



## PGA TOUR INTEGRITY PROGRAM MANUAL

Effective January 1, 2018

### (1) INTRODUCTION.

- (a) **Purpose.** The PGA TOUR has developed the PGA TOUR Integrity Program (the “**Integrity Program**”) for the primary purpose of preventing betting-related corruption in PGA TOUR competitions. The mission of the Integrity Program is as follows:

*To maintain integrity and prevent and mitigate betting-related corruption in PGA TOUR competitions – ensuring competitions always reflect, and appear to reflect, the best efforts of the players, while protecting the welfare of the players and others involved with the PGA TOUR – through clear policies and regulations, ongoing education and training, and effective and consistent monitoring and enforcement functions.*

- (b) **Scope.** The Integrity Program applies to all tours owned and/or operated by PGA TOUR, Inc. (the “**PGA TOUR**”) anywhere in the world.
- (c) **Manual.** The governing terms and conditions of the Integrity Program are set forth in this PGA TOUR Integrity Program Manual (this “**Manual**”).
- (d) **Covered Persons.** This Manual applies to the following persons (“**Covered Persons**”):
- (i) **Members.** Each member of the PGA TOUR (“**Member**”).
  - (ii) **Players.** Each player (Member or non-Member) competing in a PGA TOUR-sanctioned golf tournament (“**PGA TOUR Event**”) anywhere in the world (“**Player**”).
  - (iii) **Affiliated Persons.** Each person affiliated with a Member or Player, including each caddie, family member, spouse, partner, agent, manager, instructor, trainer and other person, who receives credentials to access a PGA TOUR Event at the Member or Player’s request (“**Affiliated Person**”).
  - (iv) **Volunteers.** Each volunteer for a PGA TOUR Event (“**Volunteer**”).
  - (v) **Directors.** Each non-player director of the PGA TOUR Policy Board (“**Directors**”).
  - (vi) **Employees.** Each employee of PGA TOUR or any of its affiliates (“**Employee**”).
  - (vii) **Tournament Personnel.** Each host organization employee, and each third party involved in the operation of the competition portion of a PGA TOUR Event, who receives credentials to access a PGA TOUR Event (“**Tournament Personnel**”).

This Manual applies to a non-Member Player, Affiliated Person, Volunteer or Tournament Personnel only with respect to the PGA TOUR Event(s) that he or she participates in, receives credentials to or accesses in such capacity, notwithstanding anything in this Manual to the contrary.

- (e) **Former Covered Persons.** The PGA TOUR retains the right under this Manual to investigate, bring actions against and sanction any person who is no longer a Covered Person but committed a Violation while a Covered Person; and such person will be deemed to be a “Covered Person” under this Manual for such purposes. For clarity, however, a

Violation may result only from the act of a Covered Person occurring after the effective date of this Manual.

- (f) **Integrity Officer.** The Integrity Program will be overseen by the PGA TOUR Integrity Officer (the “**Integrity Officer**”). The Integrity Officer will be designated by the PGA TOUR.

(2) **PROHIBITED CONDUCT.**

- (a) **List of Violations.** The following conduct is prohibited:

- (i) **Betting on Professional Golf Events.** Any Covered Person, directly or indirectly, Betting on the outcome or any other aspect of any PGA TOUR Event, any other professional golf competition or any elite amateur golf competition (including Olympic Golf) anywhere in the world (“**Professional Golf Event**”). In this Manual, “**Betting**” means placing any money or other thing of value on the occurrence of an uncertain outcome with the expectation of return.
- (ii) **Soliciting Betting on Professional Golf Events.** Any Covered Person, directly or indirectly, soliciting, encouraging or facilitating Betting by others on the outcome or any other aspect of any Professional Golf Event.
- (iii) **Failing to Give Best Efforts.** Any Member or Player failing to give, or accepting any money or other thing of value to not give, best efforts in any Professional Golf Event; or any Covered Person directly or indirectly encouraging or inducing any Member or Player to fail to give best efforts in any Professional Golf Event.
- (iv) **Contriving an Outcome.** Any Covered Person, directly or indirectly, contriving the outcome or any other aspect of any Professional Golf Event.
- (v) **Facilitating Unauthorized Access.** Any Covered Person facilitating a third party’s access to a Professional Golf Event for the purpose of conducting unauthorized activities in relation to Betting on the outcome or any other aspect of the Professional Golf Event.
- (vi) **Associating with Betting-Related Persons.** Any Covered Person associating with any person(s) whose Betting-related activities will or might reflect adversely on the integrity or the appearance of integrity in Professional Golf Events.
- (vii) **Providing Inside Information.** Any Covered Person providing Inside Information to a third party that he or she knew would be used, or should have known would be used, for Betting on the outcome or any other aspect of any Professional Golf Event. In this Manual, “**Inside Information**” means information relating to a Professional Golf Event (e.g., the health of a player, the conditions of a course, etc.) that is not publicly available and that a Covered Person knows due to his or her unique position in the game of golf.

The commission, attempted commission or aiding of any of the acts set forth in this Section 2(a) by a Covered Person will be deemed be a violation of this Manual (“**Violation**”) by the Covered Person.

- (b) **Player Responsibility for Affiliated Persons.** Each Member and Player inform his Affiliated Persons of all the relevant terms of this Manual and shall be responsible for the acts of his Affiliated Persons under this Manual. Any Violation by an Affiliated Person of a Member or Player (including, for clarity, his Caddie) will be deemed to be a “Violation” by the Member or Player.

(3) **REPORTING OF VIOLATIONS.**

- (a) **Obligation to Report.** Each Covered Person shall report to the PGA TOUR, as soon as possible: (i) if he or she becomes aware of any activity that would reasonably be expected to constitute or lead to a Violation by any Covered Person; and (ii) if he or she is, or he or she becomes aware of any other person being, approached by any person who offers any money or other thing of value to influence the outcome or any other aspect of a Professional Golf Event or to provide Inside Information for Betting on a Professional Golf Event. The failure to report information under this Section 3(a) will be deemed to be a “Violation.”
- (b) **Anonymous Reporting Lines.** The PGA TOUR will maintain an anonymous email address and telephone lines for the reporting of information under Section 3(a), as follows:

Email: [integrity@pgatourhq.com](mailto:integrity@pgatourhq.com)

Domestic Calls (U.S., Canada, Puerto Rico & Guam): (844) 891-9646 (toll-free)

International Calls: (904) 543-2010

Further, Covered Persons may report such information directly to the Integrity Officer at any time. The PGA TOUR will use and disclose any information reported under Section 3(a) solely for purposes of administering the Integrity Program in accordance with this Manual. The PGA TOUR will seek to maintain the confidentiality of the identity of the reporting person (if known) at all times to the maximum extent possible, unless otherwise required by applicable law or approved by the reporting person.

- (4) **EDUCATION.** Each Member will be required to complete an online educational program regarding Betting-related corruption as a condition to his participation in PGA TOUR Events. Each Member is expected to be fully aware of the contents of the educational program and the terms of this Manual, and ignorance of such content and terms will not be an excuse for a Violation. The online program is designed primarily to educate Members on the risks of Betting-related corruption and how to respond to an unwanted approach from a betting-related person. In addition, the PGA TOUR will seek to distribute and make available educational materials and resources to other Covered Persons. Covered Persons are encouraged to contact the Integrity Officer at any time if they wish to receive any additional educational assistance.
- (5) **MONITORING.** The PGA TOUR will, with the assistance of a third-party service provider, monitor for irregularities in the global betting markets for PGA TOUR Events. If the PGA TOUR becomes aware of any irregular activity in the betting markets or of any other activity that suggests a Violation may have occurred, the PGA TOUR will review the matter and determine whether an investigation is merited under Section 6.
- (6) **INVESTIGATIONS.**
- (a) **Investigation Unit.** Each investigation of a potential Violation under this Manual (“Investigation”) will be conducted by an Investigation Unit. In this Manual, “Investigation Unit” means one or more independent consultants designated by the PGA TOUR. The Investigation Unit may, but is not required to, notify each relevant Covered Person that he or she is subject to an Investigation.
- (b) **Cooperation with Investigation.** Each Covered Person subject to an Investigation shall cooperate fully with the Investigation. Without limitation: (i) a Covered Person shall timely provide (and hereby waives any right to withhold) information and records requested by the Investigation Unit for purposes of the Investigation, which may include telephone records, text messages, emails, financial records and storage devices; (ii) a Covered Person, as requested by the Investigation Unit, shall submit or provide a true and complete written statement and/or oral interview setting forth facts and circumstances with respect to the Investigation; and (iii) a Covered Person shall not tamper with or destroy evidence that is or could be relevant to an Investigation. Each Covered Person consents to the collection and use of information relating to him/her, including personal information, by the

PGA TOUR and/or Investigation Unit for purposes of the Investigation and any Disciplinary Procedure. The failure of a Covered Person to comply with this Section 6(b) will be deemed to be a Violation by the Covered Person.

- (c) **Coordination with Criminal Authorities.** If any matter subject to an Investigation hereunder is also subject to a criminal investigation or any other similar proceeding, including any action brought by any regulatory authority, in any jurisdiction, the PGA TOUR may coordinate with the relevant law enforcement and other authorities in the PGA TOUR discretion. In connection therewith, the PGA TOUR may disclose information relating to the Investigation hereunder to the relevant authorities. Further, the PGA TOUR may use information obtained from the relevant authorities in the Investigation hereunder. The PGA TOUR may continue to conduct, or suspend, the Investigation hereunder during the course of a criminal investigation or similar proceeding in its discretion, subject to applicable law.
- (d) **Findings of Investigation.** The Investigation Unit will report its findings from the Investigation to the PGA TOUR for review and consideration.

(7) **DISCIPLINARY PROCEDURES.**

- (a) **Commencement of Disciplinary Procedure.** Based on the findings of the Investigation Unit and any other information known to the PGA TOUR regarding a potential Violation, the PGA TOUR will determine whether to commence the disciplinary procedure set forth in this Section 7 (“**Disciplinary Procedure**”). If the PGA TOUR commences the Disciplinary Procedure, the PGA TOUR will notify the relevant Covered Person in writing of the potential Violation and the commencement of the Disciplinary Procedure.
- (b) **Statement of Covered Person.** The Covered Person will have seven (7) calendar days from the delivery of the notice set forth in Section 7(a) to submit a written statement regarding the potential Violation, including any mitigating circumstances. In addition, if the Covered Person is a Director, he or she will have the opportunity to state his/her explanation of the facts and circumstances surrounding the potential Violation before the other directors of the PGA TOUR Policy Board either by teleconference or in person.
- (c) **Determination of the PGA TOUR.** The PGA TOUR will consider any written statement submitted by the Covered Person, along with all other relevant information, and will determine: (i) if a Violation or Violations have occurred; and (ii) the sanctions imposed on the Covered Person for any Violation(s). Such determination of the PGA TOUR (the “**Determination**”) will be made by: (1) the Commissioner of the PGA TOUR (the “**Commissioner**”) if the Covered Person is a Member or Player; (2) the other directors of the PGA TOUR Policy Board if the Covered Person is a Director; or (3) the Integrity Officer if the Covered Person is not a Member, Player or Director. The PGA TOUR will notify the Covered Person (and any responsible Player) of the Determination by written notice. Subject only to the right of the Covered Person (other than a Director) to appeal the Determination pursuant to Section 9, the Determination will be the full, final and complete disposition of the matter and will be binding on the PGA TOUR and the Covered Person.

(8) **SANCTIONS.**

- (a) **Sanctions for Members and Players.** Sanctions for a Member or Player due to a Violation or Violations (by the Member or Player and/or his Affiliated Persons) may include:
  - (i) A warning;
  - (ii) A required education program;

- (iii) A fine, not to exceed \$500,000 for any Violation or connected group of Violations or, if greater, the amounts received by the Member or Player from the activity leading to the Violation(s);
  - (iv) Disqualification from PGA TOUR Events, including the loss of results, points and prize money, from the date the Violation was found to occur going forward;
  - (v) A suspension from competition in PGA TOUR Events, membership with the PGA TOUR and/or any other involvement with the PGA TOUR; and/or
  - (vi) A permanent ban from competition in PGA TOUR Events, membership with the PGA TOUR and/or any other involvement with the PGA TOUR.
- (b) ***Sanctions for Other Covered Persons.*** Sanctions for a Covered Person who is not a Member or Player due to a Violation or Violations may include:
- (i) A warning;
  - (ii) A required education program;
  - (iii) A fine, not to exceed \$250,000 for any Violation or connected group of Violations or, if greater, the amounts received by the Covered Person from the activity leading to the Violation(s):
  - (iv) The temporary and/or permanent denial of access and/or credentials to PGA TOUR Events;
  - (v) For Directors, removal from the PGA TOUR Policy Board; and/or
  - (vi) For Employees, disciplinary action up to and including termination of employment.
- (c) ***Mitigating and Aggravating Circumstances.*** In making a Determination of the sanction(s) imposed for a Violation or Violations:
- (i) ***Mitigating Circumstances.*** The PGA TOUR may consider any mitigating circumstances, which may include:
    - (1) The Covered Person reporting the Violation(s) to the PGA TOUR;
    - (2) The Covered Person's cooperation with the Investigation;
    - (3) The Covered Person's lack of prior Violations or violations of other PGA TOUR rules and regulations;
    - (4) The Covered Person's lack of intent;
    - (5) The Covered Person's engagement with the PGA TOUR to complete any required education programs and/or assist in the delivery of education on behalf of the PGA TOUR to other Covered Persons; and/or
    - (6) Such other circumstances the PGA TOUR deems to be mitigating.
  - (ii) ***Aggravating Circumstances.*** The PGA TOUR may consider any aggravating circumstances, which may include:
    - (1) The Covered Person's lack of cooperation with the Investigation;

- (2) The Covered Person's prior record of Violations and/or violations of other PGA TOUR rules and regulations;
  - (3) A significant amount of money being involved in the Violation(s);
  - (4) The Covered Person's intent;
  - (5) The Covered Person exerting a negative influence on other Covered Persons;
  - (6) The Covered Person jeopardizing the safety and/or security of others;
  - (7) The Covered Person refusing to complete any required education programs and/or engage in the delivery of education on behalf of the PGA TOUR to other Covered Persons; and/or
  - (8) Such other circumstances the PGA TOUR deems to be aggravating.
- (d) **Fulfillment of Sanctions.** A Covered Person shall fulfill all sanctions set forth in a Determination not subject to an appeal under this Manual (and all sanctions ordered by the arbitration panel pursuant to Section 9(c)). In the event a Covered Person fails to fulfill any such sanctions, the PGA TOUR may impose additional sanctions hereunder due to such failure (as if such failure were a Violation itself).

(9) **APPEALS.**

- (a) **General.** A Covered Person may appeal a Determination in whole or in part only as set forth in this Section 9. The process set forth in this Section 9 shall be the sole and exclusive remedy for any appeal of a Determination. The PGA TOUR and each Covered Person hereby waive the right to seek a juridical review of a Determination. The parties shall seek to keep the fact of an appeal as well as the subject matter and the matters discussed therein confidential, subject to Section 11 below.
- (b) **No Appeal by Directors.** A Director will not be permitted to appeal a Determination.
- (c) **Notice of Appeal.** To appeal a Determination, the Covered Person must provide the PGA TOUR with written notice of his or her appeal (a "**Notice of Appeal**") within seven (7) calendar days of the PGA TOUR's delivery of notice of the Determination pursuant to Section 7(c). If the Covered Person fails to provide a Notice of Appeal within such time period, the Determination shall be final and not subject to any further challenge or appeal.
- (d) **Appeals by Members and Players.**
  - (i) **Arbitration Panel.** An appeal by a Member or Player shall be administered by the American Arbitration Association ("**AAA**") and shall be heard before an arbitration panel composed as described in subsection (ii) below (the "**Panel**").
  - (ii) **Selection of Arbitrators.** The PGA TOUR shall forward the Member or Player's appeal to the AAA, along with the name of an arbitrator selected by the PGA TOUR from the list of Arbitrators who are both AAA arbitrators located in North America and Court of Arbitration for Sport arbitrators (the "**List**"). The arbitrator selected by the PGA TOUR shall be the chairman of the Panel. The AAA shall then provide the List to the Member or Player, together with the name of the arbitrator selected by the PGA TOUR. The Member or Player shall have three (3) business days to select an arbitrator from the List. If no arbitrator is selected by the Member or Player during the designated time period, the arbitration shall be heard by the single arbitrator selected by the PGA TOUR. If the Member or Player selects an

arbitrator within the designated time period, then within three (3) business days from notification of the selection by the Member or Player, the two selected arbitrators shall decide on a third, qualified arbitrator. If the two arbitrators do not select a third arbitrator within the designated time period, the AAA Regional Vice President, or similar position, who is assigned by AAA to administer the appeal shall select the third, qualified arbitrator within two (2) business days after the designated time period has expired. The PGA TOUR and Member or Player may also mutually agree to have the matter heard by a single arbitrator. The arbitrators shall be compensated at the hourly rate established by the Court of Arbitration for Sport in effect at the time the arbitrators are appointed.

- (iii) *Timing and Location of Hearing.* The hearing shall take place within forty-five (45) days of the formation of the Panel unless exceptional circumstances warrant delay. The hearing shall be expedited at the request of either the PGA TOUR or Member or Player for good cause shown. The location of the hearing shall be determined by the chair of the Panel. All hearings shall be closed to the public.
  - (iv) *Hearing Rules.* In all hearings, the rules set forth in this Section 9(b) shall control:
    - (1) Discovery. No discovery shall be permitted, except that the PGA TOUR shall produce the findings of the Investigation Unit.
    - (2) Burden and Standard of Proof. If the Covered Person appeals a Determination that a Violation has occurred, the PGA TOUR shall have the burden of establishing by a balance of probability that the Violation occurred.
    - (3) Admissibility of Evidence. Facts related to Violations may be established by any reliable means, including admissions, witness statements and documentary evidence.
    - (4) Refusal to Participate. The Panel may draw an inference adverse to a Member or Player if the Member or Player refuses, after a request made a reasonable time in advance of the hearing, to appear at the hearing and to answer questions from the Panel.
    - (5) Court Finding. The facts established by a decision of a court or professional disciplinary tribunal of competent jurisdiction which are not the subject of a pending appeal shall be irrebuttable evidence against the Member or Player to whom the decision pertained unless the Member or Player establishes that the decision violated principles of natural justice.
  - (v) *Decision of Panel.* The Panel shall render its written decision within fifteen (15) days of the close of the evidence. That decision shall be final.
  - (vi) *Costs and Expenses.* Each party shall bear its own costs and attorneys fees. The Panel shall direct the non-prevailing party to pay the costs and fees of the arbitrators and the administrative costs of the AAA.
- (e) *Appeals by Other Covered Persons.*
- (i) *Appeals Official.* An appeal by a Covered Person who is not a Member, Player or Director will be heard by the head of the tour to which the Violation relates or another PGA TOUR executive (the “**Appeals Official**”), as selected by the PGA TOUR.

- (ii) **Submission of Materials.** Within fifteen (15) days of a Covered Person filing a Notice of Appeal, the Covered Person may submit to the Appeals Official any and all written evidence, documentation, affidavits, witness statements, legal memoranda and/or other materials relevant to the appeal.
- (iii) **In-Person Hearing for Caddies.** If the Covered Person is a caddie subject to a suspension or permanent ban from accessing PGA TOUR Events, the Covered Person will have the opportunity to have an in-person hearing before the Appeals Official at PGA TOUR Headquarters in Ponte Vedra Beach, Florida at a mutually-agreed time and date within forty-five (45) days of the Notice of Hearing. At the hearing, the Covered Person and/or his/her counsel may present his/her explanation of the facts and circumstances surrounding the matter and will respond to any questions of the Appeals Official. No witnesses may be called. The Integrity Officer will participate in the hearing to represent the interests of the PGA TOUR. The PGA TOUR and Covered Person will bear their respective costs and expenses for the in-person hearing, provided that the PGA TOUR will provide an interpreter at the hearing at its expense, if necessary.
- (iv) **Decision of Appeals Official.** As soon as practicable after considering the materials submitted and/or any hearing, the Appeals Official will give the Covered Person and PGA TOUR written notice of his or her decision to affirm, modify or reverse the Determination. The decision of the Appeals Official shall be final.

**(10) PROVISIONAL SUSPENSIONS.**

- (a) **General.** The PGA TOUR may impose a provisional suspension of a Covered Person at any time prior to a final Determination (including any time prior to the conclusion of a appeal) (a "**Provisional Suspension**") if the relevant representative of the PGA TOUR, exercising his or her reasonable discretion, believes it is likely a Violation was committed and/or believes the integrity and/or reputation of the PGA TOUR and/or the game of golf would be undermined absent a Provisional Suspension. A Provisional Suspension would consist, depending on the status of the Covered Person suspended, of a suspension of the right to compete or participate in PGA TOUR Events, receive credentials to or access PGA TOUR Events, volunteer for PGA TOUR Events, serve on the PGA TOUR Policy Board or be employed by the PGA TOUR.
- (b) **Authority to Impose.** A Provisional Suspension may be imposed by (and only by): (a) the Commissioner if the Covered Person is a Member or Player; or (b) the Integrity Officer if the Covered Person is not a Member or Player.
- (c) **Effectiveness.** A Provisional Suspension will be effective upon the delivery of written notice from the PGA TOUR to the relevant Covered Person. The period of a Provisional Suspension will be applied to any suspension included in a Determination.

**(11) DISCLOSURES OF INFORMATION.**

- (a) **Required Public Disclosures.** The PGA TOUR will publicly disclose any Determination of a Violation by a Member of Player that includes a suspension or permanent ban from competition in PGA TOUR Events and/or membership with the PGA TOUR (excluding any such suspension or ban arising from the failure to fulfill a sanction imposed for a prior Violation). Such disclosure will include, at a minimum, the name of the Member or Player, the Violation and the sanctions imposed. The timing of such disclosure will be in the PGA TOUR's discretion.
- (b) **Other Disclosures.** The PGA TOUR may disclose Determinations not covered in Section 11(a), Investigations, Disciplinary Procedures, Provisional Suspensions and other information relating to the Integrity Program publicly or privately as deemed appropriate or



necessary by the PGA TOUR in its discretion, subject to Section 3(b). Without limitation, the PGA TOUR may, as deemed appropriate or necessary by the PGA TOUR in its discretion: (i) disclose information relating to the Integrity Program to other governing bodies in golf; (ii) disclose information relating to the Integrity Program to law enforcement and governmental, regulatory and judicial authorities; (iii) correct any public record or account; and (iv) publish statistical information about the Integrity Program.

- (12) **MUTUAL RECOGNITION.** The PGA TOUR may, without conducting its own proceedings hereunder, recognize and give effect to integrity-related decisions and sanctions of current or prospective Covered Persons by other governing bodies in golf, including any suspension (actual or provisional) or permanent ban of a Member or Player by another governing body in golf. Without limitation, the PGA TOUR may deny entry to a PGA TOUR Event by any player or caddie who is subject to an integrity-related investigation or disciplinary proceedings of another governing body in golf.
- (13) **MISCELLANEOUS.**
- (a) **Governing Law.** This Manual shall be governed in all respects (including matters concerning the arbitrability to disputes) by the laws of the State of Florida, without regard to conflicts of laws principles.
  - (b) **Amendments.** The PGA TOUR may amend this Manual at any time. Any such amendment (unless otherwise agreed) shall bind existing Covered Persons only if set forth in an advance written notice thereof, effective as of the date set forth in such notice.
  - (c) **Notices.** All notices under this Manual shall be delivered: (i) if to the PGA TOUR, at 100 PGA TOUR Boulevard, Ponte Vedra Beach, Florida 32082, Attention: Integrity Officer via a nationally- or globally-recognized delivery service or to the Integrity Officer via hand delivery; and (ii) if to a Covered Person, at the last physical address on file with the PGA TOUR via a nationally- or globally-recognized delivery service, the last email address on file with the PGA TOUR or by hand delivery. A notice will be deemed delivered under this Manual: (1) if delivered to a physical address, on the date of delivery confirmed by the nationally- or globally-recognized delivery service; (2) if delivered to an email address, on the date of delivery; or (3) if delivered by hand, on the date of delivery.
  - (d) **Severability.** In the event any provision of this Manual is determined invalid or unenforceable, the remaining provisions will not be affected.
  - (e) **Waiver.** The failure of a party to enforce any right set forth in this Manual shall not constitute a waiver of such right nor bar the enforcement of any other right.
  - (f) **Interpretation.** The section headings used in this Manual are for reference only and shall not have any effect on the interpretation of this Manual. The use of “including” and similar words in this Manual are not words of limitation.
- (14) **RELEASE.** Each Covered Person hereby releases the PGA TOUR, its affiliates and each of their respective directors, officers, members, employees, agents and representatives, including the Commission and Integrity Officer, jointly and severally, individually and in their official capacity, of and from any and all claims, demands, damages and causes of action whatsoever, in law or equity, arising out of or in connection with any decision, act or omission arising under the Integrity Program.

(end of this Manual)