



INTEGRITY CODE

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CHAPTER A – INTRODUCTION

1. DEFINITIONS

1.1 Words and phrases capitalised in this Guam Aquatics Integrity Code are defined terms. Unless otherwise specified, they have the meaning set out in the Definition section to this Guam Aquatics Integrity Code.

1.2 Any other capitalised terms in this Code, if not defined in this Code or in the World Aquatics Integrity Code, shall have the meaning for them as set out in the Guam Aquatics Constitution (Articles of Incorporation), its Bylaws, rules, regulations, and/or Policies, as amended.

1.3 These terms have the following definitions:

Adjudicatory Body: The Guam Aquatics Integrity Unit (GAIU) and its Panel.

AQUA: World Aquatics.

Aquatics: All sport disciplines governed by Guam Aquatics, including Swimming, Open Water Swimming, Diving, High Diving, Water Polo, Artistic Swimming, Masters, and any other discipline that may be governed by Guam Aquatics from time to time.

AQIU: The independent World Aquatics Integrity Unit established under the World Aquatics Constitution and comprised of Supervisory Council, Chief Ethics and Compliance Officer, Adjudicatory Body, and Investigatory Body.

Athlete(s): A person (i) who is taking part in aquatics competitions and events at national or international level, organised in accordance with the Guam Aquatics Constitution, Guam Aquatics Bylaws, and/or the Rules and Regulations of Guam Aquatics, its Members or affiliated entities and/or (ii) who is registered by their respective national federation.

Athlete Support Person/Personnel: Coaches, managers, agents, team members, team representatives, officials, Other Officials, medical and paramedical staff, and all persons working with an Athlete, or treating an Athlete, participating in or preparing for an Aquatics competition or event.

Benefit: The direct or indirect receipt or provision of money or the equivalent by a Covered Person for themselves or a Related Party such as, but not limited to bribes, gains, Gifts and other advantages including, without limitation, winnings and/or potential winnings as a result of a wager; the foregoing shall not include official prize money, appearance fees or payments to be made under sponsorship or other similar contracts. Sporting advantage is also benefit.

Betting: Place, accept, lay or otherwise enter into any wager of a stake of monetary value in the expectation of a prize of monetary value, subject to a future and uncertain occurrence.

Betting Organisation: Any person or company or other undertaking (a) that promotes, brokers, arranges or conducts any form of Betting activity or that has interests in Betting in any form whatsoever; or (b) that can reasonably be perceived as being connected in any way with Betting of any kind.

Board / Board of Directors: The Guam Aquatics Board of Directors/Executive Board, as defined in the Guam Aquatics Constitution.

Bureau: The World Aquatics Bureau, as defined in the World Aquatics Constitution.

Bylaws: The Guam Aquatics Bylaws, as amended.

CAS: The Court of Arbitration for Sport in Lausanne, Switzerland.

Claimant: The Covered Person(s) (or legal guardian in the event the Claimant(s) is a minor or incapacitated) who is alleged to have experienced conduct that constitutes a violation of this Guam Aquatics Integrity Code.

Code: The Guam Aquatics Integrity Code.

Code of Conduct: The Guam Aquatics Code of Conduct as set out in the Guam Aquatics Bylaws or in any policy or resolution adopted by the Guam Aquatics Board of Directors, as amended.

Competition: Any competition, tournament, match, or event organised or sanctioned by Guam Aquatics in any of the Aquatics disciplines, including international Flag and non-Flag Events.

Conflict of Interest: a situation in which an individual has or is involved with multiple Interests, which may include both personal Interests and Interests arising from the person's duties or positions as a representative of an organisation, and where benefiting one or more of these Interests may adversely affect the outcome in respect of another Interest. The fact that Guam Aquatics Officials or GAIU Members hold a position in a Continental Organisation, National Olympic Committee, or a Guam Aquatics Member shall not in and of itself constitute a Conflict of Interest, but must be disclosed to the Guam Aquatics Board of Directors.

Constitution or Charter: The legal Articles of Incorporation of Guam Aquatics, as amended.

Covered Person: Covered Persons are:

- a) persons who are, or are seeking to become (whether by election or appointment or otherwise) Guam Aquatics Officials or Other Officials;
- b) any Athlete (including Minor Athletes);
- c) any Athlete Support Person/Personnel;
- d) any person serving a sanction under this Integrity Code;
- e) any team or other entity participating in any Event;
- f) any Guam Aquatics Member;
- g) any member of a Guam Aquatics Member
- h) any Related Party;
- i) Non-members, guests, visitors, volunteers, participants, stakeholders, spectators, and all other natural or legal persons who choose to associate with Guam Aquatics or to participate in any capacity in the affairs and/or activities of Guam Aquatics.
- j) Any other natural or legal persons who agree in writing to be bound by this Guam Aquatics Integrity Code.

Decision: A decision rendered by Guam Aquatics or the Guam Aquatics Integrity Unit.

Demand: A written demand to a Covered Person to provide any information, record, article or thing in their possession or control that the Guam Aquatics Governing Board of Directors or Guam Aquatics Integrity Unit reasonably believes may evidence or lead to the discovery of evidence of an Integrity Code Violation.

Event: Any competition, tournament, match, or event organised or sanctioned by Guam Aquatics in any of the Aquatics disciplines, including international Flag and non-Flag Events. "Event" includes meetings, congresses, fundraisers, and non-competition events

Forbidden Conduct: any conduct described in the Guam Aquatics Safeguarding Rules on the Protection from Harassment and Abuse.

Foreign Athlete: A Guest Athlete.

GAIU: The Guam Aquatics Integrity Unit

Gift: An item for use or advantage by a Covered Person or a Related Party.

Guam Aquatics: the sole and exclusive National Federation and National Governing Body in Guam for the sport of Aquatics organized under the laws of Guam that is affiliated on behalf of Guam to World Aquatics and is recognized as a sport country by World Aquatics.

Guam Aquatics Board of Directors / Board of Directors / Board: The Guam Aquatics Board of Directors/Executive Board, as defined in the Guam Aquatics Constitution.

Guam Aquatics Constitution: The legal Articles of Incorporation of Guam Aquatics, as amended. Also known as the Guam Aquatics Charter.

Guam Aquatics Integrity Unit (or GAIU): The independent Guam Aquatics Integrity Unit/Ethics Committee established under the Guam Aquatics Constitution or Bylaws and comprised of one or three persons and which, in matters of Integrity, also operates as the Adjudicatory Body and Investigatory Body. The GAIU shall also operate as a Panel.

GAIU Members: The members of the GAIU.

Guam Aquatics Member: An Aquatics team or club affiliated with, recognised by, and admitted to full permanent or probationary membership in Guam Aquatics. The terms “team” and “club” mean the same thing and are used interchangeably herein.

Guest Athlete: An athlete who is invited to participate as a guest or invitee in a Guam Aquatics Event but who is not affiliated with Guam Aquatics or a Guam Aquatics Member. A Guest Athlete may be from within or without Guam.

Hospitality: Means providing or arranging for the provision of food and drink and/or attendance at events, shows, dinners, conferences or other events, including providing or arranging related accommodation and/or transportation for themselves or Related Party, except when this is provided pursuant to a contractual obligation.

Inside Information: Information that a Covered Person possesses by virtue of their position in relation to Guam Aquatics or any Event, excluding any information already published or common knowledge, easily accessible to interested members of the public or disclosed in accordance with the rules and regulations governing the relevant Event.

Integrity Code Violation: Where a Covered Person:

- Fails to comply with any of the requirements or duties set out in this Guam Aquatics Integrity Code, or any integrity or duty requirements of the Guam Aquatics Constitution or Guam Aquatics Bylaws, Rules and Regulations, policies, and/or the Guam Aquatics Code of Conduct; or
- attempts or agrees with any other person to engage in conduct (whether by act or omission) that would culminate in a breach of any requirement of this Guam Aquatics Integrity Code (unless the Covered Person renounces their attempt or agreement prior to it being discovered by a third party not involved in the attempt or agreement);
- solicits, induces, instructs, persuades or encourages any person to engage in conduct (whether by act or omission) that would amount to a breach of any requirement of this Guam Aquatics Integrity Code if committed by the Covered Person themselves; and/or
- authorises, causes, or knowingly assists, encourages, aids and abets, covers up or attempts to cover up, or is otherwise complicit in, any act or omission by any person

that would amount to a breach of any requirement of this Guam Aquatics Integrity Code if committed by the Covered Person themselves.

Investigatory Body: The Guam Aquatics Integrity Unit and its Panel.

Manipulation of Events: An intentional arrangement, act or omission aimed at an improper alteration of the result or the course of any Event in order to remove all or part of the unpredictable nature of such Event with a view to obtaining an undue Benefit for oneself or for others. This includes (without limitation) match-fixing and spot-fixing.

Minor: Person under the age of 18 years or, where applicable, a person who is under the age of majority and meets the definition of a child for the purposes of protection in the country where the predominant nature of the alleged misconduct occurred.

Official: Any person elected or appointed to any position within Guam Aquatics or a Guam Aquatics Member, including but not limited to:

- Members and executives of the Guam Aquatics Board of Directors and any candidates for election to the Board of Directors;
- Each person serving as a member of (or candidate for) a committee, working group, unit (including, without limitation, the Guam Aquatics Integrity Unit), or advisory board of Guam Aquatics, and each person appointed to represent Guam Aquatics on any committee or working group or in any similar role.

Other Officials: Other Officials are:

members of Board of Directors and/or executive bodies, committees, commissions, task forces, panels and advisory boards of Guam Aquatics Members; Guam Aquatics Members; Guam Aquatics team or delegation members (or other persons accredited to attend any Event on behalf of Guam Aquatics);

- persons who act, or are entitled to act, for or on behalf of Guam Aquatics and/or Guam Aquatics Members, including (without limitation), Staff Members/Volunteers, consultants, agents and advisors;
- Each person appointed/selected to work/volunteer at an Event and/or attending an Event on behalf of Guam Aquatics or a Guam Aquatics Member including (without limitation) any technical official, technical committee member, specialised committee members delegate, and any other person who receives accreditation to an Event as a representative of Guam Aquatics, World Aquatics or a Guam Aquatics Member;
- persons or entities organising and/or promoting an Event, including any candidate/host city seeking to host or hosting an Event, local organising committee(s), and any of its officials, employees, volunteers and/or other persons entitled to act or attend an Event on its behalf; and
- any other persons who agree in writing to be bound by this Guam Aquatics Integrity Code.

Panel: One or three members appointed to the GAIU to adjudicate and/or investigate an alleged Integrity Code Violation.

Party(ies): Guam Aquatics and the Guam Aquatics Integrity Unit on one side and the Covered Person and/or Respondent on the other side.

Regulations: The Rules and Regulations of Guam Aquatics.

Related Party: Immediate family member, being a partner/spouse, parent, sibling, child or dependant and in all cases whether natural, adoptive or step.

Reports: All reports of any potential Integrity Code Violation, including any approaches or requests to engage in conduct that may constitute an Integrity Code Violation.

Respondent: The Respondent shall be the Covered Person subject to the filing of a charge of an Integrity Code Violation.

Rules: The Rules and Regulations of Guam Aquatics.

Rules and Regulations: Individually and collectively, the Articles of Incorporation or Constitution, Charter, Bylaws, terms, conditions, directives, decisions, orders, codes, policies, standards, rules and/or regulations whatsoever made by or on behalf of Guam Aquatics in accordance with the Guam Aquatics Constitution, including all amendments thereto and re-enactments thereof.

Sports Organisation: The International Olympic Committee, the International Paralympic Committee, the Commonwealth Games Federations, all international federations, national Olympic committees, and their respective members at the continental, regional and national level, as well as any other Organisations recognised by the International Olympic Committee.

Staff Member/Volunteer: Each person who volunteers or is employed (whether full-time, part-time, permanently, for a fixed-term or temporarily) or engaged as an agent, consultant or contractor for, or otherwise functioning as a member of the staff or an Official of Guam Aquatics or a Guam Aquatics Member. For the avoidance of doubt, it is not required that monetary compensation or other consideration be exchanged, or that a written contract be executed, for a person to be regarded as a Staff Member/Volunteer.

Substantial Assistance: means (a) the Covered Person's provision to Guam Aquatics (or Guam Aquatics Integrity Unit) of truthful, accurate and complete information about potential Integrity Code Violations and/or other similar laws or regulations of which the Covered Person has knowledge; and (b) full cooperation with the investigation and prosecution (whether by Guam Aquatics Integrity Unit/Guam Aquatics or by another body, including a criminal or regulatory body) of such violations, including (without limitation) by testifying at a hearing if required to do so.

World Aquatics: The sole and exclusive world governing body for all Aquatics, formerly known as the Fédération Internationale de Natation (FINA).

World Aquatics Member: A national body recognized by World Aquatics to be a member of World Aquatics.

World Aquatics Officials: Any person elected or appointed to any position within World Aquatics, a Continental Organisation or a World Aquatics Member, including but not limited to:

- The President, Vice-Presidents, Bureau members, Honorary Life Presidents, Immediate Past President, Treasurer and any candidates for election to the Bureau; and
- Each person serving as a member of (or candidate for) a committee, working group, unit (including, without limitation, the AQIU), or advisory board of World Aquatics, and each person appointed to represent World Aquatics on any committee or working group or in any similar role.

2. PURPOSE AND SCOPE

- 2.1 This Guam Aquatics Integrity Code governs the conduct of persons involved in Aquatics under the jurisdiction of Guam Aquatics, and those persons participating in activities organised, convened, authorised or recognised by Guam Aquatics or any Guam Aquatics Member, and this Integrity Code shall take effect within the limits of the jurisdiction of Guam Aquatics.
- 2.2 Pursuant to Article 3.1 of the World Aquatics Integrity Code, Guam Aquatics has adopted this Guam Aquatics Integrity Code to establish clear integrity standards and a code of conduct for persons involved in the activities of Guam Aquatics, to protect the health, safety and well-being of Athletes, to prohibit conduct that might undermine public confidence in the integrity of Aquatics and/or in the uncertainty of outcome of Events, and to establish effective mechanisms for enforcement of this Guam Aquatics Integrity Code and sanctions for any violation.
- 2.3 Pursuant to Article 3.2 of the World Aquatics Integrity Code, World Aquatics has a right to be notified and kept informed of any provisional measures and enforcement proceedings (including observer rights at any hearings) as well as of any decision.
- 2.4 Guam Aquatics is committed to uphold integrity in the governance and administration of Aquatics as a basic principle of good governance and as a fundamental precept of its autonomous role as the Guam governing body of Aquatics, in the best interests of the sport and its stakeholders.
- 2.5 Guam Aquatics is also committed to uphold the integrity of Aquatics on the field of play. The essence of the Aquatics disciplines is the contest between competing athletes and teams as an honest test of skill and ability, the outcome of which is determined by (and only by) the contestants' relative sporting merits. Any manipulation of sports competitions or other conduct that might undermine public confidence in the integrity of the sporting contest and/or in the uncertainty of its outcome is fundamentally at odds with that essence of the Aquatics disciplines and must be eradicated at all costs.
- 2.6 Conduct prohibited under this Guam Aquatics Integrity Code may also amount to a criminal offence and/or a violation of other applicable laws or regulations, including employment laws, in national jurisdictions. This Guam Aquatics Integrity Code is not intended to replace such laws and regulations, but to supplement them with further rules of professional conduct for those involved in the governance and administration of Aquatics, and/or in the staging and conduct of Aquatics events. It operates without prejudice to such laws and regulations, and vice versa.
- 2.7 Conduct prohibited under this Guam Aquatics Integrity Code may also amount to a violation of other Guam Aquatics or World Aquatics rules. This Guam Aquatics Integrity Code is not intended to replace these regulations, but to supplement them with further rules of professional conduct. It operates without prejudice to these regulations, and vice versa. In particular, any rule of a disciplinary nature applicable to a certain discipline and/or a certain event, such as the disciplinary rules in Water Polo that apply to offensive and violent conduct during water polo matches, remain reserved and are not set aside by the present Integrity Code.
- 2.8 For the avoidance of doubt, this Integrity Code shall not replace or in any way affect or alter Guam Aquatics' ability to pursue appropriate disciplinary action against a Staff

Member/Volunteer under the terms of any employment or consultancy contract with such Staff Member/Volunteer, including to any of World Aquatics' employment policies in force from time to time. Where conduct prohibited under this Integrity Code also amounts to a violation of the terms of a Staff Member/Volunteer's employment or consultancy arrangement with World Aquatics, World Aquatics shall be entitled, at its absolute discretion, to elect to pursue contract and/or disciplinary action against such Staff Member/Volunteer pursuant to the applicable employment or consultancy contract. There shall be no requirement on World Aquatics to have first instituted, or to subsequently institute, any action under this Integrity Code.

- 2.9 For the avoidance of doubt, this Guam Aquatics Integrity Code shall not replace or in any way affect or alter Guam Aquatics' ability to pursue appropriate disciplinary action against a Staff Member/Volunteer under the terms of any employment, engagement, consultancy contract, or other agreement (whether in writing or oral) with such Staff Member/Volunteer, including to any of Guam Aquatics' policies or Rules in force from time to time. Where conduct prohibited under this Guam Aquatics Integrity Code also amounts to a violation of the terms of a Staff Member/Volunteer's employment, engagement, consultancy arrangement, or other agreement with Guam Aquatics, Guam Aquatics shall be entitled, at its absolute discretion, to elect to pursue contract and/or disciplinary action against such Staff Member/Volunteer pursuant to the applicable employment, engagement, consultancy contract, or other agreement. There shall be no requirement on Guam Aquatics to have first instituted, or to subsequently institute, any action under this Guam Aquatics Integrity Code.
- 2.10 **Safe Sport and Safeguarding.** For the avoidance of doubt, the Guam Aquatics Safeguarding Rules on the Protection from Harassment and Abuse are not part of this Guam Aquatics Integrity Code and shall be enforced by the Guam Aquatics Integrity Unit in accordance with the provisions set out therein.
- 2.11 In the case of conflict between the provisions of the Guam Aquatics Safeguarding Rules on the Protection from Harassment and Abuse on one side and the provisions of this Guam Aquatics Integrity Code on the other side, the provisions of the Guam Aquatics Safeguarding Rules on the Protection from Harassment and Abuse shall prevail.
- 2.12 **Doping.** For the avoidance of doubt, matters of doping shall be enforced by World Aquatics or Guam Aquatics in accordance with the provisions set out in the World Aquatics Doping Control Rules and/or the Guam National Olympic Committee doping control rules.
- 2.13 In the case of conflict between the provisions of World Aquatics Doping Control Rules or Guam National Olympic Committee doping control rules on one side and the provisions of this Guam Aquatics Integrity Code on the other side, the provisions of the World Aquatics Doping Control Rules or Guam National Olympic Committee doping control rules shall prevail.
- 2.14 This Guam Aquatics Integrity Code supersedes the previous Integrity Code and the former Guam Swimming Federation Code of Conduct. Its procedural provisions will apply to matters where the violation is alleged to have occurred before May 21, 2024, but its substantive provisions will not, unless they are more favourable to the person(s) involved. Article 4.3 of this Guam Aquatics Integrity Code remains reserved, when and where applicable.

3. INTERPRETATION

- 3.1 Words and phrases capitalized in this Guam Aquatics Integrity Code are defined terms. Unless otherwise specified, they have the meaning set out in Article 1 to this Guam Aquatics Integrity Code.
- 3.2 The commentary notes annotating Articles in this Guam Aquatics Integrity Code are to be used as a guide to the interpretation and application of this Guam Aquatics Integrity Code.
- 3.3 Unless otherwise indicated, references to chapters and articles are to chapters and articles of this Guam Aquatics Integrity Code; words denoting the singular include the plural and vice versa.
- 3.4 Any deviation from any provision of this Guam Aquatics Integrity Code and/or any irregularity, omission, technicality, or other defect in the procedures followed hereunder will not invalidate any finding, procedure or decision unless it is proven to render the proceedings unreliable or to have caused a miscarriage of justice.
- 3.5 If any part of this Guam Aquatics Integrity Code is ruled to be invalid, unenforceable or illegal for any reason, that part will be deemed deleted, and the rest of the Guam Aquatics Integrity Code will remain in full force and effect.
- 3.6 Any lacuna in this Guam Aquatics Integrity Code shall be filled, and any unforeseen circumstances arising in relation to the Integrity Code shall be addressed, by reference to, and in a manner consistent with, its plain meaning and the objectives underlying this Guam Aquatics Integrity Code.
- 3.7 This Guam Aquatics Integrity Code sets out sporting rules and is not intended to be subjected to or limited by the requirements and legal standards applicable to criminal proceedings, civil proceedings, or employment matters. Rather, it reflects a broad consensus of World Aquatics, Guam Aquatics, and its stakeholders as to what is necessary and proportionate in order to protect the integrity of Aquatics and should be respected accordingly by all outside agencies.
- 3.8 Guam Aquatics (including without limitation its Officials, Other Officials, Members, employees, Athletes' Commission Representatives, Staff Members/Volunteers, consultants, agents and advisors, and the members of the Guam Aquatics Integrity Unit) shall not be liable to any person howsoever for any act or omission in connection with any investigation, proceeding, adjudication, or other matter arising under or in relation to this Guam Aquatics Integrity Code save where the act or omission is shown by that person to constitute conscious and deliberate wrongdoing by the individual or entity alleged to be liable.

4. NATURAL AND LEGAL PERSONS BOUND BY THIS INTEGRITY CODE

- 4.1 This Guam Aquatics Integrity Code applies to all Covered Persons.
- 4.2 Save as provided for by Article 4.3, Covered Persons shall cease to be bound by this Guam Aquatics Integrity Code as of the date that they cease to perform their role and/or to conduct the activities that originally qualified them as such.
- 4.3 A Covered Person will remain subject to this Integrity Code, and to the jurisdiction of Guam Aquatics, World Aquatics, the AQIU, the GAIU, and the CAS hereunder and as applicable, in respect of matters occurring prior to the date that the Covered Person ceases to be bound by this Guam Aquatics Integrity Code. For the avoidance of doubt, Guam Aquatics' jurisdiction over a Covered Person under this Integrity Code shall survive any

purported termination by such Covered Person, whether such termination for any reason takes place before or after any investigation has been opened in relation to them and/or proceedings have been instituted against them under this Guam Aquatics Integrity Code. A Covered Person who has retired or resigned or otherwise been terminated may not participate in any Events or take up any position as a Covered Person or have any dealings with Guam Aquatics, until the Covered Person has submitted themselves to the investigation, and any consequent proceedings under this Guam Aquatics Integrity Code have been completed. For matters where the violation is alleged to have occurred before 21 May 2024 and concerning a person that has ceased to be subject to the Guam Aquatics Constitution and/or any Guam Aquatics Bylaw, rules, regulations or policies before 21 May 2024, both such person and Guam Aquatics shall be entitled to request at the start of the proceedings the procedure to be conducted in accordance with the previous Guam Aquatics Code of Conduct.

- 4.4 If any part of this Guam Aquatics Integrity Code is stated to apply only to particular types or categories of Covered Persons (e.g., only Guam Aquatics Officials), then it will not apply to other types or categories of Covered Persons. If any part of this Guam Aquatics Integrity Code is not stated to be limited in application in this way, then it applies to all Covered Persons.
- 4.5 Covered Persons are responsible for knowing what constitutes a Guam Aquatics Integrity Code Violation.

CHAPTER B – GENERAL DUTIES

5. DUTIES OF GOOD CONDUCT

- 5.1 Covered Persons must always act honestly, fairly, impartially and in accordance with the highest ethical standards of integrity and transparency.
- 5.2 Covered Persons must avoid any conduct that may undermine public confidence in the integrity of Aquatics and/or in the uncertainty of the outcome of Events.
- 5.3 Covered Persons must avoid acts or omissions that give the appearance of impropriety, or that disparage Guam Aquatics, World Aquatics, or that bring (or have the potential to bring) Guam Aquatics, World Aquatics, Aquatics and/or sport generally into disrepute.
- 5.4 Covered Persons must fully abide by, respect and implement decisions and other directives of Guam Aquatics and World Aquatics.
- 5.5 Covered Persons must not be involved with entities or persons whose activities or reputations are inconsistent with the principles set out in this Guam Aquatics Integrity Code. In order for this provision to apply, it is necessary that the Covered Person has previously been advised in writing by Guam Aquatics, a Guam Aquatics Member, or other relevant authority with jurisdiction over the Covered Person, that there should be no more association with such entity/person, and of the consequences that will apply if any association continues.
- 5.6 Covered Persons must avoid behaviours and actions of any kind that are unsportsmanlike, unkind, disrespectful, deceitful, inappropriate, disruptive, or in anywise detrimental to Guam Aquatics, World Aquatics, Aquatics their Members, athlete members, and/or sport in general.
- 5.7 Covered Persons must avoid any offensive, violent or disrespectful behaviour towards other participants, including, the officials, other athletes, media, and/or spectators during the entire

conduct and reasonable aftermath of an Event. Such behaviour towards a doping control official is also prohibited at any time.

- 5.8 Covered Persons must avoid any act of discrimination against anyone on the basis of race, skin colour, gender, religion, sexual orientation, language, political or other opinion, national or social origin, property, birth, disability or any other ground.
- 5.9 Covered Persons must avoid interference, disobedience or obstruction to the orderly conduct of any Event and any meeting, including congresses.
- 5.10 Covered Persons must avoid interference with any aspect of the field of play.
- 5.11 Covered Persons except those currently serving a sanction under this Integrity Code, must actively participate in the full conduct of the Event, including victory ceremonies and, if applicable, presentations and/or press conferences. Any disruptive behaviour or statement or demonstration targeted against directly or indirectly, against people, countries, organisations and/or their dignity is strictly prohibited during these times.
- 5.12 Athlete Support Personnel shall cooperate with the anti-doping testing program and shall not use or possess any substance or method prohibited under the World Anti-Doping Code without valid justification.

6. DUTY TO REPORT AND COLLABORATE

Each Covered Person must:

- a) report to the Guam Aquatics Integrity Unit without delay all knowledge concerning any approach or invitation received by them to engage in a conduct that would amount to a violation of any of the Guam Aquatics Rules;
- b) report to the Guam Aquatics Integrity Unit without delay all knowledge concerning any incident, fact or matter that comes to their attention that might evidence a potential violation of any of the Guam Aquatics Rules by another person; and

Note: Covered Persons have a continuing obligation to report any new incident, fact, or matter to Guam Aquatics, even if the Covered Person has already reported their prior knowledge in relation to the matter.

- c) cooperate fully with all investigations carried out by the Guam Aquatics Integrity Unit in relation to possible violation of any of the Guam Aquatics Rules (including, without limitation, by providing any information and/or documentation requested by the Guam Aquatics Integrity Unit as part of that investigation, including by way of a Demand).

Note: For the avoidance of doubt, obstructing or delaying any investigation carried out by (or on behalf of) Guam Aquatics in relation to a possible violation of any of the Guam Aquatics Rules and Regulations, including without limitation concealing, tampering with or destroying any documentation or other information that might be relevant to the investigation, will constitute an Integrity Code Violation.

7. CONFIDENTIALITY

- 7.1 Covered Persons must not disclose to any third party (whether for personal gain or advantage or otherwise) any information, emails or documents disclosed to them in confidence as a result of their activities or dealings with Guam Aquatics, save where (1) required by law; (2) Guam Aquatics agrees in writing in advance; or (3) that information is

already in the public domain (other than by reason of their violation of this Article). Any duties of confidentiality on Covered Persons under this Guam Aquatics Integrity Code shall continue in perpetuity even after such Covered Person ceases to be bound by this Guam Aquatics Integrity Code.

- 7.2 All discussions at meetings of the Board, any committees, panels or working groups, and any other bodies, are confidential. Covered Persons must not disclose any part of such discussions to third parties without the express written consent by the President of Guam Aquatics.

Note: This duty of confidentiality applies (without limitation) to discussions during meetings, and the minutes of meetings (unless they have been published).

8. NEUTRALITY

Covered Persons must respect the Olympic principles of autonomy from government interference and political neutrality in their dealings with government institutions and national and international Organisations, associations or groupings.

9. CONFLICTS OF INTEREST

- 9.1 Guam Aquatics Officials must take all necessary steps to avoid having a Conflict of Interest arising from or in the context of their duties or position.
- 9.2 Guam Aquatics Officials owe a duty of undivided loyalty to Guam Aquatics and to the Guam Aquatics Member whom they represent. They must make decisions (including as to how to vote on a specific motion) based solely on their independent and objective judgement, made in good faith, of what is in the collective best interests of Guam Aquatics, Guam Aquatics Members, and the sport of Aquatics as a whole. They must not allow themselves to be influenced by and they must not seek to advance any conflicting interests.
- 9.3 No Guam Aquatics Officials may use, or seek to use, the opportunity of their relationship with Guam Aquatics to promote their personal interests or those of related person firms, businesses or other organisations.
- 9.4 No Guam Aquatics Officials shall use information gained in the course of their relationship with Guam Aquatics for personal gain or for political purpose or to harm another person.
- 9.5 Where there is an actual, apparent, or potential conflict between the interests of Guam Aquatics and personal interests of a Guam Aquatics Official or of the relatives, friends or acquaintances of a Guam Aquatics Official, the Guam Aquatics Official must disclose all relevant information about that conflict promptly, accurately, and fully to the Guam Aquatics Board of Directors.
- 9.6 Each Guam Aquatics Official shall disclose any actual, apparent or potential conflicts to the Guam Aquatics Board of Directors that are known to the Guam Aquatics Official at that time the conflict arises. The disclosure may be made in writing or at a duly called for meeting of the Guam Aquatics Board of Directors where a quorum is present, and the conflict shall be noted in the minutes of the meeting. Each Guam Aquatics Official will be under a continuing duty to update the disclosure when changes or additions are required to ensure the disclosure remains accurate and complete.
- 9.7 If a conflict arises during a meeting, the Gusm Aquatics Official concerned must disclose the conflict to the Board of Directors and the chair of the relevant meeting (even if it has already

been declared in a disclosure statement). The President or the chair of the relevant meeting will:

- a) advise the meeting of the conflict; and
- b) cause the conflict to be recorded in the minutes of the relevant meeting) if it has not been recorded there already.

9.8 In every case, unless otherwise specified by the Guam Aquatics Board of Directors, the Guam Aquatics Official who is the subject of the conflict must:

- a) excuse themselves from any discussions relating to the conflict.
- b) abstain from voting and/or from seeking to influence the vote on any matter impacted by the conflict; and
- c) refrain from taking any other part in the handling of the conflict or of the matter impacted by the conflict.

9.9 Any of the requirements set out in this Article may be waived where the Guam Aquatics Board of Directors deems it appropriate, save that no waiver may be granted where the Guam Aquatics Official has a personal financial interest in the outcome of the matter being considered.

9.10 Any waiver must be recorded in the minutes of the relevant meeting.

9.11 Guam Aquatics Officials must also disclose in the same manner any 'institutional' conflicts of interest, i.e. actual, apparent or potential conflicts between the interests of Guam Aquatics and the interests of a Guam Aquatics Member or other body with which the Guam Aquatics Official is associated (whether by virtue of employment or otherwise). Such conflicts may not be waived. Guam Aquatics Officials:

- a) may present the perspective of a particular stakeholder (such as a Guam Aquatics Member) or of any third party, where they consider it relevant to the matter at hand, but they must not pursue the interests of that stakeholder or third party in a manner that would conflict with their overriding duty to act in the best interests of Guam Aquatics and the sport of Aquatics as a whole;
- b) must not agree to act or allow themselves to be influenced to act in a manner that conflicts with their duty of undivided loyalty to Guam Aquatics (e.g. by agreeing to vote in a particular manner in respect of a particular issue); and
- c) must disclose to the Guam Aquatics Board of Directors any matter that may reasonably be construed as impacting or potentially impacting upon their decision and must provide such further information in relation thereto as the Guam Aquatics Board of Directors may request.

9.12 Covered Persons must not abuse their position within Guam Aquatics in any way, especially for their own aims or objectives.

9.13 Staff Members/Volunteers in their dealings with the Guam Aquatics, including when representing a Guam Aquatics Member at an Event and/or otherwise deciding how to exercise the rights of the Guam Aquatics Member as a Guam Aquatics Member, must act with undivided loyalty to the Guam Aquatics Member. They must not allow themselves to be influenced by and they must not seek to advance any conflicting interests, including the interests of any contractual partner of Guam Aquatics and/or of the Guam Aquatics Member.

10. FALSIFICATION AND MISUSE OF FUNDS

- 10.1 Covered Persons must not forge a document or falsify an authentic document, or knowingly use a forged or falsified document.
- 10.2 Covered Persons must not tell falsehoods, give fake documents, or knowingly give false information, including false results, nationality, sports nationality, and/or date of birth.
- 10.3 Covered Persons shall not take or omit to take any action in furtherance of an offer, payment, promise to pay, or authorisation of the payment of money or giving of anything of value, either directly or indirectly, to any third party, while knowing that all or some portion of the item of value will be offered, given or promised to anyone to improperly influence any action or decision, to obtain or retain business or otherwise to secure any improper advantage.
- 10.4 Covered Persons shall not misappropriate or misuse funds, whether directly or indirectly through, or in conjunction with, third parties. Covered Persons must use the resources of Guam Aquatics or Guam Aquatics Members only for their intended purpose and for lawful and ethical purposes as authorised by the relevant body.
- 10.5 Covered Persons may only claim reimbursement for expenses properly and reasonably incurred in the course of their activities. Requesting, authorising, and/or accepting any undue pecuniary or other advantage is strictly prohibited. Requesting or accepting reimbursement of expenses already reimbursed by another entity (e.g. National Olympic, government funds, grant funds etc.) is strictly prohibited. Requesting payment/reimbursement for expenses that were covered by Guam Aquatics or another organisation (e.g. flights to a competition) is strictly prohibited.

11. OFFERING AND ACCEPTING GIFTS AND HOSPITALITY

- 11.1 Covered Persons may never offer or accept:
 - a) any cash Gift or bribe in their capacity as Covered Person;
 - b) any Gift, Hospitality or other benefit that creates an actual, apparent or potential Conflict of Interest for the recipient or that is intended or may reasonably be construed as being intended to influence the recipient improperly in their official activities (such as Gifts offered to technical officials and Gifts offered by candidates to voting delegates); or
 - c) any other Gift, Hospitality or other benefit (whether of a monetary value or otherwise) in circumstances that give rise to an appearance of impropriety or lead to the recipient's impartiality or integrity being called into question or Guam Aquatics and/or the sport of Aquatics being brought into disrepute.
- 11.2 Without prejudice to Article 11.1, in their capacity as Covered Person, Covered Persons may offer and accept:
 - a) tokens of consideration or friendship of nominal value, in accordance with prevailing local customs; and
 - b) reasonable, proportionate, and bona fide corporate Gifts and Hospitality (including event accreditations or tickets), solely as a mark of respect or friendship
 - c) provided that any such token, Gift, or Hospitality that is worth more than 1000USD (or the equivalent in any other currency) must be disclosed to the Board of Directors, and if it is not approved by the Board, it must be withdrawn or returned (as applicable).

- 11.3 If in doubt, the Covered Person shall consult with the Board for advice before giving or receipting the gift.

12. [RESERVED]

13. [RESERVED]

14. [RESERVED]

CHAPTER C – PREVENTING THE MANIPULATION OF AQUATICS COMPETITIONS

15. ANTI-CORRUPTION RULES

- 15.1 Each of the following, when committed by a Covered Person (whether directly or indirectly through any third party), shall constitute an Integrity Code Violation by that Covered Person:

- a) Betting in relation to:
 - any Aquatics Event, whether or not the Covered Person is directly participating in that Aquatics Event; and
 - any non-Aquatics sport event, if it features in a multi-sport competition in which Aquatics Events are featured, if the Covered Person is directly participating in that multi-sport competition. For example, a swimmer participating in the Olympic Games is not allowed to bet on a tennis match played at the same Olympic Games.
- b) Manipulation of Events:
- c) Providing, requesting, receiving, seeking, or accepting a Benefit related to the Manipulation of Event or any other form of corruption. Without limiting the generality of the foregoing, this includes:
 - fixing or contriving in any way or otherwise improperly influencing (or being a party to the fixing, contriving or other improper influencing of) the result, progress, outcome, conduct or any other aspect of an Event;
 - ensuring the occurrence of a particular incident in an Event, the occurrence of which is to the Covered Person's knowledge the subject of a Bet and for which the Covered Person or another Person expects to receive or has received a Benefit;
 - failing to perform to the best of one's abilities in an Event, in return for a Benefit or the expectation of a Benefit (irrespective of whether such Benefit is in fact given or received) or further to another agreement with a third party;
 - seeking, accepting, offering, or agreeing to accept or offer, a bribe or other Benefit to fix or contrive in any way or otherwise to influence improperly the result, progress, outcome, conduct or any other aspect of an Event (irrespective of whether such bribe or other Benefit is in fact given or received); and/or
 - providing, offering, giving, requesting or receiving any Benefit in circumstances that the Covered Person knew or should have known could undermine public confidence in the integrity of any Event or the sport of Aquatics generally (irrespective of whether such Gift or other Benefit is in fact given or received).

- d) Inside Information:
 - Using Inside Information for the purposes of Betting, manipulating Events or any other corrupt purposes, whether such use is by the Covered Person or via another person and/or entity.
 - Disclosing Inside Information to any person and/or entity, with or without Benefit, where the Covered Person knew or should have known that such disclosure might lead to the information being used for the purposes of Betting, manipulating Events or any other corrupt purposes.
 - Giving and/or receiving a Benefit for the provision of Inside Information regardless of whether any Inside Information is actually provided.
- e) Committing any act not otherwise prohibited under this Guam Aquatics Integrity Code that amounts to a violation of any applicable criminal or other law or regulation where such violation could undermine public confidence in the integrity of an Event or the sport of Aquatics generally.

15.2 The following matters are not relevant to the determination of a violation of this Chapter:

- a) whether or not the Covered Person actually participated, or was assisting an Athlete who participated, in the specific Event in question;
- b) the outcome of the Event on which the Bet was made;
- c) whether or not any Benefit or other consideration was actually given or received;
- d) the nature or outcome of any Bet in issue;
- e) whether or not the Covered Person's efforts or performance (if any) in any Event in issue were (or could be expected to be) affected by the act(s) or omission(s) in question;
- f) whether or not the result or any other aspect of the Event in issue was (or could have been expected to be) affected by the act(s) or omission(s) in question;
- g) whether or not the manipulation of any Event or other corrupt conduct included a violation of a technical rule of Guam Aquatics, World Aquatics or any Continental Organisation; and
- h) whether or not the Event was attended by a representative of Guam Aquatics, World Aquatics or any Continental Organisation, or other competent Sports Organisation.

16. RELATIONSHIPS WITH BETTING ORGANISATIONS

- 16.1 A Covered Person may not have a business association or enter into any business arrangement (whether formal or informal) with any Betting Organisation that involves the payment of any monies to or by, or the conferring of any benefit(s) or advantage(s) upon or by, the Covered Person, either directly or indirectly, as a result of such association or arrangement.
- 16.2 As an exception to Article 16.1, a Covered Person will not be in Integrity Code Violation if they are employed by, or have a business association with, a parent company that has a Betting Organisation as a subsidiary company (or Betting is a business interest of any subsidiary company), provided that the Covered Person can prove that (i) they have no direct involvement with the subsidiary, (ii) that they derive no direct or indirect benefit from the subsidiary, and (iii) that the parent company's business does not involve Betting.

- 16.3 A Covered Person shall be considered to have acted in violation of Article 16.1 if any member of their immediate family (being a partner/spouse, sibling, child or dependent) has a controlling interest in a Betting Organisation, or a substantial relationship with a Betting Organisation, or is employed in the day-to-day operational control of a Betting Organisation, unless this is disclosed to, and recorded and approved by, the Guam Aquatics Board of Directors.

CHAPTER D – ENFORCMENT OF THE INTEGRITY CODE

17. THE GUAM AQUATICS INTEGRITY UNIT

- 17.1 Jurisdiction of the GAIU. The GAIU is the Panel responsible for the enforcement of this Code, including assessment, investigation, adjudication and sanctioning of potential Integrity Code Violations. Neither the GAIU nor Guam Aquatics shall be responsible for enforcing the integrity code of any Guam Aquatics Member or World Aquatics.
- a) The GAIU shall be responsible for enforcing this Code insofar as it relates to Integrity Code Violations in respect only of a Guam Aquatics Event or matter related specifically to Guam Aquatics, and not World Aquatics or a Guam Aquatics Member. To the extent that an Integrity Code Violation also amounts to a breach of the World Aquatics Integrity Code or the integrity code of a Guam Aquatics Member, the GAIU shall liaise with those parties to ensure that the matter is dealt with by the responsible body. Guam Aquatics shall defer to the AQIU who shall take primacy over matters deemed to be within its jurisdiction.
- 17.2 Objectives of the GAIU. The objectives of the GAIU are:
- a) to maintain public confidence in the integrity of Aquatics, and in the commitment of Guam Aquatics to take all steps necessary to protect that integrity;
- b) to combat all forms of corruption and ethical misconduct, investigate fraudulent behaviour and detect all forms of misconduct and of non-compliance with this Guam Aquatics Integrity Code, the Guam Aquatics Constitution and Bylaws, and/or the Guam Aquatics Rules to ensure the confidence of all Athletes in Guam who dedicate their lives to reach their sporting goals; and
- c) to ensure that Guam Aquatics, all its Members, Officials, Athletes, Coaches, Agents and all people subject to this Guam Aquatics Integrity Code, the Guam Aquatics Constitution and Bylaws, and/or the Guam Aquatics Rules, and the WADA Code act in compliance with their mandates.
- 17.3 Responsibilities of the GAIU. The responsibilities of the GAIU include:
- a) to investigate, adjudicate, and handle all integrity matters related with Guam Aquatics as assigned, including disciplinary, ethics, various forms of harassment, competition manipulation, fraud, illicit betting and other event interference offenses, in accordance with this Guam Aquatics Integrity Code and any applicable Guam Aquatics Rules;
- b) to obtain relevant intelligence and information from and to share relevant intelligence and information with other relevant authorities;
- c) to report to Guam Aquatics; and
- d) to deal with any other task attributed to the Guam Aquatics Integrity Unit.

- 17.4 Empanelment of the GAIU. The GAIU shall be empanelled by the Guam Aquatics Board of Directors on a case-by-case basis as the need arises. The GAIU Panel shall be comprised of one or three persons appointed by the Board of Directors. The persons appointed may be from within or without Guam. The eligibility requirements of the GAIU Panel shall be determined by the Board.
- a) Each member of the GAIU will have reasonable expenses incurred by them in carrying out their roles either paid or reimbursed, in accordance with terms to be agreed upon.
- 17.5 Independence of the GAIU. The GAIU shall operate neutrally and independently, in accordance with this Guam Aquatics Integrity Code and the Guam Aquatics Rules and Regulations.
- 17.6 Resources of the GAIU. The GAIU shall be provided by Guam Aquatics with all the necessary organisational and budget resources to be able to operate efficiently and independently, provided that all times the independence of the GAIU is not compromised and the confidentiality of the GAIU's work is maintained.
- 17.7 Immunity from Suit. The members of the GAIU and those acting pursuant to the order or rules of the GAIU Member(s) as his or her employee or agent, are immune from, and shall not be held liable for, any action performed or omission made in the course of their official duties undertaken pursuant to this Guam Aquatics Integrity Code, and no state, federal, or foreign court shall have jurisdiction over them.
- 17.8 Meetings and Hearings are Confidential. A meeting, work session, or hearing of the GAIU may be held in person, by teleconference, by videoconference or by another means of communication. The meetings, work sessions, and hearings of the Guam Aquatics Integrity Unit are confidential.
- 17.9 World Aquatics to be Kept Informed. Pursuant to Article 3.2 of the World Aquatics Integrity Code, World Aquatics has the right to be notified and kept informed of any provisional measures and enforcement proceedings (including observer rights at any hearings) as well as of any decision.

18. MONITORING

The GAIU may take all practical steps within its power to prevent and investigate potential Integrity Code Violations, including:

- a) monitoring Betting, including monitoring any irregular Betting patterns that might occur;
- b) establishing means for the receipt of third-party information on a confidential basis (for example, by establishing an information 'hot-line');
- c) establishing effective channels for cooperation (including but not limited to the exchange of intelligence and information) between Guam Aquatics, the AQIU and World Aquatics, or Guam Aquatics and other competent authorities (including national and international criminal, administrative, professional and/or judicial agencies) in relation to the investigation and prosecution of conduct that is prohibited under this Guam Aquatics Integrity Code and/or under other applicable laws or regulations;
- d) exchanging information with other relevant sports organisations (for example, the International Olympic Committee) in relation to corruption in sport; and

- e) Introducing education programmes.

19. REPORTING

- 19.1 Any person may address a report an alleged Integrity Code Violation to the Guam Aquatics Board of Directors.
- 19.2 All reports of a potential Integrity Code Violation, including any approaches or requests to engage in conduct that may constitute an Integrity Code Violation, should be made by lodging a compliant or report with the Guam Aquatics Board of Directors.
- 19.3 The Board of Directors shall acknowledge receipt of all reports, although the person submitting the file shall have not entitlement for proceedings to be opened, to be a Party to proceedings, or to be informed of any decision passed.
- 19.4 The report, including all accompanying documents, shall be filed in English. Any and all costs related to the translation of a document shall be borne by the person making the report. The GAIU may disregard any document not provided in English.

20. PRIMA FACIE CASE AND INFORMAL RESOLUTION

- 20.1 The Board of Directors shall first assess whether the report relates to an alleged violation of the Guam Aquatics Rules, including this Integrity Code. In carrying out a preliminary analysis, the Board will assess whether it has prima facie jurisdiction to investigate the report and whether the report has any reasonable prospect of establishing one or more violations of the Guam Aquatics Rules, including this Integrity Code. In making its inquiry, the Board of Directors is authorized to conduct its own preliminary investigation in the manner provided for in Article 22. Where the Board considers that it or the GAIU does not have jurisdiction or that the report has no reasonable prospect of establishing one or more violation of Guam Aquatics Rules, or that a case should not be opened for any other reason, the Board may decide, in its full discretion, to take no further action. Such decision is not subject to appeal.
- 20.2 Where the same conduct could be pursued as either an Integrity Code Violation or as a violation of the integrity code of Guam Aquatics Member, the Board shall decide whether to pursue the matter under this Integrity Code or to refer the matter to the Guam Aquatics Member (as applicable), or to refer it to the GAIU.
 - a) Member's Failure to Act Effectively. Where a Guam Aquatics Member fails to act effectively in respect of the matter, the Board and/or the GAIU may (at its absolute discretion) pursue the matter under this Integrity Code. In the case where a matter is already under consideration by the AQIU, the AQIU shall take primacy over proceedings.
- 20.3 If the Board considers it appropriate to do so, it may ask any person filing a report to provide further information or may make other enquiries before a decision is taken as to whether a Prima Facie case is made out.
- 20.4 If the evidence submitted with, or subsequent to, any report is considered by the Board to establish a Prima Facie case of an Integrity Code Violation, the Board will cause an investigation to be commenced, unless in the view of the Board, there is a good reason not to cause an investigation to be commenced either immediately or at all. If the matter is time-sensitive, as determined by the Board at its sole discretion, it can also decide to empanel the GAIU and refer the matter directly to it for a decision on whether a violation was committed

and the applicable consequences to be imposed. The referral of the case shall contain the following information:

- a) name and contact details of the Covered Person or their/its Guam Aquatics Member;
- b) a summary of the Prima Facie case of an Integrity Code Violation;
- c) all documentation related to the Prima Facie case of an Integrity Code Violation, including witness statements and/or expert reports if applicable.

20.5 In addition to information provided in a report, the Board may consider information that has come to their attention by whatever means to establish whether there is a Prima Facie case of violation, and in such circumstances, they will initiate an investigation for an alleged violation.

20.6 Grounds do not need to be given for the initiation of an investigation for an alleged violation or the referral of the matter to the GAIU. The decision may not be contested. The Respondent may be notified of the commencement of such an investigation and of the possible Integrity Code Violation(s) to which the investigation relates and may be afforded the right to make a written submission as part of the investigation.

20.7 The Board may write to any Covered Person against whom a Prima Facie case has been found to exist, to ask whether or not that person wishes to admit any Integrity Code Violation(s) and enter an agreed-upon sanction. The sanction offered at this stage is without prejudice to the position that the Board may take later on in the proceedings. In particular, the sanction offered may be lower than what the Board would request at a later stage, in order to encourage the early resolution of the matter and to incentivize acceptance of responsibility by the Respondent/Covered Person.

- a) If the proposal of sanction by the Board of Directors is accepted by the Covered Person, the case shall be closed. There shall be no appeal against an accepted sanction. The parties may agree that the sanction be kept confidential and not reportable. If the sanction cannot be agreed upon, or if the matter is of a serious nature, then the Board of Directors may call that the GAIU be empanelled as set out in Article 17.4 and the matter be transferred to the GAIU for disposition.

20.8 At any time, whether or not the Board consider there is a Prima Facie case, they may refer any information received from a report or otherwise, to the appropriate criminal, authorities or bodies, if they consider it appropriate to do so or it is required by law.

21. PROVISIONAL MEASURES

21.1 The GAIU may impose provisional measures on the Respondent pending completion of the investigation and a decision if they consider that the safety or well-being of a person, and/or public confidence in the integrity of the sport of Aquatics is at risk pending the outcome of the investigation. The Respondent may not be given an opportunity to submit their position before provisional measures are imposed. Any provisional measures imposed will take effect from the date of receipt of notice of provisional measures from the GAIU's decision. A copy of the decision to impose provisional measures on the Respondent shall be:

- a) notified to the Respondent, as well as their Guam Aquatics Member (if applicable); and
- b) publicly disclosed.

- 21.2 There shall be no appeal against a decision to impose provisional measures.
- 21.3 During the period of any provisional suspension, a Respondent will be subject to the same restrictions that apply during a period of ineligibility, as set out in the Integrity Code.
- 21.4 A Respondent may at any time accept a voluntary provisional suspension pending determination of the charge(s) against them. Such voluntary provisional suspension will come into effect only upon receipt by the GAIU of written confirmation of the Respondent's acceptance of the provisional suspension.
- 21.5 No admission may be inferred, or other adverse inference drawn, from a Respondent's acceptance of voluntary provisional suspension.
- 21.6 Any period of provisional suspension served and complied with (whether voluntarily or otherwise) shall be credited against any period of suspension subsequently imposed on the Covered Person.

22. INVESTIGATING POTENTIAL INTEGRITY CODE VIOLATIONS

- 22.1 The Board and/or the GAIU may investigate potential Integrity Code Violations. Regardless of any preliminary investigation that may have been conducted by the Board, the GAIU in its capacity as an Investigatory Body shall have de novo review.
- 22.2 The Board and/or the GAIU may be assisted by Staff/Volunteers or any third party appointed to assist.
- 22.3 The Board and/or the GAIU may at any stage after they consider there to be a Prima Facie case (including after the notice of charge) make a written Demand to any Covered Person to provide any document, information, or item that they reasonably believe may evidence or lead to the discovery of evidence of an Integrity Code Violation. If the Covered Person is also the Respondent, the written Demand shall serve as a notice of charge of a potential Guam Aquatics Integrity Code Violation. The GAIU shall have the power to call any Covered Person or other person as a witness to participate in an interview. Any Covered Person shall be obliged to cooperate with such interview and may be accompanied by a legal representative.
- 22.4 A refusal or failure by a Covered Person to comply immediately with a request for interview shall constitute a separate violation of this Guam Aquatics Integrity Code. Any attempted or actual damage, alteration, destruction or hiding of any documents, information, or item relevant to the investigation, whether before or after a Demand is issued, shall constitute a further separate violation of this Guam Aquatics Integrity Code.
- 22.5 In each case following completion of the investigation, the Chief Ethics and Compliance Officer shall decide whether to pursue a violation and, if so, whether provisional measures should be imposed on the Covered Person, pending resolution of the case.
- 22.6 Where it is determined that no procedure shall be opened, the matter shall not proceed and any provisional measures previously imposed shall be lifted. A decision that a matter shall not proceed is not subject to appeal.

23. NOTICE OF CHARGE

- 23.1 Subject to Article 20.4, when the Board decides to pursue an Integrity Code Violation, a notice of charge may be sent to the Covered Person with a copy to their Guam Aquatics Member (if applicable). The Board is entitled to decide to postpone the notification of any such notice where in their discretion there are important reasons to do so, like for instance the risk that

such a notice could have a negative impact on the investigations. The Board may also decide to refer the case to the GAIU without sending any notice of charge.

Any notice to be given under this Integrity Code by the GAIU shall be deemed to have been validly given if it is given in writing and delivered by one of the following means:

- a) by post to the last known address of the Covered Person;
- b) by personal delivery (including by hand or by courier to the published physical address of the Covered Person); or
- c) by electronic mail or other electronic means of communication such as social media, to the published email or other electronic address of the Covered Person;

Alternatively, where the Covered Person is a member of or affiliated to a World Aquatics Member, notification may be accomplished by delivery of the notice by one of the foregoing means to the World Aquatics Member. It will be the responsibility of the World Aquatics Member to without delay (i) forward the notice to the Covered Person, and (ii) inform the AQIU of such notification.

The GAIU may instruct the Covered Person at any time how any notice to be given by the Covered Person to the GAIU shall be communicated.

23.2 The notice of charge shall set out:

- a) the Integrity Code Violation(s) alleged to have been committed (including the specific Article(s) alleged to have been infringed);
- b) a summary of the facts upon which such allegations are based;
- c) a summary of the potential consequences and sanctions; and
- d) the Covered Person's entitlement to respond to the notice of charge in accordance with Article 23.3.

23.3 The Covered Person may respond to the notice of charge in one of the following ways:

- a) admit the charge and accept the potential consequences and sanctions specified in the notice of charge;
- b) admit the charge, but dispute and/or seek to mitigate all or any of the potential consequences and sanctions specified in the notice of charge and have the Adjudicatory Body determine the consequences and sanctions; or
- c) deny the charge, and have the GAIU determine the charge and any consequences and sanctions, in accordance with Article 25.

23.4 In the event the Covered Person does not respond by the specified deadline, the Covered Person will be deemed to have admitted the charge, and the consequences and sanctions specified in the notice of charge will apply. The sanction shall be notified and published as per Article 32.8. Such decision is not subject to appeal.

23.5 In the event the Covered Person admits the charge and accepts the consequences, the consequences specified in the notice of charge will apply. The sanction shall be notified and published as per Article 32.8. Such decision is not subject to appeal.

23.6 In the event that a Covered Person denies the charge and/or disputes and/or seeks to mitigate all or any of the potential consequences and sanctions specified in the notice of charge, the Board will file a written petition to the GAIU pursuant to Article 24.

24. FILING TO THE ADJUDICATORY BODY (GAIU)

- 24.1 Proceedings are initiated when the GAIU is empaneled and a filing is forwarded to it by the Board.
- 24.2 The filing shall contain the following:
- a) name and contact details of the Covered Person or their Guam Aquatics Member;
 - b) a summary of the charge;
 - c) all documentation on which the Party intends to rely, including witness statements and/or expert reports if applicable; and
 - d) the relief, including sanctions and consequences, sought by the Party.

25. ASSIGNMENT OF CASES

- 25.1 The GAIU shall be empanelled by the Guam Aquatics Board of Directors on a case-by-case basis as the need arises. If more than one filing is being referred to the GAIU, the Board may in its discretion empanel separate Panels to adjudicate the filings or it may refer multiple filings to the same Panel. A GAIU Panel may be composed of a single-member, or of three members, at the sole discretion of the Board.
- 25.2 Persons shall not be appointed to a Panel to adjudicate a case if circumstances exist that give rise to justifiable doubts as to their ability and availability to ensure a timely, fair and impartial hearing. In principle, no GAIU Member shall be appointed to a Panel to hear a specific case if they are a citizen of the country of the Respondent. Exceptions to such limitation may be made where necessary or appropriate/ The Chair of the GAIU may also determine situations in which a member of the GAIU should not be appointed due to a potential conflict of interest, such as when the GAIU Member and a party are affiliated to the same Guam Aquatics Member club.
- 25.3 Once the case has been referred to the GAIU, the proceedings are conducted by the Panel to which the case has been assigned.

26. CHALLENGE OF THE PANEL OR OF THE JURISDICTION

- 26.1 After the Panel has been appointed for a particular matter, the Parties shall be informed of the opening of the proceedings, the composition of the Panel, their right to be assisted by the representative(s) of their choice at their own cost and expense and shall be provided with the filing and all accompanying documents.
- 26.2 The Panel shall disclose any facts or circumstances known to them that might reasonably call into question their impartiality or independence (if any) and provide the Parties with an opportunity to provide submissions objecting to the appointment based on the disclosure provided by the Panel or for any other bona fide reason. No challenge of the appointed Panel will be accepted or valid if submitted after seven (7) calendar days from receipt of the notification of the Panel members.
- 26.3 Any challenge of the jurisdiction of the GAIU shall be filed within seven (7) calendar days from receipt of the filing of the procedure. Receipt is deemed effectuated upon service to the Accused Person or their/its Guam Aquatics Member in accordance with Article 26.1
- 26.4 Any such challenge shall indicate the grounds of the challenge and include, if possible, all relevant facts and supporting evidence.

- 26.5 Any application to challenge of the Panel shall be decided by the Chair of the GAIU, after the challenged member(s) of the Panel has been invited to submit written comments. In case the Chair of the GAIU is the challenged member, the challenge shall be decided by the Vice-Chair. The decision on the challenge of the Panel is final and is not subject to any appeal.
- 26.6 The Panel shall rule on its own jurisdiction in its Decision.
- 26.7 If no challenge of the jurisdiction of the appointed Panel is filed within seven (7) calendar days from receipt of the notification of the Panel members, the Parties are deemed to have accepted the jurisdiction of the GAIU and the appointment of the Panel.

27. ANSWER OF THE RESPONDENT

- 27.1 When directed to do so, the Respondent shall submit an answer in the form and within the deadline that will be communicated to Respondent. Such answer shall contain:
- a) a statement of defence;
 - b) any exhibits or other evidence upon which the Respondent intends to rely, including witness statements and/or expert reports;
 - c) the relief or remedy sought by the Respondent; and
 - d) the indication whether Respondent wishes for a hearing to be held.
- 27.2 The Respondent must set out the facts and law on which Respondent relies as comprehensively as possible. Written submissions shall be accompanied by all relevant evidence, including witness statements and expert reports.
- 27.3 If the Respondent fails to submit the answer within the set deadline, the Panel may nevertheless proceed with the case and render a Decision.

28. FURTHER SUBMISSIONS AND ADDITIONAL EVIDENCE

- 28.1 Unless otherwise agreed by the Parties or ordered by the Panel, the Parties shall not be authorised to supplement or amend their submissions, nor to produce new exhibits or further evidence after the submission of the filing and the answer, respectively.
- 28.2 The Panel may at any time order one or more Parties to supplement their submissions on a specific issue or to produce additional documents or witness statements.

29. HEARING

- 29.1 The Panel may, at its own discretion, decide whether or not a hearing shall be convened.
- 29.2 Unless otherwise decided by the Panel, hearings shall take place via videoconference.
- 29.3 It is the responsibility of the Parties to ensure the appearance at the hearing of any interpreters, witnesses and experts requested by them and to pay all costs and expenses associated with their appearance.
- 29.4 The Panel is responsible for the proper conduct of the hearing. The Panel may issue procedural directives as necessary and/or hold a preparatory telephone conference with the Parties and/or their representatives.
- 29.5 As a general rule, the Party who made the initial filing shall be heard first, followed by the Respondent.

- 29.6 The Panel will hear the witnesses and experts specified in the Parties' written submissions. This being said, the Adjudicatory Body may limit or disallow the appearance of any witness or expert, or any part of their testimony, on the ground of irrelevance.
- 29.7 Once the hearing is closed, the Parties shall not be authorised to produce further evidence or written pleadings, unless ordered otherwise by the Panel.

30. GENERAL CONDUCT OF THE PROCEEDINGS

- 30.1 Any procedural objection shall be raised without delay or shall be deemed to be waived.
- 30.2 The Parties may be represented or assisted by the representative(s) of their choice at their own cost and expense. The identity and contact information of the Person(s) representing or assisting the Parties shall be communicated to the Adjudicatory Body in advance of any hearing.
- 30.3 Upon a reasoned request of a Party, the Adjudicatory Body may decide to proceed in an expedited manner if the circumstances so require. In such case, the Panel shall issue appropriate directives accordingly.

31. BURDEN AND STANDARD OF PROOF; ADMISSIBILITY OF THE EVIDENCE

- 31.1 The GAIU will have the burden of establishing that a violation has been committed. The standard of proof will be the balance of probabilities (aka preponderance of evidence). This means that a fact is proven if it is more likely true than not true and/or at least 51% likely to have occurred. [CAS 2023/A/9482, *Evans v. World Aquatics*, ¶ 129; CAS 2009/A/1930, *WADA & ITF v. Gasquet*, ¶ 5.9].
- 31.2 Facts shall be established by any reliable means. The Adjudicatory Body shall at its own discretion determine the admissibility, relevance, materiality and weight of the evidence offered.
- 31.3 Unless provided otherwise in this Integrity Code, the principle of strict liability applies. Therefore, violations are punishable regardless of whether they have been committed intentionally, recklessly, and/or negligently.
- 31.4 The Adjudicatory Body may draw an adverse inference against any Covered Person who (a) fails to comply with any request for information, documentation or assistance; (b) fails to appear in front of the Adjudicatory Body; or (c) fails to answer any question(s) in the hearing.
- 31.5 In order to establish a violation against a legal person, such as a Guam Aquatics Member, World Aquatics, a World Aquatics Member or a Continental Organisation, it shall be sufficient to establish that one of their representatives and/or employees and/or delegates committed the violation.

32. DECISION PROCESS

- 32.1 Once the Parties have made their submissions, the GAIU Panel shall determine whether a violation has been committed. Where the Panel determines that a violation has been committed, the Panel shall also determine, in its discretion, the appropriate sanction(s), in accordance with Article 33.
- 32.2 The Panel shall have full power to review the facts and the law, and to apply this Integrity Code and any other Guam Aquatics Rules and Regulations. The Panel is not bound by the relief sought by the Parties nor by any prior findings by the Guam Aquatics Board of Directors.

Unless otherwise agreed to by all Parties or set forth otherwise herein, the laws of Guam shall apply.

32.3 The Panel shall issue a decision in writing to the Parties as soon as reasonably practicable setting out, in principle, the following:

- a) the name of the members(s) who decided the case;
- b) the name of the Parties;
- c) a summary of the relevant facts;
- d) an account of the procedure followed;
- e) the decision on jurisdiction;
- f) the provisions or a reference to the provisions on which the Decision is based;
- g) the reasons of the Decision, including the violation(s) committed, the applicable consequences and start date (if applicable);
- h) the operative part of the Decision;
- i) the decision, if any, in regard to costs; and
- j) a notice indicating any possibility to file an appeal in CAS and the relevant time limit.

32.4 In rendering the Decision, the Panel shall apply this Integrity Code as well as the Guam Aquatics Rules and Regulations and, subsidiarily, Swiss law.

32.5 The Panel will make its decision unanimously or by majority. No members of the Adjudicatory Body may abstain.

32.6 The Panel may rectify any error in computation, any clerical or typographical error, or any error or omission of a similar nature contained in a Decision, after it has been rendered.

32.7 Decisions are enforceable as soon as the operative part is communicated to the Parties by email.

32.8 A copy of the decision will be sent to the Covered Person's Guam Aquatics Member (where applicable). The decision will be made public upon receipt, including by posting a copy on the Guam Aquatics' website. If the Decision rules that no violation was committed, the Decision will only be published with the consent of the Covered Person. However, the fact that the charge has been dismissed may be publicly disclosed. The Panel may decide to redact specific parts of the Decision before its publication.

32.9 The Panel may decide to communicate the operative part of the Decision prior to the delivery of the full Decision including the reasons.

32.10 The Guam Aquatics Integrity Unit and the duties of the Panel in a matter shall be discharged upon the rendering of a final Decision or other resolution.

33. SANCTIONS

33.1 Any one or more of the following sanctions may be imposed for an Integrity Code Violation. Sanctions are reportable to the AQIU and may be published.

- a) a warning as to future conduct, except that the first oral or written warning shall not be considered as a sanction for purposes of this Guam Aquatics Integrity Code and shall not be reportable.
- b) a reprimand, except that the first oral or written reprimand shall not be considered as a sanction for purposes of this Guam Aquatics Integrity Code and shall not be reportable.
- c) a fine in an amount proportionate to the seriousness of the violation;

- d) an order of reimbursement or restitution;
- e) a suspension from carrying out specific activities on behalf of Guam Aquatics and/or Guam Aquatics Member for a specified period;
- f) a period of ineligibility, the length of which is to be determined based on what is proportionate in the circumstances of the case, taking into account in particular (i) the nature of the violation(s), (ii) the degree of fault of the Covered Person, (iii) the harm that the violation(s) has/have done to the sport, (iv) the need to deter future violations, and (v) any specific aggravating or mitigating factors;
- g) any other sanction deemed appropriate, including, but not limited to disqualification of results, annulment of results of any Event, removal from office, forfeiture of points and/or of quota places and/or of hosting rights, other loss of privileges, no contact directives, requirement to complete educational or other programs, and return of Guam Aquatics awards.

33.2 As part of an informal or formal resolution of any matter, a Covered Person may be required to complete an appropriate education or rehabilitation programme pertaining to the prevention of harassment and abuse as a condition of eligibility or as an independent sanction.

33.3 The sanction(s) to be imposed in a particular case shall be determined by reference to all the relevant circumstances of the case, including an assessment of the seriousness of the violation, and any mitigating or aggravating factors that may be present.

33.4 Aggravating factors may include (without limitation):

- a) the age or experience or position of trust or authority of the Covered Person (e.g., as coach of the team);
- b) the Covered Person's previous disciplinary record, including in particular any prior violations of this Guam Aquatics Integrity Code or similar offences;
- c) any finding that the Covered Person violated more than one Article of this Guam Aquatics Integrity Code or violated the same Article more than once;
- d) any finding that the Covered Person received or expected to receive a significant Benefit as a result of their violation;
- e) any finding that the Covered Person's violation affected or had the potential to affect the course or outcome of an Event;
- f) any finding that the violation was part of a broader scheme involving other Covered Persons, including evidence of coercion backed up by threats;
- g) the Covered Person's deceptive, obstructive, and or hostile behaviour before, during, or after the course of the investigation and/or the proceedings before the Guam Aquatics Integrity Unit or Guam Aquatics, such as providing no (or incomplete or inaccurate) information in response to questions or requests for information, pursuing frivolous arguments or defences; and/or
- h) any attempt regardless of method by the Covered Person to intimidate, harass, or bring disrepute to Guam Aquatics, the Guam Aquatics Integrity Unit, or sport. Violations of this subsection may also be subject to sanction under the Guam Aquatics Guam Aquatics Safeguarding Rules on the Protection from Harassment and Abuse.

- 33.5 Mitigating factors may include (without limitation):
- a) the youth or inexperience of the Covered Person and/or any finding that there was taken advantage of them by more experienced or more senior Covered Persons;
 - b) the Covered Person's good previous disciplinary record;
 - c) any finding that the Covered Person did not receive or expect to receive any significant Benefit as a result of the violation(s);
 - d) any finding that the Covered Person's violation(s) did not affect or have the potential to affect the course or outcome of an Event;
 - e) the Covered Person's timely admission of a violation when confronted with the alleged violation(s);
 - f) the Covered Person's cooperative behaviour during the course of the investigation and/or the proceedings before the Guam Aquatics Integrity Unit, such as providing information requested on a timely and complete basis, and/or volunteering information;
 - g) the Covered Person's provision of Substantial Assistance (provided that the extent of the mitigation will depend mainly on the extent to which the Substantial Assistance enabled the Guam Aquatics Integrity Unit or other relevant authority to establish other violations of this Guam Aquatics Integrity Code or other applicable laws or regulations); and
 - h) the Covered Person displaying remorse (including, for example, by agreeing to take part in integrity educational programmes if organised by Guam Aquatics).
- 33.6 Where more than one violation has been committed, the sanction will be based on the most serious violation and increased as appropriate depending on the specific circumstances.
- 33.7 Any period of ineligibility imposed under the Code will commence on the date it is imposed, or otherwise accepted by the Covered Person, with credit given for any period of provisional suspension served and complied with.
- 33.8 Where the Panel sees fit, it may suspend the implementation of all or part of any sanction(s) imposed for so long as specified conditions are satisfied.
- 33.9 During any period of ineligibility or provisional suspension, a Covered Person may not (i) participate in or attend any Event; (ii) attend any other Aquatics-related activity organised by or on behalf of Guam Aquatics, World Aquatics or any Continental Organisation or Guam Aquatics Member, save that at Guam Aquatics' invitation the attendance is allowed in an educational capacity as part of an integrity programme organised by Guam Aquatics; and (iii) hold or be a candidate for any position (or have any dealings) as a Guam Aquatics Official or Other Official.
- 33.10 Any potential violation of the period of ineligibility or provisional suspension shall be considered an Integrity Code Violation and shall be pursued and sanctioned in accordance with Chapter D.
- 33.11 Extension of Sanctions. Additionally to any sanction imposed by the GAIU or Board, the period of ineligibility originally imposed in accordance with this Integrity Code shall recommence from the date of such violation (disregarding the period of ineligibility served prior to such violation) and (where applicable) the Covered Person shall be immediately disqualified from the relevant Event.

- 33.12 This Integrity Code shall continue to apply to any ineligible Covered Person and separate proceedings may be brought against the Covered Person under this Integrity Code for any violation committed during the period of ineligibility.

34. COSTS

- 34.1 The cost of proceedings before the Guam Aquatics Integrity Unit shall be shared equally between all Parties.
- 34.2 Each Party shall bear its own costs and expenses incurred in connection with the proceedings and, in particular, the costs of legal representation and fees, translation, witnesses and experts.
- 34.3 Even if their period of suspension/ineligibility has expired, a Covered Person may not participate in any manner or capacity in any Event (or otherwise act as or have any dealings with Guam Aquatics as a Guam Aquatics Official or Other Official) until the Covered Person has paid in full any fine and/or costs that were ordered to pay under this Integrity Code unless Guam Aquatics (in its absolute discretion) agrees (and the Covered Person complies with the terms of) an instalment plan for the payment of such amounts.

35. APPEALS EXCLUSIVELY TO THE CAS

- 35.1 Only final decisions determining that an Integrity Code Violation has been committed may be appealed by any Party to the proceedings in question (including appeals by Guam Aquatics). Any such appeal shall be filed exclusively to the CAS, an independent judicial authority. Recourse to ordinary state or federal courts is prohibited.
- 35.2 To be admissible, an appeal to CAS must be filed with the CAS within twenty-one (21) calendar days of the appealing Party's receipt of the written reasoned decision in question by email. A copy of the appeal shall be served at the same time on the other Party(ies). Only the notification by email of the full Decision is relevant for the purposes of calculating the time limit to appeal in CAS. The appeal shall comply with the applicable rules and requirements of the CAS Code of Sports-related Arbitration.
- 35.3 An appeal to CAS shall not have any automatic suspensive effect, except for the payment of a fine, including in respect of any suspension or provisional measure. Accordingly, pending the resolution of the appeal by the CAS, the decision being appealed (including any sanction(s) imposed) will remain in full force and effect (unless the CAS orders otherwise).
- 35.4 The appeal proceedings before CAS shall be conducted in English and the procedure will be governed by the procedural rules of the CAS Code of Sports-related Arbitration. The substantive issues on appeal will be governed by this Integrity Code (and any other applicable Guam Aquatics Regulations and/or guidelines) and subsidiarily by Swiss law.

36. RECOGNITION OF DECISIONS AND PROVISIONAL MEASURES

- 36.1 Decisions taken under this Guam Aquatics Integrity Code, including decisions on provisional measures and decisions of CAS on appeals submitted to CAS, are applicable worldwide and shall be recognised, respected and given effect by Guam Aquatics and all Guam Aquatics Members, without the need for any further formality.
- 36.2 Guam Aquatics and Guam Aquatics Members shall recognise and take all necessary and reasonable steps within their powers to enforce and give effect to all decisions taken under

the regulations of a Continental Organisation, World Aquatics, a World Aquatics Member, or a Guam Aquatics Member adopted in accordance with the World Aquatics Integrity Code or this Guam Aquatics Integrity Code.

- 36.3 Guam Aquatics and Guam Aquatics Members shall recognise, respect and give effect to final decisions taken by other Sports Organisations if such decisions purport to be within the authority of that Sports Organisation and the Integrity Code of that body is consistent with the World Aquatics Integrity Code. Such recognition shall be without prejudice to the Guam Aquatics' right to seek further sanctions against the Covered Person beyond the sanctions imposed by the other Sports Organisations, in accordance with this Guam Aquatics Integrity Code. Guam Aquatics may decide not to recognise such a decision if it violates the World Aquatics Constitution or important principles of law.
- 36.4 Guam Aquatics and the Guam Aquatics Integrity Unit shall be able to consult with the AQIU, subject to confidentiality arrangements, when it becomes aware of a case being investigated by or about a Guam Aquatics Member.
