

**ASIA RUGBY  
CODE OF CONDUCT  
(INCORPORATING THE ASIA RUGBY'S CONFLICT OF  
INTEREST POLICY)**

**1. INTRODUCTION/OBJECTIVES**

This Code of Conduct is read in conjunction with regulation 4 of the Asia Rugby Football Union Limited Regulations.

The Asia Rugby Code of Conduct ("Code") has been introduced to achieve a number of objectives. These include the following:

- a) To ensure that the policy and decision-making procedures of Asia Rugby and its associated companies, partners and consultants continue to be implemented professionally, in an objective, transparent and accountable manner;
- b) To reaffirm the commitment and obligation of Members of Council, the Executive Committee, other Asia Rugby Committee Members, agents, consultants and advisors to act in the best interests of Asia Rugby in accordance with Asia Rugby's objectives and policy and not their own interests or the interests of a particular Union or Unions;
- c) To implement a standard policy for the identification, declaration, registration and management of Conflicts of Interest;
- d) To provide a further deterrent against conduct, behaviour or practices that are prejudicial to the interests of Asia Rugby and/or the game.
- e) To provide a further deterrent against conduct, act or behave could bring the game in disrepute.

**2. PERSONS COVERED BY THE CODE**

All Members of the Council, Executive Committee, Members of any other Asia Rugby Committee (standing or otherwise), Asia Rugby Member Associations, Unions, Federation (as may be appropriate), agents, consultants and advisors to Asia Rugby ("Covered Persons") are bound by and required to comply with the provisions of the Code.

**3. RESPONSIBILITIES OF COVERED PERSONS**

Covered Persons hereby undertake:

- a) To act in the best interests of Asia Rugby at all times and to take all steps to assist Asia Rugby in achieving its objectives and the effective implementation of Asia Rugby policy;
- b) Not to engage in any conduct, behaviour or practice(s) including, without limitation, making statements that may be prejudicial to the interests of Asia Rugby or any other

Person, administrator, official or Member National Governing Body of Asia Rugby or any commercial partner of the game;

- c) Not to engage in any conduct, behaviour or practice(s) including, without limitation, providing false or misleading information about Asia Rugby's activities or organisational matters to Asia Rugby or any other Person, administrator, official or Member National Governing Body of Asia Rugby or any commercial partner of the game;
- d) Not to engage in any conduct, behaviour or practice(s) which may bring Asia Rugby, the game or any other Person, administrator, official or Member National Governing Body or any commercial partner of the game into disrepute;
- e) At all times to conduct themselves in a professional manner commensurate with their position within Asia Rugby structure and/or their relationship with Asia Rugby;
- f) Not to disclose information entrusted to them in confidence or obtained as a result of their position and/or their connection with Asia Rugby and/or the game;
- g) Not to disclose information in a way that may damage the reputation of Asia Rugby or any Person, administrator, officer or Member Union, or the game and/or any commercial partner of the game;
- h) Not to commit or be responsible for and/or party to any form of discrimination including, without limitation, on the basis of race, colour, sex, ethnic origin, religion, philosophical or political opinion or other grounds;
- i) Not to do anything which is likely to intimidate, offend, insult or humiliate any person on the grounds of their religion, race, colour or ethnic origin, or philosophical or political opinion;
- j) Not to harass or exploit any person on any grounds be it physical, mental, professional or sexual;
- k) To act with due care and diligence in the discharge of their functions for and on behalf of Asia Rugby;
- l) To comply with the Asia Rugby Conflict of Interest policy set out in Section 4 of the Code;
- m) Not use their position and/or any knowledge or information obtained therefrom for personal and/or other gain/benefit;
- n) Not accept hospitality, either personally or for persons accompanying them, whether relatives or otherwise, that is excessive and/or exceeds the standards prevailing in the country concerned and which falls outside of the Gifts and Entertainment Policy (set out in Appendix Two);

- o) Not to accept gifts other than gifts of nominal value in accordance with prevailing local customs (which may be given or accepted as a mark of respect or friendship). For the avoidance of doubt, gifts of a monetary value of €125/£100/USD200 or over should be declared and surrendered in accordance with the Gifts and Entertainment Policy (set out in Appendix Two);
- p) Not to give gifts or favours of any kind where this might appear designed to improperly influence others; and
- q) Generally, not to accept goods or services which are intended to or which may influence or affect judgement in the conduct of Asia Rugby affairs.

#### **4. THE ASIA RUGBY CONFLICT OF INTEREST POLICY**

Conflicts of Interest undermine the credibility of a decision-making process and bring into doubt the merits of decisions taken. Accordingly, all Covered Persons are obliged to adhere to the Asia Rugby Conflict of Interest Policy set out in Appendix 1 of the Code. In addition, each Union in membership of Asia Rugby shall comply with the provisions of this Code. Each Union shall adopt this Code or develop and apply a code for application in its Union on terms that are substantially compliant with the terms hereof and further ensure that each of its members comply with its provisions.

#### **5. DUE PROCESS**

- a) An alleged breach or breaches of the Code by a Covered Person, including the Conflict of Interest Policy, shall be investigated by an Executive Committee member, or a nominee(s) ("The Designated Official"). The Designated Official(s) shall have full discretion as to the procedures adopted when investigating an alleged breach or breaches of this Code. In circumstances where The Designated Official or his nominee(s) believes that a breach or breaches of the Code may have been committed by a Covered Person then The Designated Official, or his nominee(s), may through the Judiciary Committee Chairman, or his designee, refer the matter to a Judicial Officer or Judiciary Committee for adjudication.
- b) During the investigation of an alleged breach or breaches of the Code by a Covered Person, including the Conflict of Interest Policy, the Covered Person will be relieved from all official duties until the Judicial Officer or Judiciary Committee has determined closed.
- c) In circumstances where an alleged breach or breaches of the Code may have been committed by a Covered Person with the support, knowledge or assistance of a Union and/or a Union representative, then such Union and/or Union representative, may also be subject to disciplinary proceedings, whether pursuant to this Code, the Bye-Laws, or the Asia Rugby Regulations Relating to the Game.
- d) Subject to Section 6 of this Code, the Judicial Officer or Judiciary Committee (as the case may be), shall have full discretion as to the procedures adopted and as to what evidence he may require when dealing with an alleged breach or breaches of the

Code. He may require The Designated Official that undertook the investigation to provide written representations and/or be in attendance at any hearing in respect of the case that he investigated. The Judicial Officer and/or Judiciary Committee shall be entitled to be assisted by a legal advisor.

- e) The Judicial Officer and/or Judiciary Committee will not be bound by judicial rules governing the procedure or the admissibility of evidence. However, proceedings must be conducted in a fair manner with a reasonable opportunity for the Covered Person and/or Union and/or Union representatives (as the case may be), to understand the case against them and to present their own case either in person or with the assistance of a legal advisor including the production of evidence.
- f) If the Judicial Officer or Judiciary Committee determines that a breach the Code has been committed, then he shall be entitled to impose such penalty as he thinks fit, including, but not limited to the following:
  - i. a caution, warning as to future conduct, reprimand, financial penalty;
  - ii. suspension from Membership of the Council, Executive Committee, other Asia Rugby Committee;
  - iii. expulsion from Membership of the Council, Executive Committee, other Asia Rugby Committee;
  - iv. Unions may be subject to expulsion and/or suspension from Asia Rugby and/or withdrawal of other benefits of Membership of Asia Rugby, including, but not limited to, the right to apply to host international tournaments and receipt of grants;
  - v. such other penalty as may be appropriate in the circumstances and/or any combination of the above penalties.
- g) The decision of the Judicial Officer or Judiciary Committee shall be communicated to the Covered Person, Union or Union Representative as the case may be as soon as reasonably practicable. The decision of the Judicial Officer or majority decision of the Judiciary Committee adjudicating on the matter (as the case may be) shall be binding on notification to the Covered Person, Union or Union Representative. Asia Rugby shall also be notified.
- h) A Covered Person, Union or Union Representative who is found to have committed a breach or breaches of the Code, shall have the right to appeal against the finding and/or sanction imposed. Asia Rugby through the Executive Committee or a designated member thereof shall also be entitled to appeal against the decision of a Judicial Officer or Judiciary Committee. Any penalties imposed shall remain effective pending the termination of the Appeal.
- i) To be valid, any appeal against a decision of a Judicial Officer and/or Judiciary Committee pursuant to this Code, must be lodged with the General Manager / Chief

Executive Officer of Asia Rugby, or his designee, in writing (including without limitation via e-mail or facsimile) within 48 hours of the notification of the decision of the Judicial Officer or Judiciary Committee to the Covered Person, Union or Union Representative (as the case may be). The written appeal shall set out the grounds of appeal.

- j) If a Covered Person, Union or Union Representative lodges an appeal, then the matter will be referred to an Appeal Committee, who shall adjudicate on the case as soon as reasonably practicable. The appeal will be dealt with in the most convenient location, having regard to the Covered Person(s), Union(s) and/or Union representatives involved. The appellant shall have the right to attend any hearing of the appeal, produce evidence and be legally represented.
- k) The procedure to be adopted in relation to the appeal shall, subject to Section 6 of this Code, be determined at the discretion of the Chairman of the Appeal Committee that will adjudicate on the appeal. The Appeal Committee will determine the basis on which the appeal will proceed, including the standard of review and may, at its discretion, hear the whole or any part of the evidence given before the Judicial Officer or Judiciary Committee as it considers appropriate. The Appeal Committee may hear and receive such further evidence as it thinks fit, provided that it is established by the appellant that such evidence was not on reasonable enquiry available at the time of the original adjudication by the Judicial Officer or Judiciary Committee.
- l) If an appellant appeals against a sanction alone or otherwise, the appellant may request, or the Appeal Committee Chairman may determine, that the Appeal can be dealt with without the need for a hearing in person. In such circumstances, the appellant shall be entitled to make submissions in writing, supplemented where necessary by representations via a video or telephone conference call. The Appeal Committee does not have to meet in person before it arrives at its decision on the appeal provided that it has a reasonable opportunity to consider the relevant submissions.
- m) In exercising its jurisdiction, the Appeal Committee shall be entitled to dismiss the appeal or quash, suspend, vary or increase any decision and/or penalty appealed against.
- n) The decision of the Appeal Committee shall, as soon as reasonably practical, after the conclusion of the appeal, be notified in writing to the appellant and other relevant parties. The majority decision of the Appeal Committee shall be effective immediately on notification to the appellant and shall be final and binding.

## **6. GENERAL PROCEDURES IN RELATION TO CASES INVOLVING A BREACH OF THE CODE**

- a) The standard of proof on all questions to be determined by Judicial Officers, Judiciary Committees and Appeal Committees shall be the balance of probabilities.
- b) Judicial Officers, Judiciary Committees and Appeal Committees shall be entitled to receive such evidence as they think fit (including evidence in writing), notwithstanding that the evidence may not be legally admissible. However, Judicial Officers, Judiciary

Committees and Appeal Committees shall be concerned to obtain first-hand evidence from parties involved and shall be careful to afford any hearsay evidence only such weight as is appropriate.

- c) Questions of witnesses shall be put through the Judicial Officer, Judiciary Committee Chairman or Appeal Committee Chairman, as the case may be.
- d) Judicial Officers, Judiciary Committees and Appeal Committees shall be entitled to publish, as they think fit, reports of their proceedings, findings and penalties, provided such publication is through Asia Rugby.
- e) Judicial Officers, Judiciary Committees and Appeal Committees shall have absolute discretion in imposing orders as to the payment of costs in relation to any proceedings under these disciplinary rules.
- f) Judicial Officers, Judiciary Committees and Appeal Committees shall be entitled to adjourn and/or postpone proceedings.
- g) The non-attendance by a party at a hearing in respect of which that party has received notice, shall not prevent the matter being dealt with in the that party's absence.
- h) The disciplinary procedures pursuant to this Code, findings or decisions of Judicial Officers, Judiciary Committees and/or Appeal Committees shall not be quashed or invalidated by reason or any defect, irregularity, omission or technicality, unless such defect, irregularity, omission or technicality raises a material doubt as to the reliability of the findings or decisions of these bodies and results in a miscarriage of justice.
- i) For the avoidance of doubt, Asia Rugby shall have the right to be represented, and shall be entitled through its nominated representative to make submissions during any proceedings conducted by, Judicial Officers, Judiciary Committees or Appeal Committees.

## **7. MISCELLANEOUS**

- a) Asia Rugby may from time to time revise this Code.
- b) Any matter(s) not provided for in this Code shall, in the first instance, be referred to the Judicial Panel Chairman who shall determine how such matter(s) are to be dealt with as he sees fit.
- c) The Code and Conflict of Interest Policy is a live document and is construed and shall be subject to change in accordance with the United Arab Emirates law.

**APPENDIX 1**  
**CONFLICT OF INTEREST POLICY**

1. All Covered Persons must comply with this Conflict of Interest Policy. A breach of the Conflict of Interest Policy shall be deemed to be a breach of the Code and dealt with accordingly.
2. A Conflict of Interest arises in any situation where a person has a private or personal interest that is, or may be sufficient to appear to be, in conflict with the objective exercise of that person's official Asia Rugby duties and/or obligations owed to Asia Rugby.
3. Conflicts of Interest cannot be allowed to taint the activities/decisions of Covered Persons. Such activities and decisions must be taken and/or carried out on an entirely objective basis and situations in which a Covered Person's other interest and/or relationships could adversely influence their judgement or the manner in which they perform their functions and duties for Asia Rugby must be avoided.
4. Conflicts of Interest can be either actual or apparent. An actual Conflict of Interest arises where a person's personal, professional and/or private interests do, in fact, conflict or compete with the way in which they perform their official Asia Rugby duties.
5. An apparent Conflict of Interest arises where a person's personal, professional or private interests appear, or may appear, to influence the objective exercise of that person's official Asia Rugby duties, even though the person may not be influenced in this way.
6. It is not possible to define or describe all circumstances in which a Conflict of Interest, actual or apparent, may arise. However, the following situations provide a non-exhaustive list of Conflicts of Interest that all Covered Persons shall avoid. Covered Persons shall:
  - a) not engage in any activity directly or indirectly and/or own an interest in any entity that competes with the existing, planned and/or potential interests of Asia Rugby;
  - b) save in accordance with the provisions of the Code, not own or have any ownership interests, either directly or indirectly in any entity that provides goods or services to Asia Rugby;
  - c) not solicit or obtain for themselves or relatives, friends or any other person, a material benefit of any kind from his association with Asia Rugby;
  - d) not accept gifts or benefits of any kind or fail to declare gifts or benefits of any kind where such gifts and/or benefits would or may conceivably appear to improperly influence the Covered Person in the performance of his duties for Asia Rugby;
  - e) not engage in any conduct, activity or take any other action not expressly referred to in this Conflict of Interest Policy, where the Covered Person's interest may compete or appear to compete or conflict with the interests of Asia Rugby.

7. For the avoidance of doubt, Covered Persons are personally responsible for all decisions in relation to receipt of gifts and for avoiding the risk of damage to public confidence in Asia Rugby.

### **Register of Interests**

8. All Covered Persons shall subscribe to a Register (a Conflicts of Interest Register) to be maintained by Asia Rugby, disclosing any interest or benefit of whatever nature, whether direct or indirect which he has had, may have or expect to have in relation to the activities, business or affairs of Asia Rugby to include, without limitation:
  - a) Contracts or arrangements proposed to be entered into between Asia Rugby and the Covered Person or any person, firm or company with whom the Covered Person is associated;
  - b) Any directorship of a company or any partnership or any other profit, salary or fee earning activity not covered under (a) above;
  - c) Any arrangement made, proffered or contemplated in consequence of his holding a position as a Covered Person within Asia Rugby with any third party (for this purpose, benefit includes financial support or allowance or advantage);
  - d) Any benefit which a Covered Person receives from a sponsor of or donor to Asia Rugby and/or any other Member Union, either personally or on behalf of a third party;
  - e) And/or any other arrangement, relationship or contract which may constitute a Conflict of Interest;

### **Declaration/Management of Interests**

9. As well as the Registration of Interests, it is necessary to manage and/or declare interests as they arise.
10. It is important to recognise that interests that are not pecuniary can also amount to conflicts of interest. Friendship, membership of an association, society, trusteeship and many other kinds of relationship can sometimes influence (or be seen to influence) decision making and judgements and give an impression that personal motives are involved. In order to determine whether a Conflict of Interest exists, it is appropriate to consider whether a reasonable person viewing the relationship objectively, would be of the opinion that a person motives may be influenced by the relationship. If such reasonable person considered that a Conflict could be present, or there is any doubt, the Interest should be disclosed.
11. The procedure set out below is designed to allow for the effective declaration and management of interests (whether recorded on the Register of Interests or otherwise). In meetings and/or discussions, as soon as possible and practicable, the following procedure shall be applied:

- a) Any Covered Person must declare any interest apparent or otherwise in matters to be discussed. The meeting or other persons involved in the discussion should require the Covered Person to leave the room/discussion at that stage;
- b) In the absence of the Covered Person(s), the meeting and/or others involved in the discussion, will decide whether the Covered Person may, notwithstanding the declared interest, take part in the consideration or discussion or voting on any question relating to the matter in which the Covered Person has declared an interest. The Council, Committee concerned, meeting or others involved in the discussion shall be entitled to impose a condition that the Covered Person(s) who has declared the interest may take part in the meeting, discussions or otherwise but may not vote on any question relating to the matter affected by the interest and/or impose such other conditions as it sees fit. However, if a person has a financial interest in the transaction and/or decision, that person should not, in any event, be entitled to vote or participate in the discussions/deliberations;
- c) If the meeting or those involved in the discussion decide that the Covered Person may take part in the consideration and discussion on the matter concerned, the Covered Person shall be entitled to re-join the meeting and/or discussion. For the avoidance of doubt, the procedures adopted in relation to the management of Conflicts of Interest, should be fully minuted;
- d) Where a Covered Person becomes aware in advance of a meeting that they may have an interest in matters discussed at that meeting, the Covered Person shall notify the chairman of the committee. The chairman will at the start of the meeting report any such notification(s) received and further shall remind Members of their obligation to make a declaration of any interest that they may have in matters to be discussed.

### **Guidelines on the Implementation of the Declaration/Management of Conflicts of Interest**

- 12. It is important that Conflicts of Interest are properly identified and managed. However, it is not necessary to declare an interest that is too remote or insignificant that could not reasonably be regarded as having in any way influenced a Covered Person in the discussion or voting of an issue. To do so, would impede the effective administration of Asia Rugby business. However, if in doubt, an interest should be declared and the responsibility to do so rests with the individual Covered Person.
- 13. Conflict of Interest should be declared as soon as practicable after they have arisen and/or the Covered Person becomes aware of such conflict.

**ANNUAL CONSENT, REGISTRATION AND DECLARATION OF INTERESTS**

I, [ ], confirm that I have read the Code incorporating the Conflict of Interest Policy and I understand my duties and obligations under the Code and Conflict of Interest Policy. I further confirm my agreement to be bound by the provisions of the Code and Conflict of Interest policy and decisions made pursuant to the Code and Conflict of Interest Policy.

I hereby confirm and declare that, save as disclosed herewith, neither I, nor any person with whom I have had a personal business or compensated professional relationship is engaged in any transaction or any activity or in any relationship that may represent a competing or Conflict of Interest as defined and/or described in the Conflicts of Interest Policy.

(a) Do you have a Conflict of Interest? YES / NO

If YES, please describe the Conflict of Interest below (continue on a separate sheet if necessary).

I understand and accept that if I breach the Conflict of Interest Policy and/or Code and/or I have failed to provide all other relevant information in this form and/or the information that I have provided is incomplete or inaccurate, then I and/or my Union and/or Regional Association (as the case may be) may be subject to sanctions.

I further understand that if there is a change in circumstances that affects the accuracy of this declaration, then I must notify Asia Rugby immediately, and that if I fail to do so, I and/or my Union and/or Regional Association (as the case may be) will be subject to sanctions.

Signature: .....

Print Name: .....

Position: .....

Date: .....

**APPENDIX TWO  
ASIA RUGBY  
GIFTS AND HOSPITALITY POLICY**

**INTRODUCTION**

**1. Responsibility for the Policy**

The Chief Executive is responsible for this Policy which has been approved by the Asia Rugby Executive Committee.

**2. Application**

Asia Rugby and each of its Working Committees (“**Asia Rugby**”) expects the highest standards of conduct from all those who represent it, including executive committee, consultants, directors, council members and committee members (“**Asia Rugby Representatives**” or “**you**”).

Asia Rugby operates on an international basis, it is and you are therefore subject to various anti-bribery/corruption laws. Asia Rugby has introduced this Policy to assist you in complying with your anti-bribery/corruption related obligations and to promote the highest standards of business integrity.

You agree to be bound by this Policy as a pre-condition to doing any business for and on behalf of Asia Rugby. It is therefore very important that you read this Policy carefully.

**3. Dual roles**

Asia Rugby recognises that you may have roles and responsibilities outside of Asia Rugby, particularly if you have a role with a rugby stakeholder such as a Member Union. You may therefore receive gifts and hospitality entirely unconnected with Asia Rugby but connected to a different rugby stakeholder. If you are acting in an Asia Rugby capacity and/or on Asia Rugby business, you should follow the reporting and other obligations in this Policy. If not, you should follow the reporting and other obligations which are relevant to the third party.

**4. Clarity and further guidance**

If you are unclear about any of your obligations, you should seek further guidance from any of the following prior to carry out the action you are unsure of:

- Chief Executive
- Asia Rugby Executive Committee
- Chairman of the relevant Asia Rugby Working Committee

The Appendix contains some Key Principles which you should consider for guidance on the application of the Policy.

## **PRACTICAL IMPLEMENTATION**

### **5. Register**

Asia Rugby's gifts and hospitality register (the "**Register**") is kept centrally by the Chief Executive's Office. Where this Policy requires you to record gifts or hospitality in the Register, you are responsible for ensuring the details are recorded as soon as reasonably practicable (and in any event within a week of the relevant reporting obligation arising) and that your report is accurate.

Asia Rugby will undertake a quarterly review of the Register and a copy of the Register will be provided in the annual anti-bribery report to Exco.

### **6. Breaches**

Any breaches of this Policy will be dealt with very seriously by Asia Rugby and could lead (amongst other things) to:

- i. disciplinary action (in accordance with your employment or service contract),
- i. the prevention of holding a certain office or position with Asia Rugby, or
- ii. in extreme circumstances Asia Rugby or you being charged with a criminal offence.

If you consider that an Asia Rugby Representative is not complying with this Policy, you should consult with and inform the Executive Committee or Chief Executive.

### **7. Amendments to this Policy**

Asia Rugby reserves the right to amend this Policy at any time and will draw your attention to any changes as soon as reasonably practicable.

## **GIFTS**

### **8. Receiving gifts**

As a general rule, gifts from third parties should not be accepted (and should be returned to the third party with an explanation to the effect that it is not Asia Rugby policy to accept gifts), except where:

- it is of nominal value; or
- it would be ungracious or otherwise difficult not to accept (but note that the risks of accepting such gift (i.e. whether such action could amount to a bribery offence) should always be weighed against the risks of not accepting the gift); or

- it would be disproportionate to return the gift (i.e. the costs and effort involved would outweigh the value of the gift); or
- you have otherwise determined that the gift is acceptable in light of the Key Principles, in particular, that the gift has not been given to you with any intention of influencing your decision making process (e.g. as to whether to obtain or retain business), or to influence you in exercising your function improperly,

and, in each case, you must ensure that you comply with the procedures set out in Section 10 below.

Money **may never** be accepted under any circumstances.

## 9. Giving gifts

The giving of gifts to third parties is discouraged unless there is a clear business objective. When determining whether it is appropriate to give a gift to a third party, consideration should always be given to the Key Principles and in particular, that you are not intending to give the gift with any intention of influencing the recipient’s decision making process (e.g. as to whether to obtain or retain Asia Rugby’s business), or to influence them in exercising their function improperly.

All gifts should fall within an Asia Rugby budget and you must ensure that you comply with the procedures set out in Section 10 in respect of all gifts that you intend to give to third parties.

Money may never be given under any circumstances.

## 10. Procedures for the giving or receiving of gifts

Gift	Procedure for receiving gift	Procedure for giving gift
Gift of nominal value ( <b>up to €125/£100/USD200</b> ) (e.g. diaries, pens, items of apparel/kit etc.)	No requirement to record in Register and no approval required.	Ensure that there is budgetary sign off prior to giving the gift.
Gift in excess of <b>€125/£100/USD200</b> (e.g. expensive bottles of wine/ champagne or spirits, hampers and other expensive presents)	Where inappropriate to return/refuse the gift, you may accept on the condition that you: <ul style="list-style-type: none"> <li>• record the gift in the Register; and</li> <li>• surrender the gift to Asia Rugby (Chief Executive’s Office) which will be disposed of at the Chief Executive’s discretion (e.g. charitable and/or</li> </ul>	You may only give such gift if you have received the prior written approval of the Chief Executive. You must then record the gift in the Register.

	corporate social responsibility purposes)	
<b>Gifts with</b> a cumulative value in excess of €1,250/£1,000/USD2,000	You must not continue to receive nominal value gifts from the same third party (or connected parties to the third party) which over a reasonable timeframe have an excessive value. Any cumulative gifts of this nature should be surrendered the Asia Rugby (Chief Executive Officer) and record in the register.	You may only give such gifts if you have received the prior written approval of the Chief Executive and they are within a Asia Rugby budgetary authority or the Administration and Finance Committee. You must then record the gifts in the Register.

## **HOSPITALITY**

### **11. Hospitality Principles**

Hospitality encompasses all forms of entertaining, including for example but without limitation, attendance at rugby matches/other sporting events, non sports related corporate hospitality and meals/drinks.

Asia Rugby recognised that giving and receiving of hospitality is often inherent in roles carried out by Asia Rugby Representatives. Nevertheless, Asia Rugby expects Asia Rugby Representatives to use their judgment in determining whether the giving or receiving of hospitality is appropriate considering the Key Principles and to follow the procedures set out below.

### **12. Hospitality must be “reasonable and proportionate”**

Further guidance regarding what is considered to be “reasonable and proportionate” is set out in the Appendix.

Any hospitality that is considered under this Policy to be “reasonable and proportionate” may be accepted or offered without any prior authorisation and does not need to be recorded in the Register.

Any hospitality which is not considered to be “reasonable and proportionate” under this Policy should be politely declined or not offered unless the following paragraph applies.

If you believe that there is a genuine business reason to accept an/or give hospitality which goes beyond what may be considered under this policy to be “reasonable and proportionate” then prior written approval should be sought from the Chief Executive Officer in advance of giving and/or receiving such hospitality where circumstances allow.

If: (i) It is not possible to pre-authorise the giving and/or receiving of such hospitality; and/or (ii) Permission is given to accept such hospitality, then it must be recorded in the Register.

## **14.Meals**

The receiving of any gift (including drinks) which is known to be in excess of €175/£150/USD 200 per person must be recorded in the Register. If you are aware in advance that the offer of any meal (including drinks) will be in excess of this value, you must obtain the prior written authorisation of the Chief Executive Officer before accepting the relevant invitation.

You must ensure that any offer you make to provide a meal (including drinks) is reasonable and proportionate. if you know in advance that the offer is likely to be in excess of €175/£150/USD 200 per person you must seek the prior authorisation of the Chief Executive Officer. Any meals (including drinks) that you have prior provided on Asia Rugby's behalf in excess of €175/£150/USD 200 per person must be recorded in the Register

**APPENDIX  
KEY PRINCIPLES**

**1. Overview**

To assist you with your understanding and implementation of this Policy, Asia Rugby draws your attention to the following “**Key Principles**” and related guidance which should be considered on each occasion that you are intending to give or receive a gift or hospitality:

Anti-bribery/corruption laws are designed to protect the integrity (including the perception thereof) of Asia Rugby. They are not intended to ban the provision or receipt of gifts and hospitality by Asia Rugby Representatives in the usual course of business and which are:

- Reasonable and proportionate;
- Transparent;
- Clearly connected with the legitimate business in case;
- Not intended to improperly influence the recipient; and
- Not reasonably seen as compromising the personal judgement and integrity of the Asia Rugby Representative.

**2. Reasonable and proportionate**

You should interpret these words on their ordinary meaning

The following examples are a non-exhaustive list of hospitality that would **not** be considered by Asia Rugby to be either reasonable or proportionate:

- Overnight accommodation for a hospitality event (unless it is not practicable to travel to, or back from the relevant hospitality event on the same day).
- Free travel (in particular air fares) alongside a hospitality invite, unless of incidental value (such as a shuttle to/from a venue and the public transport system).
- An invite to multiple days of the same event.
- Multiple invites from or offered to the same third party (or connected parties to that third party).

<b>Key Principles Guidance</b>	<b>Practical scenarios</b>
<p><i><b>Intention</b></i> – gifts and hospitality should never be given if they are intended to influence the recipient to perform his or her function improperly (e.g. as to whether to obtain or retain business). Note that this Policy does not prevent you from giving or receiving gifts and hospitality where the intention of giving or receiving the gift/hospitality is to establish or maintain close business relationships or improve or maintain Asia Rugby’s image and reputation for example, and which in each case complies with this policy</p>	<p>A bottle of champagne worth £50 is given to you by a potential host union one week before you are due to announce the results of a hosting process. You should not accept this because it could be viewed as intending to influence your decision on the outcome of the hosting process.</p> <p>You are invited to the Abu Dhabi Grand Prix with a UAE based law firm which currently advises Asia Rugby. This is acceptable in principle given that the intention is to maintain a close working relationship. However, depending on whether or not the</p>

	<p>hospitality being offered is “reasonable and proportionate”, you may still need to record this on the Register and/or obtain prior approval.</p> <p>You tale two directors of an official partner of the Asia Rugby Sevens Series Tournament out for dinner following the signing of the official partner’s commercial agreement. Provided the value is “reasonable and proportionate”, this is acceptable given that the contract process has concluded, and you are note intending to influence the outcome of the contract negotiations.</p>
<p><b>Timing</b> – when is the gift or hospitality being given? If the gift or hospitality is being offered before the award of a contract or during a host tender process for example, it is more likely to be inferred that there was an intention to improperly influence the recipient.</p>	<p>An Asia Rugby Representative offers a potential Asia Rugby Championship sponsor tickets to an event, on the condition that they sign the sponsorship contract in the next week. This offer should not be made because it is being made prior to the finalisation of the contract and could be construed as intending to influence the outcome of the negotiations.</p> <p>A team of Asia Rugby Executive Committee take out few members of a host union for drinks to celebrate the completion of a hosting agreement for the Asia Rugby Women’s Sevens Series. Given that the contractual negotiations have completed this is acceptable in principle, provided that the hospitality is “reasonable and proportionate”.</p>
<p><b>Transparency</b> – is the gift or hospitality being concealed? Are you required to record the gift or hospitality in the Register?</p>	<p>You and two of your colleagues are invited to an expensive restaurant by one of your media partners. The CEO of the company asks you not to tell your boss. You should politely decline the offer and explain that Asia Rugby has a transparent culture around the giving and receiving of gifts and hospitality and it is not something you would be comfortable to conceal.</p>
<p><b>Reasonable and proportionate/self-awareness</b> – how would the giving or receiving of the relevant gift or hospitality look if it became public (i.e. would it appear disproportionate and lavish)?</p>	<p><b>Acceptable</b>  You send a £300 hamper to an official partner of the Asia Rugby Sevens Series following the signing of the official commercial partner’s commercial agreement. The value of the contract is</p>

When assessing whether a gift or hospitality is “reasonable and proportionate”, it is key to consider the value or number of the gifts/hospitality being offered in light of:

- the value of any deal/contract that is connected to the gift or hospitality being offered;
- the number of people who have been involved with the relevant company/deal/contract; and
- the number of hours spent working on a particularly matter/burden of work involved.

£500,000 so in principle this gift is proportionate, but you should obtain the prior written approval of the Chief Executive and record this in the Register.

You are asked to attend a one day meeting abroad by a member union which is due to start at 8am and finish at 8pm. You are offered economy class flights and two nights’ accommodation (plus reasonable meal expenses). Given the proposed length of the meeting it is reasonable to accept overnight accommodation and flights for attending a business meeting (as opposed to a hospitality event).

### **Unacceptable**

A team of 10 Asia Rugby consultants/employees are invited to a concert with one of the Asia Rugby Championship production companies. There were only four employees working on the contract negotiation/project implementation process.

Rugby World Cup tickets worth £10,000 are given to a supplier whose contract is only worth £20,000.

You are asked to attend a two-day meeting. You are offered five nights’ accommodation.

You are offered overnight accommodation for an event from which you can be reasonably expected to travel home.

You are offered an all-expenses paid trip (including flights, accommodation and meals) to watch a 3-day golf tournament being played in the host country where the next Rugby World Cup is being played.

You are taken out for three expensive meals with your accountants during a fortnightly audit process.

**Hosting process/tenders** – hosting tender processes relating to Asia Rugby events and other contractual tender processes are particularly sensitive periods during which gifts and hospitality should never be given or accepted unless there are exceptional circumstances and you receive prior written approval from the Chief Executive Officer. This is because any gifts or hospitality offered during these periods are more likely to be interpreted as an attempt to influence the outcome of the relevant tender process.

**Non-solicitation** – gifts and hospitality should never be solicited from third parties.

**Who is giving or receiving the gift or hospitality** – if a **foreign public official**, prior written approval must be given by Chief Executive Officer (as applicable)

The Chief Executive Officer may give a blanket pre-approval in certain circumstances, such as the invitation of ambassadors to matches at venues in which their country is playing.

Gifts and hospitality given and received must be consistent with the policy of the applicable third-party organisation.

**Asia Rugby  
Gift and Hospitality Declaration Form**

**Introduction**

Please submit all forms to the Chief Executive Officers' office:

Please surrender all gifts in excess of €125/£100/USD200 along with this form (or if this is not practicable to do so please liaise with the Chief Executive Officers' office to confirm how and when the gift will be surrendered).

Please refer to Asia Rugby's gift and hospitality policy for full details of your reporting obligations.

**Personal Details**

If handwritten, please complete in CAPITALS

Name	
Asia Rugby Position	

**Gift or Hospitality Details**

If handwritten, please complete in CAPITALS:

Date of gift /hospitality:	
Received from / Given to:	
Value of gift/hospitality. State if unknown.	
Details:	

Business reason:	
Gift in excess of €125/£100/USD 200 surrendered with Form	Y/N  If no, please confirm arrangements made with CEO's Office to surrender.

**Approval**

This form must be countersigned by the Chief Executive if:

- You give a gift with a value in excess of €125/£100.
- You give cumulative gifts with a value in excess of €1,250/£1,000.
- There is a business reason to accept and/or give hospitality that might otherwise not be considered under the Policy to be “reasonable and proportionate”.
- You receive or offer a meal (including drinks) which is in excess of €175/£150 per person.

**I confirm that I have submitted this Form in accordance with the Gifts and Hospitality Policy:**

---

**Signed** **Date**

---

**Approved by Chief Executive Officer** **Date**