________________