BIATHLON INTEGRITY UNIT CONFIDENTIAL SOURCE POLICY



BIATHLON INTEGRITY UNIT CONFIDENTIAL SOURCE POLICY

TABLE OF CONTENTS

1. INTRODUCTION	3
2. KEY TERMS USED IN THIS POLICY	3
3. CONFIDENTIAL INFORMATION MANAGEMENT PROCESS (CIMP)	4
4. RIGHTS AND RESPONSIBILITES	4
5. COMMUNICATIONS	6
6. PROTECTION MEASURES	6
7. SUPPORT AND REWARDS FOR CONFIDENTIAL SOURCES	7
8. VETTING PROCEDURES AND SANCTIONS	8
9. PRIVACY AND SECURITY	9
10. CONTACT PERSONS UNDER THIS POLICY	9
11. PRIVACY AND SECURITY	9
ANNEX 1: CIMP PROCESS AND CHART	10
ANNEX 2: WHISTLEBLOWER AGREEMENT	13

1. Introduction¹

- 1. In accordance with Article 26 of the Constitution of the International Biathlon Union (IBU), the IBU was required to adopt and maintain a comprehensive IBU Integrity Code (Integrity Code), and establish and maintain the Biathlon Integrity Unit (BIU).
- 2. The purpose of the BIU is to ensure all of Biathlon's stakeholders have confidence that ethical issues in the sport will be addressed independently and expertly whilst doing so accordingly.
- 3. The BIU handles all integrity-related matters in Biathlon, including anti-doping, ethical breaches, betting-related issues and any kind of result manipulation. The Integrity Code enables investigations to be carried out and violations to be sanctioned by the BIU. All these measures ensure that the IBU complies with its obligations under the World Anti-Doping Code, the IBU Constitution and the IBU Rules.
- 4. The BIU is also responsible for handling any type of information, which may relate to wrongdoing within the sport, with the confidential source and intelligence gathering process outlined within this Confidential Source Policy (Policy). The use of confidential sources and intelligence gathering are considered to be one of the most effective means of maintaining the ethical standards and integrity of the sport of Biathlon for all Participants.
- 5. This Policy was established by the BIU in order to gather and assess confidential information and work with confidential sources. This Policy outlines the procedure by which any individual involved at any level of the sport can make a Disclosure to the BIU on any suspected wrong-doing or illegal or unethical conduct or activities of persons within the BIU's jurisdiction and under the scope of the Integrity Code.
- 6. This Policy was approved by the BIU Board on [Insert date] and applies to all activities conducted by the BIU's Intelligence and Investigations Department.
- 7. The Head of BIU will review this Policy annually to ensure it reflects evolving best practice. BIU encourages stakeholders to give feedback on the Policy by contacting the contact person mentioned in Section 10 of this Policy.

2. Key terms used in this policy

Confidential Source: a physical or legal person that has made a Disclosure to BIU, whether they are considered an Informant or a Whistle-blower

Disclosure: any report of misconduct or provision of information related to a potential misconduct through BIU's reporting channels. A Disclosure can be done anonymously by any Confidential Source.

Informant: a physical or legal person making one or more Disclosures to BIU.

Misconduct: any alleged breach of the Integrity Code.

Respondent: a physical or legal person identified in a Disclosure who/which is alleged to have breached the Integrity Code.

Whistleblower: an Informant that entered into a Whistleblower Agreement (Annex 2) with BIU. Such agreement enables Whistleblowers to formally acknowledge their rights and responsibilities and to be granted additional protections.

Whistleblower Handler: a BIU staff member who has been entrusted with the management of a Whistleblower.

¹Unless specified otherwise, capitalised terms used in this Policy have the meanings given to them in the Integrity Code.

3. Confidential information management process (CIMP)

- 1. The BIU is fully committed to the well-being of Informants and Whistle-blowers and ensuring that the confidential source and intelligence gathering process is as secure and as non-in-trusive as possible.
- 2. For the purposes of this Policy, the BIU shall process any Disclosure according to the Confidential Information Management Process set out in Annex 1.
- **3**. A Disclosure by the Confidential Source may fall under one or more of the following headings (this list is not exhaustive):

a) Criminal activity (ranging from child welfare (indecent images) to sexual harassment and fraud);

b) Illegal performance enhancing activities (Doping) or support of Doping (Anti-doping-rule-Violations);

c) Covering up a wrongdoing, such as fabricating anti-doping test results, supporting cheating or committing a breach of the Integrity Code.

d) Bullying, breach of the IBU Code of Conduct or discrimination;

e) Betting, bribery, corrupt conduct, inside-information and match/event fixing;

f) Danger to health and safety e.g., coercion of an athlete to train against medical advice or conducting an unsafe practice;

g) Damage to the environment;

h) A miscarriage of justice (for example, if you are aware of a failure of the Biathlon disciplinary system where an individual is subject to a sanction but is innocent of the action);

i)Unauthorised disclosure of confidential information;

j) Equality incident (for example, if you are aware of an individual not being given the same opportunity as another individual due to their gender, violation of the IBU Gender Equality Policy); or

k) Conduct likely to damage the reputation of the IBU and/or BIU, an individual and/ or the sport.

4. Rights and responsibilites

4.1 Informants, Whistleblowers, Respondents and the BIU each have rights and/or responsibilities under this Policy.

4.2 Informant

4.2.1. An Informant may:

a) Seek protection of his/her identity and against any retaliation in accordance with Section 6;

b) Obtain advice from the BIU before deciding to make a Disclosure;

c) Make a Disclosure to the BIU through the reporting mechanisms provided by the BIU;

d) Receive an acknowledgement of receipt of a Disclosure, when possible;

e) If eligible, receive assistance benefits or other supports in accordance with Section 7 of this Policy;

f) Receive notification of the decision whether Whistleblower status has been granted in a timely manner and, where possible, justification for the decision;

g) Participate in interviews with the BIU at no cost to him/her, when deemed necessary by the BIU.

4.2.2. An Informant shall:

a) Make any Disclosure in good faith, on reasonable grounds and with an honestly held belief that it is accurate;

b) Not make any malicious or knowingly false Disclosure as it could result in a tampering violation in accordance with Article 2.5 of the Integrity Code;c) Refrain from putting him/herself or any third party in danger or at risk of

reprisals by any means as a result of the Informant's Disclosure and inform the BIU without delay if it is believed that it is the case; d) Give accurate information to the BIU at all times and upon request from the BIU, clarify information or provide additional information.

4.3 Whistleblower

4.3.1. A Whistleblower, in addition to any rights an Informant has, may:a) Be offered Whistleblower protection measures and rewards, subject to the terms of the Whistle-blower Agreement;

b) Seek advice from a designated BIU staff member on any concerns during the investigation process;

c) Receive updates of how the investigation is progressing on a case-by-case basis;

d) Be notified of the final outcome and findings related to the Whistle-blower's Disclosure, if deemed appropriate by the BIU;

e) Upon request and if appropriate, be given a summary briefing of the investigation upon conclusion of investigation;

f) Remain in contact with the BIU after an investigation is closed for any matter related to the Disclosure;

g) Terminate the Whistleblower Agreement at any time, effectively losing Whistle-blower status.

4.3.2. A Whistleblower, in addition to any responsibility an Informant has,shall: a) Comply with the terms and conditions of the Whistleblower Agreement;

b) Not commit any violations of the Integrity Code or behave in a way that could undermine or prejudice any ongoing or future investigations;c) Seek approval from the BIU prior to taking any action related to any ongoing or future investigations;

d) Take steps to protect his/her identity in accordance with the Whistleblower Agreement;

e) Maintain strict confidentiality of the investigation at all times, even after its conclusion. Should a breach of confidentiality occur, immediate termination of the Whistleblower Agreement will occur and the Whistle-blower status will be revoked.

4.4 Respondent

4.4.1. A Respondent may seek protection of their identity until such time as Misconduct is proven, and relevant proceedings have been concluded and any charge upheld.

4.4.2. A Respondent will benefit from a presumption that the Misconduct has not occurred.

4.5 Biathlon Integrity Unit

4.5.1. The BIU may, subject to applicable laws:

a) Refer any information received from a Confidential Source to the appropriate sport's governing body and/or integrity authority to sanction the Respondent in accordance with the applicable rules;

b) Refer any information received from a Confidential Source to relevant national and international law enforcement or other regulatory authorities, where deemed appropriate;

c) In accordance with Article 2.5 of the Integrity Code, refer any malicious or knowingly false Disclosures to the sports governing body with authority to sanction the person who made such Disclosure;

d) Seek additional information from a Confidential Source, when needed;

e) Assess whether the Whistleblower status can be granted to an Informant;

f) End the investigation process and terminate the Whistleblower Agreement in accordance with the termination clause of such Agreement.

4.5.2. The BIU shall:

a) Make adequate arrangements to ensure effective implementation of this Policy;

b) Where it refers information obtained under this Policy to an external authority or other relevant party, the BIU shall advise recipients of their responsibilities with respect to this information, including their responsibility to protect the rights of the parties to a Disclosure;
c) Establish a secure and safe means of communicating with Confidential Sources;

d) Ensure that any information provided by Confidential Sources, in any form, is securely stored.

5. Communications

- 5.1 Confidential Sources will be given advice and when necessary, access to a secure means of communicating with the BIU;
- 5.2 At all times, all communication involving the exchange of information related to a Disclosure shall be documented securely within the BIU's database;
- 5.3 Where reasonably practicable, any intelligence exchanges with any party outside of the BIU will be via encrypted means and will satisfy the <u>International Standard</u> for the Protection of Privacy and Personal Information (ISPPPI).

6. Protection measures

6.1 Protection identity and confidentiality

6.1.1 The BIU ensures that the identities of Confidential Sources are safeguarded and remain confidential at all times. It will never be shared outside the BIU unless it is authorised in writing by the Confidential Source or if it is required by law.

6.1.2 Before an investigation report or any information about a case is shared outside of the BIU, the BIU will review all relevant documents to ensure they do not present a risk to any Confidential Source(s). The Head of the BIU has final say on all issues related to Confidential Source security.

6.1.3 The BIU strongly recommends that all Confidential Sources consult with the BIU prior to engaging in any activity which could risk exposing their identity to the public. If a Confidential Source willingly exposes his/her identity to the public, the BIU will not be able to continue to protect his/her identity.

6.2 Protection against retaliation

6.2.1 The BIU will not tolerate any retaliation against a Confidential Source, whether directly or indirectly, including dismissal, suspension or demotion, loss of opportunities, boycotts, punitive transfers, reductions in or deductions of wages, harassment or other punitive or discriminatory treatment.

6.2.2 Should a Respondent find out or guess the identity of a Confidential Source and should the BIU reasonably believe that Respondent has engaged in an act of retaliation, the BIU may pursue legal opportunities to halt and prevent further acts of retaliation, where appropriate, with the support of reliable stakeholders and/or relevant law enforcement authorities. A prerequisite for receiving this protection is on the basis that the Whistle-blower provides consent for the BIU to reveal her/his identity to the applicable authority.

6.3 External legal assistance

6.3.1 The BIU may provide Whistleblowers with external legal assistance depending upon the specificities of the Whistleblower's situation.

6.3.2 If granted, BIU shall cover the costs of this assistance up to a reasonable amount decided by the BIU on a case-by-case basis.

6.4 **Physical protection**

6.4.1 The BIU cannot provide physical protection to a Whistleblower and their family. However, if the BIU determines that that a Whistleblower is in danger, the BIU will assist, where appropriate, in raising and addressing this matter with the support of reliable stakeholders, and/or relevant law enforcement authorities on the condition that the Whistleblower gives consent for the BIU to reveal her/his identity to the applicable authority.

7. Support and rewards for confidential sources

7.1 Substantial assistance benefits

7.1.1 A Confidential Source who is asserted to have committed a breach of the Integrity Code may be eligible to avail from the benefits of Substantial Assistance.

7.2 Financial/Material assistance

7.2.1 The BIU may, at its sole discretion, provide appropriate levels of material and financial assistance to a Confidential Source as compensation for expenses, for harm or loss as a direct result of the act of disclosing misconduct, and/or for services rendered on behalf of the BIU.

7.2.2 The BIU will assess evidence available before determining if such assistance should be provided.

7.2.3 If assistance is provided, such assistance and the details of what was provided, must remain confidential, unless the Head of the BIU gives consent to the Confidential Source to disclose it.

7.2.4 In accordance with proper Confidential Source management standards, the BIU will retain a record of all financial assistance/compensation within its secure database.

7.3 Financial reward

7.3.1 Upon a Whistleblower's specific request, the BIU may, at its sole discretion, decide to grant a financial reward to a Whistle-blower in appreciation of their support in aiding the protection of the integrity of the sport of Biathlon.

7.3.2 Such a request will only be considered upon conclusion of any investigation or disciplinary, criminal, professional or other proceedings in relation to an alleged Misconduct/violation of the Integrity Code.

7.3.3 When considering a financial reward, the BIU will assess if the information provided by the Whistleblower is sufficient for the BIU, or any other appropriate authorities, including law enforcement, other regulatory and disciplinary bodies, to constitute a significant assistance in building a case against a Respondent that would lead to charges and/or sanctions.

7.3.4 In the process of granting a financial reward, the BIU also considers and decides at its sole discretion on disbursement and level of the reward, including the amount and means of disbursement, taking into consideration factors such as the quality of the information provided, the general assistance and behaviour of the whistle-blower throughout the process, the Whistle-blower's personal situation and the situation of the Whistleblower's family.

7.3.5 Any financial reward provided is subject to confidentiality by all parties.

8. Vetting procedures and sanctions

8.1 **Procedures for handling inaccurate, misleading, or malicious disclosures**

8.1.1 The BIU ensures that a routine vetting process exists for all Confidential Source information for credibility, consistency, and accuracy.

8.1.2 The BIU regularly corroborates all Confidential Source information through opensource intelligence, external and internal databases, partner information, and other confidential sources.

8.1.3 Should the BIU discover that a Confidential Source's information is inaccurate, misleading, or malicious, the BIU will perform a thorough review of the Confidential Source file and may classify all information reported from that source as questionable.

8.2 Sanctions arising from knowingly false Disclosures of Misconduct

8.2.1 Where it becomes apparent that a Confidential Source has made a malicious Disclosure or a knowingly false Disclosure, any existing Whistleblower relationship and Whistleblower Agreement will be terminated immediately.

8.2.2 Any other Confidential Source rights outlined in this Policy will be revoked.8.2.3 The investigation of the alleged Misconduct following the Confidential Source's Disclosure will be closed.

8.2.4 In accordance with Article 2.5 of Chapter D of the Integrity Code, false Disclosuresmay constitute tampering.

8.3 Sanctions arising from confirmed violations

8.3.1 Consequences resulting from confirmed violations of the Integrity Code shall be pursued in accordance with Article 10 of Chapter D of the Integrity Code.

8.3.2 The consequences include, but are not limited to, disqualification, ineligibility, fines, and repayment of prize money.

8.3.3 The BIU may if appropriate, refer the case to law enforcement, regulatory or any other professional disciplinary bodies.

8.3.4 Respondents that become the subject of an Integrity Code violation investigation will be notified.

8.4 Sanctions arising from retaliation

8.4.1 If the BIU reasonably believes that a Respondent has engaged in an act of retaliation against a Confidential Source, the BIU will provide such information to the relevant organisation to pursue charges under Article 2.11 of Chapter D of the Integrity Code against the Respondent.

8.4.2 Consequences include, but are not limited to, disqualification, ineligibility, fines, and repayment of prize money.

8.4.3 In addition to sanctions under a violation of Article 2.11 of Chapter D of the Integrity Code, the BIU will pursue legal opportunities to halt and prevent further acts of retaliation, where appropriate, with the support of reliable stakeholders and/or law enforcement, regulatory or any other professional disciplinary bodies.

9. Privacy and security

9.1 Electronic Data

9.1.1 The operational data of the BIU – i.e., data that is used to support the CIMP activities, including personal data – will be stored within a secure and encrypted environment and entirely separate from the IBU database or other databases.

9.1.2 Access to such data will be strictly limited in accordance with Article 14.6 of Chapter D of the Integrity Code and the ISPPPI.

9.2 Evidence

9.2.1 In accordance with Article 3.2 of Chapter D of the Integrity Code, any kind of reliable means may be accepted as evidence.

9.2.2 All physical evidence is identified, assessed, recorded, and annexed to the relevant case file.

All physical evidence originating from Confidential Sources will be kept within a dedicated safe, with access limited to BIU staff members and the Head of the Integrity Unit.

9.3 Privacy

9.3.1 Personal information that the BIU receives, uses or shares in connection with its confidential source and information program will be handled in accordance with the BIU's reporting system via the following reporting mechanisms:

- Via email to: info@biathlonintegrity.com or online form as provided at Education – Anti Corruption - Biathlon Integrity Unit;

- Via Reporting Hotline – Biathlon Integrity Unit;

- Via secure WhatsApp or Signal message: 0043 664 1922 810;

- Via telephone (secure, recorded voicemail service) by calling:

+43 662 85 50 50 16 to speak to a member of staff or leave a confidential message;

- Via post to Biathlon Integrity Unit - Sonystrasse 20, 5081 Anif b. Salzburg, Austria;

- In person as appropriate.

10. Contact person under this policy

Should any enquiries arise about this Policy, do not hesitate to contact Greg McKenna via email at greg.mckenna@biathlonintegrity.com or by phone at the following number: +43664 192 2810.

11. Policy review

11.1 This Policy will come into effect from [Insert date].11.2 A new version shall come into effect on the date specified by the BIU after such review and update if necessary.

Approved on	
Approved by	
Next review on	

Annex 1: CIMP process and chart

Step 1: Disclosure of Misconduct

Any member of the public can make a Disclosure of alleged Misconduct, and de facto become an Informant that benefits from protections granted under this Policy. After a Disclosure of Misconduct is submitted, the writer will receive an acknowledgement of receipt and may be called upon to answer further questions. Informants are welcome to contact the BIU directly through the reporting mechanisms outlined in section 9 of this Policy to seek further advice prior to making a formal disclosure.

Step 2: Information Assessment

All Disclosures of alleged Misconduct received are assessed by the BIU, a process that requires trust between both parties. The BIU evaluates the accuracy of the information, the Informant's motivations for disclosing the information, and whether the alleged Misconduct falls within the scope of the Integrity Code. As part of assessing the Disclosure, the BIU may engage in a fact-finding process, which could involve further communications with the Informant who has to make him/herself available to answer follow up questions. If the Informant has made an anonymous Disclosure, the BIU will perform an assessment based upon the initial information only.

Step 3: Virtual or In-Person Interview

The final stage of the information assessment process involves a virtual or in-person interview if appropriate. Informants are encouraged to make themselves available to address the following subjects: their motivations for disclosing the alleged Misconduct, their access to the information provided (first-hand, second-hand or other), their relationship with the Respondent(s) and any concerns including their security they may have with regards to their Disclosure to the BIU.

The BIU retains the answers to interview questions within the Unit's secure database.

Step 4: Transfer for Investigation

Following the above-mentioned steps, if the BIU deem that the case falls within its remit, a case file will be opened, and the matter will be transferred internally within the BIU or externally to a partner sport's governing body, an appropriate professional body, or a criminal authority for further investigation and recording of any intelligence relevant to the case.

Step 5: Whistleblower Status Granted

When does an Informant become a Whistleblower?

An initial interview allows the BIU to assess an Informant's information, motivations, as well as any associated risk involved with a Disclosure. Furthermore, it allows the BIU to assess whether granting Whistleblower status is warranted. The information assessment may take time depending on the complexity of the information disclosed. Until the information assessment process is complete and Whistleblower status granted, an Informant is not considered a Whistleblower.

Granting Whistleblower Status

There is no obligation for an Informant to become a Whistleblower and the decision to enter a Whistleblower relationship must be mutual. Whistleblower status offers additional rights to an Informant who wishes to further cooperate with the BIU.

The granting of Whistleblower status is at the discretion of the BIU, which will consider several factors in its decision, such as:

- Whether the alleged Misconduct falls within the scope of the Integrity Code or is related to the Integrity Code;

- If the information provided is relevant or assists in the fight against wrongdoings and/or unethical conduct in sport;

- If the Disclosure is made in good faith and on reasonable grounds;

- The likelihood that sufficient evidence can be obtained to corroborate the alleged Misconduct and/or of a resulting violation of the Integrity Code;

- If the information provided is precise enough;

- If the potential threat to safety and wellbeing of the Confidential Source or his/her family is greater than the significance of the information;

- If the risk that the confidentiality of the source cannot be maintained and the resulting investigation and/or legal proceedings would require the informant/whistle-blower's identity to be disclosed.

The BIU may consider other factors in deciding whether to offer Whistleblower status. If Whistle-blower status is not granted, the informant will be notified accordingly. In a case where Whistleblower status is not granted, cooperation between the BIU and the Informant may continue, and all communication channels will remain open if necessary.

Whistleblower Agreement

A prospective Whistleblower will be provided with a copy of the BIU's Confidential Source Policy, which outlines the rights, responsibilities and protections afforded to a BIU Whistleblower. Prior to granting Whistleblower status, the BIU will provide the informant with a briefing covering the following topics (collectively, the "Whistleblower Terms"): – Whistleblower rights and responsibilities

- whistleblower rights and responsibiliti
- Whistleblower protection measures
- Whistleblower financial assistance and rewards
- An overview of the whistleblower relationship

In addition, the BIU will address any questions or concerns the Informant may have about the BIU Confidential Source Policy & amp; the CIMP Process. Before Whistleblower status is granted, the Whistleblower must accept the Whistleblower Terms. These include a written acknowledgement of receiving the CIMP Process briefing and agreeing, in writing, to abide by the Whistleblower responsibilities and other Whistleblower Terms. All relevant information relating to Whistleblower status will be kept in a confidential source file within the BIU's secure database.

Step 6: Ongoing Communications

The BIU Official assigned to the Whistleblower's case file will work with the Whistleblower to maximise the impact of their information. As such, the assigned BIU Staff member will remain available to receive and assess any additional Whistleblower Disclosures. In turn, the Whistle-blower must make themselves available to answer the BIU's follow up questions and any other information requests. In addition to the sharing of information, the BIU will remain available to address any Whistleblower security concerns as well as provide a Whistle-blower with advice on security and communications best practices. The BIU will work with the Whistleblower to ensure the Whistleblowers identity and confidentiality is always protected. Whistleblowers are strongly encouraged to follow the BIU's directions at all times.

Step 7: Closure of Investigation & amp; Ongoing Support

When a BIU investigation is officially closed, upon request, the BIU Staff member assigned to the Whistle-blower's case file will provide the Whistleblower with a summary briefing of the investigation. In addition, the BIU Official will make themselves available to address the whistle-blower's questions and address any concerns they may have. The BIU is committed to providing Whistleblowers with support throughout the investigative process including after an investigation is concluded. The chart on the following page summarizes the BIU's process to support Confidential Sources and manage and assess the information they provide. Not all cases are linear. In certain cases, one or more steps may not apply, or additional steps may be required.



Annex 2: Whistleblower agreement

AGREEMEN

BETWEEN

The Biathlon Integrity Unit ("BIU"), represented by Greg McKenna in his capacity as Head of the BIU, acting on behalf of the International Biathlon Union - AND -

[Insert Name and Surname]

Collectively referred to as "The Parties"

1. I, ______, have been provided with a copy of BIU's Confidential Source Policy ("Policy"). The content has been explained to me by my Whistleblower Handler and the terms are fully understood.

2. I, _____, am aware that I need to inform my

Whistleblower Handler about my contact details to remain accessible at any time during the investigation.

3. The Parties are aware they, and each of them, have rights and obligations in accordance with Articles 4.3 and 4.5 of the Policy. The Whistleblower Handler has fully explained the Whistleblower's rights and obligations to

4. I, ______, am aware that I have obligations to the BIU, including but not limited to: (i) maintaining the confidentiality of BIU's investigations at all times, (ii) disclosing previous agreements entered into with any other Anti-Doping Organization or person or entity in relation to the Misconduct reported by me, and (iii) not cooperating with other Anti-Doping Organizations during BIU's investigation unless expressly agreed to in writing by the BIU.

5. I, ______, am aware that my commitment might have some risks for me and I will inform my Whistleblower Handler about every threat that may arise or that comes to fruition.

6. I, ______, am aware that I am eligible to receive confidentiality and protection of identity, protection against retaliation, and external legal assistance, in accordance with Articles 6.1 through 6.3 of the Policy. My Whistleblowing Handler has fully explained these protection measures. 7. I, _____, am aware that I may be entitled to avail of

Substantial Assistance in accordance with Article 7.1 of the Policy. I may also be entitled to receive financial assistance, in accordance with Article 7.2 of the Policy.

This potential financial assistance will be assessed, at the sole discretion of the BIU, on a case-by-case basis pursuant to the Policy. My Whistleblowing Handler has fully explained the potential available assistance to me.

8. I, ______, am aware that I may be entitled to receive a financial reward in accordance with Article 7.3 of the Policy. This potential reward will be assessed, at the sole discretion of the BIU, on a case-by-case basis, and after the finalization of the investigation, pursuant to the Policy. My Whistleblowing Handler has fully explained the potential awards available to me.

9. I, ______, am aware that my only contact is with the

BIU. If I work or want to work with other organizations or entities regarding ADRVs or crime-related issues, I am obliged to report it to my Whistleblower Handler.

10. I, _____, am aware that this Agreement, can be immediately terminated by BIU, without limitation, if:

a. I have provided malicious information to the BIU;

b. I take any actions related to the ongoing investigations without the approval of my BIU Whistleblower Manager;

c. I commit any new Anti-Doping Rule Violations (ADRV) or crimes during my cooperation with the BIU;

d. I refuse to follow instructions from my BIU Whistleblower Manager; or

e. I breach any confidentiality provision.

I, _____, am aware that if this Agreement is

terminated for any of the above-mentioned reasons, any and all assistance, rewards, and/or protection will be terminated and forfeited upon notice of the termination.

11. I, _______, was informed that the confidentiality of my cooperation will be maintained unless I have given written consent, or the Agreement has been terminated, or when required by law or the Policy.
12. This Agreement, together with the Policy, and any attachments thereto, are collectively deemed to constitute the full and complete Agreement between the Parties and, as such, this Agreement supersedes any and all prior agreements or understandings between the Parties pertaining to the subject matter(s) addressed in this Agreement. The Parties have made no promises to one another other than those stated in this Agreement and the attachments thereto.

13. Neither party shall be entitled to assign to a third party the rights and/or obligations resulting from this Agreement, in whole or in part, unless the other party gives its prior written agreement thereto.

14. No modifications of this Agreement are valid unless executed in writing with the same formality as this present Agreement and by the same Parties.

15. Any disputes arising out of or in connection with this Agreement, which could not be settled amicably shall be submitted exclusively to one or more Arbitrators appointed by the Court of Arbitration for Sport (CAS) and resolved definitively in accordance with the Code of Sports-related Arbitration.

16. I, _____, the Whistleblower Handler, have fully explained the Whistleblower's rights and responsibilities, protection measures, and potential rewards to _____.

The parties acknowledge that they have read this agreement, Understand it, and are voluntarily entering into it.

This Agreement is three (3) pages in length, including signature pages and will come into force upon signature by the Head of the BIU.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement through their duly authorized representatives as of the day below written.

Date: Place:

[Insert Name of the WB] WHISTLEBLOWER

Date: Place:

[Insert Name of Whistleblower Handler] WHISTLEBLOWER HANDLER

Date: Place:

Greg McKenna HEAD OF THE BIU