

Cricket Namibia

Anti-Corruption Code for Participants

Effective as from 1st July 2022

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APPENDIX 1 DEFINITIONS

CRICKET NAMIBIA – ANTI-CORRUPTION CODE FOR PARTICIPANTS

ARTICLE 1 INTRODUCTION, SCOPE AND APPLICATION

1.1 Cricket Namibia has adopted this Anti-Corruption Code in recognition of the following Fundamental sporting imperatives:

1.1.1 All cricket matches are to be contested on a level playing-field, with the outcome to be determined solely by the respective merits of the competing teams and to remain uncertain until the cricket match is completed. This is the essential characteristic that gives sport its unique appeal.

1.1.2 Public confidence in the authenticity and integrity of the sporting contest is therefore vital. If that confidence is undermined, then the very essence of cricket will be shaken to the core.

1.1.3 Advancing technology and increasing popularity have led to a substantial increase in the amount, and the sophistication, of betting on cricket matches. The development of new betting products, including spread-betting and betting exchanges, as well as internet and phone accounts that allow people to place a bet at any time and from any place, even after a cricket match has started, have all increased the potential for the development of corrupt betting practices. That, in turn, increases the risk that attempts will be made to involve participants in such practices. This can create a perception that the integrity of the sport is under threat.

1.1.4 Furthermore, the nature of this type of misconduct is such that it is carried out under cover and in secret, thereby creating significant challenges for Cricket Namibia in the enforcement of rules of conduct. Consequently, Cricket Namibia needs to be empowered to seek information from and share information with competent authorities and other relevant third parties, and to require Participants to cooperate fully with all investigations and requests for information.

1.1.5 Cricket Namibia is committed to taking every step in its power (a) to prevent corrupt practices undermining the integrity of the sport of cricket, including any efforts to influence improperly the outcome or any other aspect of any Match; and (b) to preserve public confidence in the readiness, willingness and ability of Cricket Namibia, the ICC and all other National Cricket Federations to protect the sport from such corrupt practices.

1.2 This Anti-Corruption Code is to be interpreted and applied by reference to the fundamental sporting imperatives described in Article 1.1 (including, without limitation, where an issue arises that is not expressly addressed in this Anti-Corruption Code). Such interpretation and application shall take precedence over any strict legal or technical interpretations of this Anti-Corruption Code that may otherwise be proposed.

1.3 Unless otherwise indicated, references in this Anti-Corruption Code to Articles and Appendices are to articles and appendices of this Anti-Corruption Code. Unless set out in the Articles below, their respective definitions are set out in Appendix 1.

1.4 This Anti-Corruption Code applies to all Participants. For these purposes, a “Participant” is:

1.4.1 any cricketer who:

1.4.1.1 is selected (or who has been selected in the preceding twenty-four (24)

months) to participate in an International Match and/or a Domestic Match for any playing or touring club, team or squad that is a member of, affiliated to, or otherwise falls within the jurisdiction of, Cricket Namibia or any other National Cricket Federation; and/or

1.4.1.2 is subject to an unexpired period of Ineligibility imposed on him/her pursuant to this Anti-Corruption Code and/or any anti-corruption rules of the ICC or any other National Cricket Federation (a "Player"); and/or

1.4.2 any coach, trainer, manager, selector, team owner or official, doctor, physiotherapist or any other person who:

1.4.2.1 is employed by, represents or is otherwise affiliated to (or who has been employed by, has represented or has been otherwise affiliated to in the preceding twenty-four (24) months) a team that participates in International Matches and/or a playing or touring club, team or squad that participates in Domestic Matches and is a member of, affiliated to, or otherwise falls within the jurisdiction of, Cricket Namibia or any other National Cricket Federation; and/or

1.4.2.2 is subject to an unexpired period of Ineligibility imposed on him/her pursuant to this Anti-Corruption Code and/or any anti-corruption rules of the ICC, or any other National Cricket Federation (a "Player Support Personnel"); and/or

1.4.3 any Match Referee, Pitch Curator, Player Agent, Umpire or Umpire Support Personnel.

1.5 Each Participant is automatically bound by this Anti-Corruption Code as soon as he/she becomes a Participant. From that point, he/she shall be deemed to have agreed:

1.5.1 not to engage in Corrupt Conduct in respect of any Match, wherever it is held and whether or not he/she is personally participating or involved in any way with it;

1.5.2 that it is his/her personal responsibility to familiarise him/herself with all of the requirements of this Anti-Corruption Code, and to comply with those requirements (where applicable);

1.5.3 to submit to the jurisdiction of Cricket Namibia to investigate apparent or suspected Corrupt Conduct that would amount to a violation of this Anti-Corruption Code;

1.5.4 to submit to the jurisdiction of any Anti-Corruption Tribunal convened under this Anti-Corruption Code to hear and determine, (a) any allegation by Cricket Namibia that the Participant has committed Corrupt Conduct under this Anti-Corruption Code; and (b) any related issue (e.g. any challenge to the validity of the charges or to the jurisdiction of Cricket Namibia or the Anti-Corruption Tribunal, as applicable);

1.5.5 to submit to the exclusive jurisdiction of the CAS to hear and determine appeals made pursuant to this Anti-Corruption Code;

NOTE: For the avoidance of doubt, Cricket Namibia's jurisdiction to take action against a Participant under this Anti-Corruption Code is limited, subject to the provisions of Article 1.7 below, to Corrupt Conduct taking place in, or in relation to, Domestic Matches sanctioned or approved by Cricket Namibia.

1.5.6 not to bring any proceedings in any court or other forum that are inconsistent with the foregoing submissions to the jurisdiction of the aforementioned tribunals and the CAS; and

1.5.7 for the purposes of applicable data protection and other laws and for all other purposes, to the collection, processing, disclosure and use of information relating to him/herself and his/her activities, including personal information relating to him/herself and his/her activities, to the extent expressly permitted under the terms of this Anti-Corruption Code (and that he/she shall confirm such agreement in writing upon demand).

1.6 Without prejudice to Article 1.5, a Participant shall also be bound by the anti-corruption rules of the ICC and all other National Cricket Federations:

1.6.1 not to commit Corrupt Conduct as set out under those rules; and

1.6.2 to submit to the jurisdiction of first instance and appeal hearing panels convened under those rules to hear and determine allegations of breach of such rules and related issues.

1.7 For the avoidance of any doubt:

1.7.1 Where a Participant's alleged Corrupt Conduct would amount solely to a violation of this Anti-Corruption Code (whether such Corrupt Conduct actually relates to a Domestic Match or not), Cricket Namibia will have the exclusive right to take action against the Participant under this Anti-Corruption Code for such Corrupt Conduct;

1.7.2 Where a Participant's alleged Corrupt Conduct would amount solely to a violation of the anti-corruption rules of the ICC (whether such Corrupt Conduct actually relates to an International Match or not), the ICC will have the exclusive right to take action against the Participant under its own anti-corruption rules;

1.7.3 Where a Participant's alleged Corrupt Conduct would amount solely to a violation of the anti-corruption rules of another National Cricket Federation (whether such Corrupt Conduct actually relates to a Match taking place within the territory of such National Cricket Federation or not), the relevant National Cricket Federation will have the exclusive right to take action against the Participant under its own anti-corruption rules;

1.7.4 Where a Participant's alleged Corrupt Conduct would amount to a violation of this Anti-Corruption Code and one or more of the anti-corruption rules of the ICC and/or the Anti-Corruption rules of any other National Cricket Federation:

1.7.4.1 if the alleged Corrupt Conduct relates solely to one or more Domestic Matches played under Cricket Namibia's jurisdiction, Cricket Namibia will have the priority right and responsibility to take action under this Anti-Corruption Code against any relevant Participant for such Corrupt Conduct (irrespective of the nationality or place of residence of the Participant), but where it fails to take any action under its anti-corruption rules within 180 days of becoming aware of the Corrupt Conduct or agrees to defer to the National Cricket Federation to which the Participant is affiliated, the National Cricket Federation to which the Participant is affiliated may instead take action against the Participant in respect of such Corrupt Conduct under its anti-corruption rules provided it has first given notice in writing of such to Cricket Namibia. NOTE: Copies of the anti-corruption rules of the ICC and all other National Cricket Federations can be found on the ICC Website. The substance of each set of anti-corruption rules (including what constitutes Corrupt Conduct and the sanctions for

such Corrupt Conduct) of the ICC and National Cricket Federations are materially the same as this Anti-Corruption Code.

1.7.4.2 if the alleged Corrupt Conduct relates solely to one or more International Matches (other than International Tour Matches), the ICC will have the exclusive right to take action against the Participant under its own anti-corruption rules;

1.7.4.3 if the alleged Corrupt Conduct relates solely to one or more International Tour Matches played in Cricket Namibia's jurisdiction, then, unless otherwise agreed between the ICC and Cricket Namibia:

1.7.4.3.1 the ICC will have priority right and responsibility to take action under its anti-corruption rules against any Participant who participated on behalf of, or who was in any way associated with, or whose Corrupt Conduct was related to, the participating representative team of a Full Member (or Associate Member with Test and/or ODI or T20I Status) in the International Tour Match;

1.7.4.3.2 Cricket Namibia will have the priority right and responsibility to take action under this Anti-Corruption Code against any Participant who participated on behalf of, or who was in any way associated with, or whose Corrupt Conduct was related to, the participant domestic, guest or invitational team in the International Tour Match;

1.7.4.4 if the alleged Corrupt Conduct relates to one or more Domestic Matches played under the jurisdiction of Cricket Namibia and one or more International Matches and/or one or more Domestic Matches played under the jurisdiction of another National Cricket Federation, Cricket Namibia and the ICC and/or the other relevant National Cricket Federation(s) shall agree between them which of them shall take action (and, where applicable, in which order) against any relevant Participant for such Corrupt Conduct. In the absence of agreement, Cricket Namibia shall take action solely with respect to Corrupt Conduct relating to the relevant Domestic Matches played under its jurisdiction, the ICC shall take action solely with respect to Corrupt Conduct relating to the relevant International Matches and/or the other relevant National Cricket Federation(s) shall take action solely with respect to Corrupt Conduct relating to the other relevant Domestic Matches;

1.7.4.5 If the alleged Corrupt Conduct relates to an offence under any of Article 2.4 of the Anti-Corruption Code (or any analogous provision in the anti-corruption rules of the ICC or any other National Cricket Federation) and does not in any way relate to either an International Match or a Domestic Match, Cricket Namibia the ICC and/or the relevant National Cricket Federation(s) shall agree between them which of them shall take action (and, where applicable, in which order) against any relevant Participant for such Corrupt Conduct provided, however, that in the absence of agreement, the ICC shall not take action with respect to the relevant Corrupt Conduct unless the relevant Participant has played in an International Match in the previous twelve (12) months prior to the date the alleged offence was committed.

1.8 Where Cricket Namibia and/or the ICC and/or any relevant National Cricket Federation agree between them, in accordance with the principles described in Article 1.7 above, that in any particular circumstance it would be more appropriate for Cricket Namibia to take action under this Anti-Corruption Code in relation to any Corrupt Conduct relating to one or more Domestic

Match played within the jurisdiction or another National Cricket Federation, and/or one or more International Match, then all references in this Anti-Corruption Code to 'Domestic Match' shall be deemed to be extended to include the relevant 'International Match' and/or other relevant 'Domestic Match' (as applicable).

- 1.9 Each Participant shall continue to be bound by and required to comply with this Anti-Corruption Code until he/she no longer qualifies as a Participant (the "End Date"). Notwithstanding the foregoing, Cricket Namibia shall continue to have jurisdiction over him/her pursuant to this Anti-Corruption Code after the End Date in respect of matters taking place prior to the End Date; and he/she shall continue to be bound by and required to comply with this Anti-Corruption Code after the End Date with respect to the investigation, prosecution and adjudication of such matters.
- 1.10 Without prejudice to any of the foregoing, Cricket Namibia shall be responsible for promoting awareness of and education regarding the Anti-Corruption Code amongst all Participants.
- 1.11 The Anti-Corruption Code and the anti-corruption rules of the ICC and the other National Cricket Federations are not criminal laws but rather disciplinary rules of professional conduct for those involved in the sport of cricket. However, Corrupt Conduct may also be a criminal offence and/or a breach of other applicable laws or regulations. This Anti-Corruption Code is intended to supplement such laws and regulations. It is not intended, and should not be interpreted, construed or applied, to prejudice or undermine in any way the application of such laws and regulations. Participants must comply with all applicable laws and regulations at all times.

ARTICLE 2: OFFENCES UNDER THIS ANTI-CORRUPTION CODE

The conduct described in the sub-Articles set out in Articles 2.1 – 2.4, if committed by a Participant, shall amount to an offence by such Participant under this Anti-Corruption Code:

2.1 Corruption:

2.1.1 Fixing or contriving in any way or otherwise influencing improperly, or being a party to any agreement or effort to fix or contrive in any way or otherwise influence improperly, the result, progress, conduct or any other aspect of any Domestic Match, including (without limitation) by deliberately underperforming therein.

2.1.2 Ensuring for Betting or other corrupt purposes the occurrence of a particular incident in a Domestic Match.

2.1.3 Seeking, accepting, offering or agreeing to accept any bribe or other Reward to (a) fix or to contrive in any way or otherwise to influence improperly the result, progress, conduct or any other aspect of any Domestic Match or (b) ensure for Betting or other corrupt purposes the occurrence of a particular incident in a Domestic Match.

2.1.4 Directly or indirectly soliciting, inducing, enticing, instructing, persuading, encouraging or intentionally facilitating any Participant to breach any of the foregoing provisions of this Article 2.1.

2.2 Betting:

2.2.1 Placing, accepting, laying or otherwise entering into any Bet with any other party (whether individual, company or otherwise) in relation to the result, progress, conduct or any other aspect of any Domestic Match.

2.2.2 Directly or indirectly soliciting, inducing, enticing, instructing, persuading, encouraging, intentionally facilitating or authorising any other party to enter into a Bet in relation to the result, progress, conduct or any other aspect of any Domestic Match.

2.3 Misuse of Inside Information:

2.3.1 Using any Inside Information for Betting purposes in relation to any Domestic Match.

2.3.2 Disclosing Inside Information to any person where the Participant knew or should have known that such disclosure might lead to the information being used in relation to Betting in relation to any Domestic Match.

2.3.3 Directly or indirectly soliciting, inducing, enticing, persuading, encouraging or intentionally facilitating any Participant to breach any of the foregoing provisions of this Article 2.3.

NOTE: Any potential offence under this Article will be considered on its own set of facts and the particular circumstances surrounding any relevant disclosure. For example, it may be an offence under this clause to disclose Inside Information: (a) to journalists or other members of the media; and/or (b) on social networking websites where the Participant knew or should have known that such disclosure might lead to the information being used in relation to Betting. However, nothing in this Article is intended to prohibit any such disclosure made within a personal relationship (such as to a member of the Participant's family) where it is reasonable for the Participant to expect that such information can be disclosed in confidence and without being subsequently used for Betting.

2.4 General:

2.4.1 Giving or providing to any Participant any gift, payment, hospitality or other benefit (whether of a monetary value or otherwise) either (a) for the purpose of procuring (directly or indirectly) any breach of the Anti-Corruption Code, or (b) in circumstances that could bring him/her or the sport of cricket into disrepute.

2.4.2 Failing to disclose to the Designated Anti-Corruption Official (without unnecessary delay) the receipt of any gift, payment, hospitality or other benefit, (a) that the Participant knew or should have known was given to him/her to procure (directly or indirectly) any breach of this Anti-Corruption Code, or (b) that was made or given in circumstances that could bring the Participant or the sport of cricket into disrepute.

2.4.3 Failing to disclose to the Designated Anti-Corruption Official (without unnecessary delay) all gifts (whether monetary or otherwise), hospitality and/or other non-contractual benefits offered to a Participant that have a value of €700 / £500 or more, whether or not the circumstances set out in Article 2.4.2 are present, save that there shall be no obligation to disclose any (i) personal gifts, hospitality and/or other non-contractual benefits offered by or

on behalf of any close friend or relative of the Participant, (ii) any food or beverage, or (iii) cricket hospitality gifts in connection with Matches the Participant is participating in.

2.4.4 Failing to disclose to the Designated Anti-Corruption Official (without unnecessary delay) full details of any approaches or invitations received by the Participant to engage in Corrupt Conduct under this Anti-Corruption Code.

NOTE: It is acknowledged that the fight against corruption requires prompt reporting of all such approaches and any unnecessary delay in doing so may undermine the effectiveness with which Cricket Namibia and other relevant anti-corruption bodies can protect the integrity of the sport. It is acknowledged that the assessment of whether there had been 'unnecessary delay' in each case will depend on its own circumstances, but it is always unacceptable (and will therefore constitute 'unnecessary delay') for a Participant to wait until after the match in respect of which he/she was invited to engage in Corrupt Conduct before reporting that approach to the Designated Anti-Corruption Official.

NOTE: A Participant shall not discharge his burden under this Article unless and until the required disclosure has been made directly to the Designated Anti-Corruption Official by such Participant. It is not sufficient for such disclosure to be made instead to any other third party, including any player, club or team official, or National Cricket Federation representative.

2.4.5 Failing or refusing to disclose to the Designated Anti-Corruption Official (without unnecessary delay) full details of any incident, fact, or matter that comes to the attention of a Participant that may evidence Corrupt Conduct under this Anti-Corruption Code by another Participant, including (without limitation) approaches or invitations that have been received by another Participant to engage in conduct that would amount to a breach of this Anti-Corruption Code.

2.4.6 Failing or refusing, without compelling justification, to cooperate with any investigation carried out by the Designated Anti-Corruption Official in relation to possible Corrupt Conduct under this Anti-Corruption Code (by any Participant), including (without limitation) failing to provide accurately and completely any information and/or documentation requested by the Designated Anti-Corruption Official (whether as part of a formal Demand pursuant to Article 4.3 or otherwise) as part of such investigation.

2.4.7 Obstructing or delaying any investigation that may be carried out by the Designated Anti-Corruption Official in relation to possible Corrupt Conduct under this Anti-Corruption Code (by any Participant), including (without limitation) concealing, tampering with or destroying any documentation or other information that may be relevant to that investigation and/or that may be evidence of or may lead to the discovery of evidence of Corrupt Conduct under this Anti-Corruption Code.

2.4.8 Failing or refusing to cooperate with any proceedings brought against any Participant for Corrupt Conduct under this Anti-Corruption Code, including (without limitation) failing to provide a witness statement(s) in respect of information in the possession of the Participant and/or failing to attend, for the purposes of providing truthful oral evidence, any disciplinary hearing convened before an Anti-Corruption Tribunal and/or CAS under this Anti-Corruption Code, where requested by the Designated Anti-Corruption Official.

2.4.9 Directly or indirectly soliciting, inducing, enticing, persuading, encouraging or intentionally facilitating any Participant to breach any of the foregoing provisions of this Article 2.4.

2.5 For the purposes of this Article 2:

2.5.1 Any attempt by a Participant, or any agreement between a Participant and any other person, to act in a manner that would culminate in the commission of an offence under this Anti-Corruption Code, shall be treated as if an offence had been committed, whether or not such attempt or agreement in fact resulted in the commission of such offence.

2.5.2 A Participant who authorises, causes, knowingly assists, encourages, aids, abets, covers up or is otherwise complicit in any acts or omissions of the type described in Articles 2.1 – 2.4 committed by his/her coach, trainer, manager, agent, family member, guest or other affiliate or associate shall be treated as having committed such acts or omissions him/herself and shall be liable accordingly under this Anti-Corruption Code.

2.5.3 Where a Participant seeks to rely on the existence of ‘compelling justification’ to justify or excuse conduct under this Anti-Corruption Code which might otherwise amount to an offence (see Article 2.4.6), the burden shall be on that Participant to adduce sufficient credible evidence to prove, on the balance of probabilities, that genuine and powerful reasons exist (or existed) to objectively justify his/her conduct taking into account all the relevant circumstances.

2.6 The following are not relevant to the determination of whether an offence has been committed under this Anti-Corruption Code (although they may be relevant to the issue of the sanction to be imposed under Article 6 in the event that it is determined that an offence has been committed):

2.6.1 Whether or not the Participant him/herself was participating or involved in any way in the specific Domestic Match(es) in question.

2.6.2 The nature or outcome of any Bet(s) on the Domestic Match(es) in question.

2.6.3 The outcome of the Domestic Match(es) in question.

2.6.4 Whether or not the Participant’s efforts or performance (if any), or the efforts or performance of any other player or other person, in the Domestic Match(es) in question were (or could be expected to have been) affected by the acts or omissions in question.

2.6.5 Whether or not any of the results in the Domestic Match(es) in question were (or could be expected to have been) affected by the act or omissions in question.

2.7 It shall be a valid defence to a charge of:

2.7.1 any offence under this Anti-Corruption Code to prove, on the balance of probabilities, that the alleged offence was committed (and that, where applicable, it was not reported to Cricket Namibia thereafter) due to the Participant’s honest and reasonable belief that there was a serious threat to his/her life or safety or to the life or safety of any other person; and

2.7.2 an offence under Article 2.4.8 of the Anti-Corruption Code if the Participant adduces sufficient credible evidence to prove, on the balance of probabilities, that genuine and powerful reasons exist (or existed) to objectively justify his/her conduct taking into account all the relevant circumstances (and for which purpose the right to invoke the privilege against

self-incrimination is deemed to have been waived by each Participant and shall not be a sufficient reason).

ARTICLE 3 STANDARD OF PROOF AND EVIDENCE

- 3.1 Unless otherwise stated elsewhere in this Anti-Corruption Code, the burden of proof shall be on Cricket Namibia in all cases brought under this Anti-Corruption Code and the standard of proof shall be whether the Anti-Corruption Tribunal is comfortably satisfied that the alleged offence has been committed, bearing in mind the seriousness of the allegation that is being made. This standard of proof in all cases is greater than a mere balance of probability but less than proof beyond a reasonable doubt.
- 3.2 The following rules of proof shall be applicable at hearings and in the proceedings generally:
- 3.2.1 The Anti-Corruption Tribunal shall not be bound by rules governing the admissibility of evidence in judicial or other proceedings. Instead, facts may be established by any reliable means, including admissions and circumstantial evidence.
- 3.2.2 The Anti-Corruption Tribunal shall have discretion to accept any facts established by a decision of a court or professional disciplinary tribunal of competent jurisdiction that is not the subject of a pending appeal and in which certain facts are established as 11 irrebuttable evidence of those facts as against the Participant to whom the decision pertained, unless the Participant establishes that the decision violated principles of natural justice.
- 3.2.2 The Anti-Corruption Tribunal may draw an inference adverse to the Participant who is asserted to have committed an offence under this Anti-Corruption Code based on his/her failure or refusal, without compelling justification, after a request made in a reasonable time in advance of any hearing, to appear at the hearing (either in person or by video or telephone link, as directed by the Anti-Corruption Tribunal) and to answer any relevant questions.

ARTICLE 4 INVESTIGATIONS AND NOTICE OF CHARGE

- 4.1 Any allegation or suspicion of a breach of this Anti-Corruption Code, whatever the source, shall be referred to the Designated Anti-Corruption Official for investigation.
- 4.2 The Designated Anti-Corruption Official may, at any time, conduct an investigation into the activities of any Participant who he/she believes may have committed an offence under this Anti-Corruption Code. Such investigations may be conducted in conjunction with, and information obtained in such investigations may be shared with, the ICC and/or other National Cricket Federations and/or other relevant authorities (including criminal justice, administrative, professional and/or judicial authorities). All Participants must cooperate fully with such investigations, failing which any such Participant shall be liable to be charged with a breach of the Anti-Corruption Code pursuant to Articles 2.4.6, 2.4.7, 2.4.8 and/or 2.4.9 (and it shall not be a valid basis for failing or refusing to cooperate or a valid defence to any such subsequent charge for a Participant to invoke any privilege against self-incrimination, which privilege is deemed to have been waived by the Participant). The Designated Anti-Corruption Official shall have discretion, where he/she deems appropriate, to stay his/her own investigation pending the outcome of investigations being conducted by the ICC and/or other National Cricket Federations and/or other relevant authorities.

- 4.3 As part of any investigation, the Designated Anti-Corruption Official may at any time (including after a Notice of Charge has been provided to a relevant Participant) make a written demand to any Participant (a "Demand") to provide the Designated Anti-Corruption Official, in writing and/or by answering questions in person at an interview (as the Designated Anti-Corruption Official elects), with any information that the Designated Anti-Corruption Official reasonably believes may be relevant to the investigation, including (without limitation) (a) copies or access to all relevant records (such as current or historic telephone records, bank statements, Internet services records and/or other records stored on computer hard drives or other information storage equipment or any consent forms relating thereto); and/or (b) all of the facts and circumstances of which the Participant is aware with respect to the matter being investigated. Provided that any such Demand has been issued in accordance with this Article 4.3, the Participant shall cooperate fully with such Demand, including by furnishing such information within such reasonable period of time as may be determined by the Designated Anti-Corruption Official (but, save in exceptional circumstances, no earlier than fourteen days after the Participant's receipt of the Demand). Where appropriate, the Participant may seek an extension of such deadline by providing the Designated Anti-Corruption Official with cogent reasons to support an extension, provided that the decision to grant or deny such extension shall be at the discretion of the Designated Anti-Corruption Official, acting reasonably at all times.
- 4.4 Any information furnished to the Designated Anti-Corruption Official (whether pursuant to a specific Demand or otherwise as part of an investigation) will not be used for any purpose other than in accordance with this Anti-Corruption Code and will be kept strictly confidential except when:
- 4.4.1 it becomes necessary to disclose such information in support of a charge of an offence under this Anti-Corruption Code or the anti-corruption rules of the ICC or any other National Cricket Federation; 12
- 4.4.2 such information is required to be disclosed by any applicable law;
- 4.4.3 such information is already published or a matter of public record, readily acquired by an interested member of the public, or disclosed according to the rules and regulations governing the relevant Match; and/or
- 4.4.4 it becomes necessary (because the information gathered may also amount to or evidence infringements of other applicable laws or regulations) to disclose such information to other competent authorities -- including the ICC, other National Cricket Federations and/or any applicable police, taxation, fraud, criminal intelligence or other authorities -- whether pursuant to formal information-sharing agreements or otherwise).
- 4.5 All Participants must cooperate with the Designated Anti-Corruption Official in relation to any proceedings brought against any other Participant for Corrupt Conduct in breach of this Anti-Corruption Code, including (without limitation) through the provision of a witness statement(s) in respect of information in the possession of the Participant and/or attending, for the purposes of providing truthful oral evidence, any disciplinary hearing convened before an Anti-Corruption Tribunal and/or to CAS under the Anti-Corruption Code, where requested by the Designated Anti-Corruption Official, failing which the non-cooperating Participant shall be liable to be charged with a breach of the Anti-Corruption Code pursuant to Article 2.4.8. In light of the waiver contained in Article 2.7.2, it shall not be a valid basis for failing or refusing

to cooperate or a valid defence to any such subsequent charge for a Participant to invoke any privilege against self-incrimination.

- 4.6 If, at any time, Cricket Namibia determines that there is a case to answer under Article 2, then the Participant shall be sent written notice of the following (the “Notice of Charge”), which, where applicable, will be copied to the CEO of the National Cricket Federation to which the Participant is affiliated:

4.6.1 that the Participant has a case to answer under Article 2;

4.6.2 the specific offence(s) that the Participant is alleged to have committed;

4.6.3 details of the alleged acts and/or omissions relied upon in support of the charge;

4.6.4 the range of sanctions applicable under this Anti-Corruption Code if the charge is admitted or upheld;

4.6.5 (where applicable) the matters relating to Provisional Suspension specified at Article 4.7; and

4.6.6 that if the Participant wishes to exercise his/her right to a hearing before the Anti-Corruption Tribunal (whether to contest liability or sanction or both), he/she must submit a written request for a hearing that explains how the Participant responds to the charge(s) and (in summary form) the basis for such response. To be effective, the request must be received by the Designated Anti-Corruption Official as soon as possible, but in any event within fourteen (14) days of the Participant’s receipt of the Notice of Charge. A copy of any such notice will be sent by the Designated Anti-Corruption Official to the ICC, and, where applicable, the National Cricket Federation to which the Participant is affiliated, without unnecessary delay.

- 4.7 Provisional Suspension

4.7.1 Where either (a) Cricket Namibia decides to charge a Participant with an offence under this Anti-Corruption Code; or (b) Cricket Namibia considers that there are other exceptional circumstances relevant to a Participant (for example, where any relevant police authority has arrested and/or charged a Participant with an offence under any relevant criminal law in respect of facts or circumstances that may also constitute an offence under this Anti-Corruption Code), it, shall have the discretion, in circumstances 13 where it considers (that the integrity of the sport could otherwise be seriously undermined, to Provisionally Suspend the Participant pending the Anti-Corruption Tribunal’s determination of whether he/she has committed an offence. Any decision to Provisionally Suspend the Participant will be communicated to the Participant in writing, with a copy sent at the same time to the ICC and, where applicable, the National Cricket Federation to which the Participant is affiliated.

4.7.2 In all cases, the Participant shall be given an opportunity to contest such Provisional Suspension in a Provisional Hearing taking place before the Chairman of the Disciplinary Panel (sitting alone) on a timely basis after its imposition. At any such Provisional Hearing, it shall be the burden of Cricket Namibia to establish that, in such circumstances, the integrity of the sport could be seriously undermined if the Participant does not remain Provisionally Suspended pending determination of the charge(s) or such other date (as may be applicable). The Provisional Hearing shall take place on the basis of written submissions alone, save where the Chairman of the Disciplinary Panel, in his/her absolute discretion, determines that a

hearing should be convened. Any Provisional Hearing shall ensure that the Participant is afforded a fair and reasonable opportunity to present evidence, address the Chairman of the Disciplinary Panel and present his/her case. Notice of any decision made at a Provisional Hearing will be sent by Cricket Namibia to the ICC and (if applicable) the National Cricket Federation to which the Participant is affiliated as soon as such decision has been made.

4.7.3 Where a full hearing under Article 5 has not been convened within three (3) months of the imposition of a Provisional Suspension, the Participant shall be entitled to apply (where applicable) to the Chairman of the Disciplinary Panel (sitting alone) to lift the Provisional Suspension. If such an application is made, it shall be the burden of Cricket Namibia to establish that there is/remains a risk that the integrity of the sport could be seriously undermined if the Provisional Suspension was lifted. The application shall be determined on the basis of written submissions alone, save where the Chairman of the Disciplinary Panel, in his absolute discretion, determines that a hearing should be convened. Any consideration of such an application by the Chairman of the Disciplinary Panel shall ensure that the Participant is afforded a fair and reasonable opportunity to present evidence, address the Chairman of the Disciplinary Panel and present his/her case. Notice of any decision made by the Chairman of the Disciplinary Panel will be sent to the ICC and (if applicable) the National Cricket Federation to which the Participant is affiliated as soon as such decision has been made.

4.7.4 While Provisionally Suspended, a Participant may not play, coach or otherwise participate or be involved in any capacity in any Match or any other kind of function, event or activity (other than authorised anti-corruption education or rehabilitation programmes) that is authorised, organised, sanctioned, recognised or supported in any way by Cricket Namibia, the ICC, another National Cricket Federation or any member under the jurisdiction of a National Cricket Federation, or receive accreditation to provide media or other services at any official venue or Match. The ICC and other National Cricket Federations shall take all reasonable steps within their powers to give effect to and enforce this Article 4.7.4 in their respective geographical jurisdictions to the extent that they have the jurisdiction, power or ability to do so.

4.7.5 A Participant who is not Provisionally Suspended may voluntarily suspend him/herself by written notice to the Designated Anti-Corruption Official. In that case, provided that the Participant respects that voluntary Provisional Suspension until the charge(s) against him/her is/are determined, he/she shall be given credit for such voluntary Provisional Suspension in accordance with Article 6.4. A copy of any such voluntary Provisional Suspension shall be sent to the ICC and (if applicable) the National Cricket Federation to which the Participant is affiliated without unnecessary delay.

4.8 Responding to a Notice of Charge

4.8.1 If the Participant fails or refuses to file a written request for a hearing before the Anti-Corruption Tribunal in accordance with Article 4.6.6 (or by any extended deadline that the Designated Anti-Corruption Official deems appropriate), then he/she shall be deemed to have:

4.8.1.1 waived his/her entitlement to a hearing;

4.8.1.2 admitted that he/she has committed the offence(s) under this Anti-Corruption Code specified in the Notice of Charge; and

4.8.1.3 acceded to the range of applicable sanctions specified in the Notice of Charge.

In such circumstances, a hearing before the Anti-Corruption Tribunal shall not be required. Instead, the Chairman of the Disciplinary Panel (sitting alone) shall issue a public decision confirming the offence(s) under this Anti-Corruption Code specified in the Notice of Charge and the imposition of an applicable sanction within the range specified in the Notice of Charge. Before issuing that public decision, the Chairman of the Disciplinary Panel will provide written notice of that decision to the National Cricket Federation to which the Participant is affiliated, the Designated Anti-Corruption Official and the ICC.

4.8.2 Where the Participant does request a hearing in accordance with Article 4.6.6, the matter shall proceed to a hearing in accordance with

Article 5. ARTICLE 5 THE DISCIPLINARY PROCEDURE

5.1 Hearings under this Anti-Corruption Code

5.1.1 Where Cricket Namibia alleges that a Participant has committed an offence under this Anti-Corruption Code, and the Participant submits the response required under Article 4.6.6 by the specified deadline, disputing the charge and/or the sanctions to be imposed for such offence under this Anti-Corruption Code, the matter shall be referred to the Chairman of the Disciplinary Panel.

5.1.2 The Chairman of the Disciplinary Panel shall appoint three members from the Disciplinary Panel (which may include the Chairman of the Disciplinary Panel) to form the Anti-Corruption Tribunal to hear the case. One member of the Anti-Corruption Tribunal, who shall be a lawyer, shall sit as the Chairman of the Anti-Corruption Tribunal. The appointed members shall be independent of the parties and shall have had no prior involvement with the case.

5.1.3 The Chairman of the Anti-Corruption Tribunal shall convene a preliminary hearing with Cricket Namibia and its legal representatives (if any), together with the relevant Participant and his/her legal representatives (if any). The preliminary hearing should take place as soon as reasonably practicable and be by telephone conference call (unless the Chairman of the Anti-Corruption Tribunal determines otherwise). The non-participation of the Participant or his/her representative at the preliminary hearing, after proper notice of the preliminary hearing has been provided, shall not prevent the Chairman of the Anti-Corruption Tribunal from proceeding with any such preliminary hearing, whether or not any written submissions are made on behalf of the Participant.

5.1.4 The purpose of any preliminary hearing shall be to allow the Chairman of the Anti-Corruption Tribunal to address any issues that need to be resolved prior to the hearing date. Whether or not a preliminary hearing is held, the Chairman of the Anti-Corruption Tribunal shall:

5.1.4.1 determine the date(s) upon which the full hearing shall be held. Save where the Chairman of the Anti-Corruption Tribunal in his discretion orders otherwise, the

full hearing should ordinarily take place no more than forty (40) days after the date of the preliminary hearing;

5.1.4.2 establish dates reasonably in advance of the date of the full hearing by which:

(a) Cricket Namibia shall submit an opening brief with argument on all issues that Cricket Namibia wishes to raise at the hearing and a written statement from each witness that Cricket Namibia intends to call at the hearing, setting out his/her direct evidence, and enclosing copies of the documents that Cricket Namibia intends to rely on at the hearing;

(b) the Participant shall submit an answering brief, addressing the arguments of Cricket Namibia and setting out argument on the issues that he/she wishes to raise at the hearing, as well as a written statement from each witness that he/she intends to call at the hearing, setting out that witness's direct evidence and enclosing copies of the documents that he/she intends to rely on at the hearing; and

(c) Cricket Namibia may (at its discretion) submit a reply brief, responding to the answer brief of the Participant and providing a witness statement from each rebuttal witness that Cricket Namibia intends to call at the hearing, setting out his/her direct evidence and enclosing copies of any further documents that Cricket Namibia intends to rely on at the hearing.

5.1.4.3 order such consolidation with other case(s) as the Chairman of the Anti-Corruption Tribunal shall deem appropriate. For example, where two or more Participants are alleged to have committed offences under this Anti-Corruption Code, they may both be dealt with at the same hearing where the proceedings arise out of the same incident or set of facts, or where there is a clear link between separate incidents; and

5.1.4.4 make such order as the Chairman of the Anti-Corruption Tribunal shall deem appropriate in relation to the production of relevant documents and/or other materials between the parties.

5.1.5 The Participant shall be required to raise at the preliminary hearing any legitimate objection that he/she may have to any of the members of the Anti-Corruption Tribunal convened to hear his/her case. Any unjustified delay in raising any such objection shall constitute a waiver of the objection. If any objection is made, the Chairman of the Anti-Corruption Tribunal shall rule on its legitimacy (or, if the objection relates to the Chairman of the Anti-Corruption Tribunal, the Chairman of the Disciplinary Panel shall rule on its legitimacy).

5.1.6 If, because of a legitimate objection or for any other reason, a member of the Anti-Corruption Tribunal is, or becomes, unwilling or unable to hear the case, then the Chairman of the Disciplinary Panel may, at his/her absolute discretion: (a) appoint a replacement member of the Anti-Corruption Tribunal from the Disciplinary Panel; or (b) authorise the remaining members of the Anti-Corruption Tribunal to hear the case on their own.

5.1.7 Hearings before the Anti-Corruption Tribunal shall be conducted on a confidential basis.

5.1.8 Each of Cricket Namibia and the Participant has the right to be present and to be heard at the hearing and (at his/her or its own expense) to be represented at the hearing by legal

counsel of his/her or its own choosing. Where there is compelling justification for the non-attendance by any party or representative at the hearing, then such party or representative shall be given the opportunity to participate in the hearing by telephone or video conference (if available).

5.1.9 Without prejudice to Article 3.2.2, the Participant may choose not to appear in person at the hearing, but instead may provide a written submission for consideration by the Anti-Corruption Tribunal, in which case the Anti-Corruption Tribunal shall consider the submission in its deliberations. However, the non-attendance of the Participant or his/her representative at the hearing, without compelling justification, after proper notice of the hearing has been provided, shall not prevent the Anti-Corruption Tribunal from proceeding with the hearing in his/her absence, whether or not any written submissions are made on his/her behalf.

5.1.10 The procedure to be followed at the hearing (including whether to convene a hearing, or alternatively to determine the matter (or any part thereof) by way of written submissions alone, or the language in which the hearing is to be conducted and whether translations of evidence and/or interpreters are required) shall be at the discretion of the Chairman of the Anti-Corruption Tribunal, provided that the hearing is conducted in a manner which affords the Participant a fair and reasonable opportunity to present evidence (including the right to call and to question witnesses by telephone or video-conference where necessary), address the Anti-Corruption Tribunal and present his/her case.

5.1.11 If required by the Chairman of the Anti-Corruption Tribunal, Cricket Namibia shall make arrangements to have the hearing recorded and/or transcribed (save for the private deliberations of the Anti-Corruption Tribunal). The costs of recording and/or transcription shall be paid by Cricket Namibia, subject to any costs-shifting order that the Anti-Corruption Tribunal may make further to Article 5.2.3.

5.1.12 Notwithstanding any of the other provisions of this Anti-Corruption Code, at any time during the proceedings it shall be open to a Participant charged with breach(es) of the Anti-Corruption Code to admit the breach(es) charged, whether or not in exchange for an agreement with Cricket Namibia on the appropriate sanction to be imposed upon him/her in order to avoid the need for a hearing before the Anti-Corruption Tribunal. Any such discussions between Cricket Namibia and the Participant shall take place on a “without prejudice” basis and in such a manner that they shall not delay or in any other way interfere with the proceedings. Any resulting agreement shall be evidenced in writing, signed by both Cricket Namibia’s Chief Executive Officer (or equivalent) and the Participant, and shall set out the sanction imposed on the Participant for his/her breach of the Anti-Corruption Code (the “Agreed Sanction”). In determining the Agreed Sanction, Cricket Namibia will have due regard to the range of sanctions set out in Article 6.2 for the offence(s) in question, but it shall not be bound to impose a sanction within that range where it reasonably considers (at its absolute discretion) that there is good reason to depart therefrom. Upon receipt of notice of the Agreed Sanction, the Anti-Corruption Tribunal shall discontinue the proceedings on the terms thereof without the need for any further hearing. Instead, Cricket Namibia’s Chief Executive Officer (or equivalent) shall promptly issue a public decision confirming the Participant’s admission of the offence(s) charged and the imposition of the Agreed Sanction. Before issuing the public decision, Cricket Namibia will provide notice of it to the ICC and, where applicable, to the National Cricket Federation to which the Participant is affiliated.

5.2 Decisions of the Anti-Corruption Tribunal

5.2.1 The Anti-Corruption Tribunal shall announce its decision in writing, with reasons, as soon as reasonably practicable after, and, in any event, within thirty (30) days of, the conclusion of the hearing. That written decision will set out and explain:

5.2.1.1 with reasons, the Anti-Corruption Tribunal's findings as to whether any offence(s) under this Anti-Corruption Code has/have been committed;

5.2.1.2 with reasons, the Anti-Corruption Tribunal's findings as to what sanctions, if any, are to be imposed (including any fine and/or period of Ineligibility);

5.2.1.3 with reasons, the date that such period of Ineligibility shall commence pursuant to Article 6.4; and

5.2.1.4 the rights of appeal described in Article 7.

5.2.2 Cricket Namibia will provide the ICC and, where applicable, the National Cricket Federation to which the Participant is affiliated, with a full written copy of the findings and decisions of the Anti-Corruption Tribunal (including any sanctions imposed by the Anti-Corruption Tribunal) at the same time as such decision is provided to the Participant and prior to publicly announcing such decision.

5.2.3 The Anti-Corruption Tribunal shall have discretion to announce the substance of its decision to the parties (and the ICC) prior to the issue of the written reasoned decision referred to in Article 5.2.1 in cases where a Provisional Suspension has been imposed or where it otherwise deems appropriate. For the avoidance of doubt, however: (a) the Anti-Corruption Tribunal shall still be required to issue a written, reasoned decision in accordance with Article 5.2.1; and (b) the time to appeal pursuant to Article 7 shall not run until receipt of that written, reasoned decision. Notice of such decision will be provided by Cricket Namibia to the ICC and, where applicable, the National Cricket Federation to which the Participant is affiliated, without unnecessary delay following its announcement.

5.2.4 The Anti-Corruption Tribunal has the power to make a costs order against any party to the hearing in respect of the costs of convening the Anti-Corruption Tribunal and of staging the hearing and/or in respect of the costs (legal, expert, travel, accommodation, translation or otherwise) incurred by the parties in relation to the proceedings where it deems fit (for example, but without limitation, where it considers that such party has acted spuriously, frivolously or otherwise in bad faith). If the Anti-Corruption Tribunal does not exercise that power, Cricket Namibia shall pay the costs of convening the Anti-Corruption Tribunal and of staging the hearing, and each party shall bear its own costs (legal, expert, travel, accommodation, translation or otherwise).

5.2.5 Subject only to the rights of appeal under Article 7, the Anti-Corruption Tribunal's decision shall be the full, final and complete disposition of the matter and will be binding on all parties.

ARTICLE 6 SANCTIONS

6.1 Where a breach of this Anti-Corruption Code is admitted by the Participant or upheld by the Anti-Corruption Tribunal, the Anti-Corruption Tribunal will be required to impose an

appropriate sanction upon the Participant from the range of permissible sanctions described in Article 6.2. In order to determine the appropriate sanction that is to be imposed in each case, the Anti-Corruption Tribunal must first determine the relative seriousness of the offence, including identifying all relevant factors that it deems to:

6.1.1 aggravate the nature of the offence, namely:

6.1.1.1 a lack of remorse on the part of the Participant;

6.1.1.2 the Participant's bad previous disciplinary record (including where the Participant has previously been found guilty of another offence under this Anti-Corruption Code and/or any predecessor regulations of Cricket 18 Namibia and/or any anti-corruption rules of the ICC or any other National Cricket Federation);

6.1.1.3 where the amount of any profits, winnings or other Reward, directly or indirectly received by the Participant as a result of the offence(s), is substantial and/or where the sums of money otherwise involved in the offence(s) are substantial;

6.1.1.4 where the offence substantially damaged (or had the potential to damage substantially) the commercial value and/or the public interest in the relevant Domestic Match(es);

6.1.1.5 where the offence affected (or had the potential to affect) the result of the relevant Domestic Match(es);

6.1.1.6 where the welfare of a Participant or any other person has been endangered as a result of the offence;

6.1.1.7 where the offence involved more than one Participant or other persons; and/or

6.1.1.8 any other aggravating factor(s) that the Anti-Corruption Tribunal considers relevant and appropriate.

6.1.2 mitigate the nature of the offence, namely:

6.1.2.1 any admission of guilt (the mitigating value of which may depend upon its timing);

6.1.2.2 the Participant's good previous disciplinary record;

6.1.2.3 the youth and/or lack of experience of the Participant;

6.1.2.4 where the Participant renounced the attempt or agreement prior to it being discovered by a third party not involved in the attempt or agreement;

6.1.2.5 where the Participant has cooperated with the Designated Anti-Corruption Official and any investigation or Demand carried out by him/her;

6.1.2.6 where the offence did not substantially damage (or have the potential to substantially damage) the commercial value, integrity of results and/or the public interest in the relevant Domestic Match(es);

6.1.2.7 where the offence did not affect (or have the potential to affect) the result of the relevant Domestic Match(es);

6.1.2.8 where the Participant provides Substantial Assistance to the Designated Anti-Corruption Official, the ICC, any other National Cricket Federation, a criminal justice authority or a professional disciplinary body;

6.1.2.9 where the Participant has already suffered penalties under other laws and/or regulations for the same offence; and/or

6.1.2.10 any other mitigating factor(s) that the Anti-Corruption Tribunal considers relevant and appropriate.

6.2 Having considered all of the factors described in Articles 6.1.1 and 6.1.2, the Anti-Corruption Tribunal shall then determine, in accordance with the following table, what the appropriate sanction(s) should be:

ANTI-CORRUPTION OFFENCE	CODE	RANGE OF PERMISSIBLE PERIOD OF INELIGIBILITY	ADDITIONAL DISCRETION TO IMPOSE A FINE
Article 2.1.1, 2.1.2, 2.1.3 or 2.1.4 (Corruption)		A minimum of five (5) years and a maximum of a lifetime.	A minimum of five (5) years and a maximum of a lifetime.
Article 2.2.1 or 2.2.2 (Betting)		A minimum of one (1) year and a maximum of five (5) years.	
Article 2.3.1 or 2.3.3 (as it relates to an offence under Article 2.3.1) (Misuse of Inside Information)		A minimum of one (1) year and a maximum of five (5) years.	
Article 2.3.2 or 2.3.3 (as it relates to an offence under Article 2.3.2) (Misuse of Inside Information)		A minimum of six (6) months and a maximum of five (5) years.	
Any of Articles 2.4.1 to 2.4.6, inclusive (General)		A minimum of six (6) months and a maximum of five (5) years.	
Any of Articles 2.4.7 to 2.4.9, inclusive (General)		Any period from zero up to a maximum of five (5) years.	

6.3 For the avoidance of doubt:

6.3.1 the Anti-Corruption Tribunal has no jurisdiction to adjust, reverse or amend the results of any Match;

6.3.2 where a Participant is found guilty of committing two offences under the Anti-Corruption Code in relation to the same incident or set of facts, then (save where ordered otherwise by the Anti-Corruption Tribunal for good cause shown) any multiple periods of Ineligibility imposed should run concurrently (and not cumulatively); and

6.3.3 where a fine and/or costs award is imposed against a Participant, then such fine and/or costs award must be paid: (a) by the Participant (and not, unless Cricket Namibia agrees, by any other third party); and (b) directly to Cricket Namibia no later (subject to Article 6.7) than one calendar month following receipt of the decision imposing the fine and/or costs award.

6.4 Any period of Ineligibility imposed on a Participant shall commence on the date that the decision imposing the period of Ineligibility is issued; provided that any period of Provisional

Suspension served by the Participant shall be credited against the total period of Ineligibility to be served.

- 6.5 No Participant who has been declared Ineligible may, during the period of Ineligibility, play, coach, officiate or otherwise participate or be involved in any capacity in any Match or any other kind of function, event or activity (other than authorised anti-corruption education or rehabilitation programmes) that is authorised, organised, sanctioned, recognised or supported in any way by the ICC, a National Cricket Federation or any member under the jurisdiction of a National Cricket Federation, or receive accreditation to provide media or other services at any official venue or Match. The ICC and other National Cricket Federations shall take all reasonable steps within 20 their powers to give effect to and enforce this Article 6.5 in their respective geographical jurisdictions to the extent that they have the jurisdiction power or ability to do so.
- 6.6 A Participant who is subject to a period of Ineligibility shall remain subject to this Anti-Corruption Code and the anti-corruption rules of the ICC and all other National Cricket Federations during that period. If a Participant commits Corrupt Conduct during a period of Ineligibility, this shall be treated as a separate offence and new proceedings will be brought pursuant to Article 4.6 of this Anti-Corruption Code or under the anti-corruption rules of the ICC or the relevant National Cricket Federation, as applicable.
- 6.7 Once any period of Ineligibility has expired, the Participant will automatically become re-eligible to participate or be otherwise involved in Matches provided that he/she has first: (a) completed an official anti-corruption education session to the reasonable satisfaction of the Designated Anti-Corruption Official; (b) agreed to subject him/herself to such additional reasonable and proportionate monitoring procedures and requirements as the Designated Anti-Corruption Official may reasonably consider necessary given the nature and scope of the offence committed; and (c) satisfied in full any fine and/or award of costs made against him/her by any Anti-Corruption Tribunal or the CAS. However, Cricket Namibia will consider any request from any Participant, on the grounds of financial hardship, to make the payment of such fines and/or costs over a prolonged period of time. Should any fine and/or costs award (or agreed part-payment or instalment thereof) not be paid to Cricket Namibia within such deadline or by the time of the next agreed payment date, then, unless Cricket Namibia agrees otherwise, the Participant may not play, coach, officiate or otherwise participate or be involved in any capacity in any Match until such payment has been satisfied in full.
- 6.8 The Chairman of Cricket Namibia's Cricket Committee shall, only after obtaining the prior approval of the Chairman of the ICC's ACSU and the Board of Cricket Namibia, have discretion to permit a Participant who is subject to a period of Ineligibility to participate or otherwise be involved in Domestic Matches played under the jurisdiction of Cricket Namibia at any time prior to the end of that period of Ineligibility where in the opinion of the Chairman of Cricket Namibia's Cricket Committee the early reinstatement of such eligibility is warranted by the conduct of the Participant since the period of Ineligibility was imposed, taking into account such factors as the Chairman of Cricket Namibia's Cricket Committee in his absolute discretion considers appropriate and given the underlying objectives of this Anti-Corruption Code. Such factors may include (without limitation) the fact and timing of any expressions of apology, remorse and/or contrition by the Participant, the Participant's cooperation with anti-corruption education programmes run by or on behalf of Cricket Namibia and/or the ICC, and/or the Participant's full disclosure of any and all information known to the Participant that may be helpful to the Designated Anti-Corruption Official in enforcing the Anti-Corruption

Code or in otherwise furthering its objectives. For the avoidance of doubt, the Chairman of Cricket Namibia's Cricket Committee shall not in any circumstances have discretion to reinstate the Participant's eligibility to participate or otherwise be involved in International Matches prior to the end of the period of Ineligibility.

ARTICLE 7 APPEALS

7.1 The following decisions made under this Anti-Corruption Code may be challenged by Cricket Namibia, the Participant who is the subject of the decision (as applicable) and/or the ICC solely and exclusively by appeal to CAS as set out in this Article 7:

7.1.1 a decision by the Chairman of the Disciplinary Panel, pursuant to Articles 4.7.2 or 4.7.3, not to lift a Provisional Suspension;

7.1.2 a decision that a charge of an offence under this Anti-Corruption Code should be dismissed for procedural or jurisdictional reasons;

7.1.3 a decision that an offence under this Anti-Corruption Code has (or has not) been committed; and/or

7.1.4 a decision to impose (or not to impose) sanctions, including the appropriateness of any sanction imposed for an offence under this Anti-Corruption Code.

7.2 For the avoidance of any doubt, no party shall have any right of appeal against (a) an Agreed Sanction imposed pursuant to Article 5.1.12 or (b) decisions by the Chairman of Cricket Namibia's Cricket Committee made pursuant to Article 6.8.

7.3 Decisions being appealed shall remain in effect and binding pending resolution of the appeal.

7.4 The deadline for filing an appeal to CAS shall be twenty-one (21) days from the date of receipt of the written reasoned decision by the appealing party. To be a valid filing under this Article, a copy of an appeal filed by the Participant must also be served on the same day on the other party/parties to the proceedings.

7.5 In all appeals to CAS pursuant to this Article 7:

7.5.1 CAS's Code of Sports-related Arbitration shall apply, save as amended below.

7.5.2 Where required in order to do justice (for example to cure procedural errors at the first instance hearing), the appeal shall take the form of a re-hearing de novo of the issues raised by the case. In all other cases, the appeal shall not take the form of a de novo hearing but instead shall be limited to a consideration of whether the decision being appealed was erroneous.

7.5.3 The governing law shall be the law of the Republic of Namibia.

7.5.4 The decision of CAS on the appeal shall be final and binding on all parties, and no right of appeal shall lie from the CAS decision.

ARTICLE 8 PUBLIC DISCLOSURE AND CONFIDENTIALITY

8.1 Save in exceptional circumstances where Cricket Namibia, acting reasonably, deems it necessary for the purposes of protecting the integrity of the sport and/or any of its

Participants (for example in circumstances where there is significant damaging and/or incorrect media speculation), neither Cricket Namibia nor the ICC, or any other National Cricket Federation shall publicly identify any Participant who is being investigated or is alleged to have committed an offence under this Anti-Corruption Code unless and until he/she has been formally charged pursuant to Article 4.6, at which point it shall be entitled to publicly announce the name of the Participant charged and the offence with which he/she has been charged. Thereafter, Cricket Namibia will not comment publicly on the specific facts of a pending case except in response to public comments made by (or on behalf of) the Participant involved in the case or his/her representatives or where otherwise necessary to preserve the public's confidence in the ability of Cricket Namibia, the ICC and/or the National Cricket Federations to fight corruption in the sport.

8.2 Once the Anti-Corruption Tribunal has issued its decision in respect of any charges brought under this Anti-Corruption Code:

8.2.1 If the decision is that an offence has been committed: (a) the decision may, at the discretion of Cricket Namibia, be publicly reported in full as soon as possible; and (b) after the decision is publicly reported, Cricket Namibia may also publish details of such other parts of the proceedings before the Anti-Corruption Tribunal as Cricket Namibia thinks fit.

8.2.2 If the decision exonerates the Participant, then the decision may be publicly reported only with the consent of the Participant. Cricket Namibia shall use reasonable efforts to obtain such consent, and (if consent is obtained), shall publicly disclose the decision in its entirety or in such redacted form as the Participant may approve.

8.3 Cricket Namibia shall use its best endeavours to ensure that persons under its control do not publicly identify any Participants who are alleged to have committed an offence under this Anti-Corruption Code, other than in accordance with Article 8.1 and 8.2. However, Cricket Namibia in its discretion may at any time disclose to other organisations such information as Cricket Namibia may consider necessary or appropriate to facilitate administration or enforcement of the Anti-Corruption Code, provided that each organisation provides assurance satisfactory to Cricket Namibia that the organisation will maintain all such information in confidence.

ARTICLE 9 RECOGNITION OF DECISIONS

Decisions made and Provisional Suspensions and sanctions imposed under this Anti-Corruption Code and/or the anti-corruption rules of the ICC and/or other National Cricket Federations shall be recognised, enforced, extended and given effect to within their respective jurisdictions by the by the ICC and the relevant National Cricket Federations automatically upon receipt of notice of the same, without the need for further formality. This shall include (without limitation), where Cricket Namibia has the jurisdiction to do so, requiring the organisers of any Matches, tournaments or other events sanctioned by Cricket Namibia to recognise and give effect to such decisions and Provisional Suspensions and sanctions.

ARTICLE 10 LIMITATION PERIODS

- 10.1 No action may be commenced under this Anti-Corruption Code against a Participant for an offence under the Anti-Corruption Code more than ten years after the date that the offence occurred.
- 10.2 Subject strictly to Article 10.1, Cricket Namibia has the right (but no obligation) to suspend investigations temporarily under this Anti-Corruption Code to avoid prejudice to, and/or to give precedence to, investigations conducted by other relevant authorities into the same or related matters.

ARTICLE 11 AMENDMENT AND INTERPRETATION OF THIS ANTI-CORRUPTION CODE

- 11.1 This Anti-Corruption Code may be amended from time to time by Cricket Namibia, with such amendments coming into effect on the date specified by Cricket Namibia.
- 11.2 The headings used for the various Articles of this Anti-Corruption Code are for the purpose of guidance only and shall not be deemed to be part of the substance of this Anti-Corruption Code or to inform or affect in any way the language of the provisions to which they refer.
- 11.3 This Anti-Corruption Code shall come into full force and effect on 1st April 2015 (the "Effective Date"). It shall not operate to disturb any decisions and/or sanctions previously made under predecessor anti-corruption or other relevant rules of Cricket Namibia, nor shall it apply retrospectively to matters pending before the Effective Date; provided, however, that any case pending prior to the Effective Date, or brought after the Effective Date but based on acts or omissions that occurred before the Effective Date, shall be governed by the predecessor version to the Anti-Corruption Code that was in force at the time of the alleged offence, subject to any application of the principle of *lex mitior* by the hearing panel determining the case.
- 11.4 If any Article or provision of this Anti-Corruption Code is ruled to be invalid, unenforceable or illegal for any reason, it shall be deemed deleted, and this Anti-Corruption Code shall remain otherwise in full force and effect.
- 11.5 This Anti-Corruption Code is governed by and shall be construed in accordance with the law of the Republic of Namibia. Strictly without prejudice to the arbitration agreement set out in Articles 1.5, 5 and 7 of this Anti-Corruption Code, the courts of Namibia shall have exclusive jurisdiction to issue relief in aid of that arbitration agreement and/or to hear and determine challenges to any decision issued by the Anti-Corruption Tribunal and/or the CAS.

APPENDIX 1 - DEFINITIONS

Agreed Sanction. As defined in Article 5.1.13.

Anti-Corruption Tribunal. A panel of three persons (subject to Article 5.1.6) appointed by the Chairman of the Disciplinary Panel, to perform the functions assigned to the Anti-Corruption Tribunal under this Anti-Corruption Code. Each member of the Anti-Corruption Tribunal shall be a member of the Disciplinary Panel and Cricket Namibia may provide reasonable compensation and reimbursement of expenses to such members.

Associate Member. Any National Cricket Federation with associate member status of the ICC.

Bet. Any wager, bet or other form of financial speculation, and Betting is the carrying out of such activity.

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

Corrupt Conduct. Any act or omission that would amount to an offence under Article 2 of this Anti-Corruption Code or the equivalent provisions of the anti-corruption rules of the ICC or any other National Cricket Federation.

Demand. As defined in Article 4.3.

Designated Anti-Corruption Official. The person appointed by Cricket Namibia to fulfil the duties set out in this Anti-Corruption Code (or his/her designee).

Disciplinary Panel. The Cricket Namibia Disciplinary Committee.

Domestic Match. Any 'First-Class Match', 'List A Limited Overs Match' or 'List A Twenty20 Match', or any 'Other Match' played under the sole control and auspices of a National Cricket Federation and/or classified as Official Cricket by such National Cricket Federation, as those terms are defined in the ICC Classification of Official Cricket (as amended from time to time).

Effective Date. As defined in Article 11.3.

End Date. As defined in Article 1.9.

Event. Any competition, tournament, tour, event or equivalent that involves one or more Matches.

Full Member. Any National Cricket Federation with full member status of the ICC.

ICC. The International Cricket Council or its designee.

ICC Events. Each of the following: (a) the ICC Cricket World Cup; (b) the ICC World Twenty20 (c) the ICC Champions Trophy; (d) the ICC World Cricket League Championship and League Divisions 2-8 (inclusive) and any regional qualifying events thereto; (e) the ICC Women's Cricket World Cup; (f) the ICC Under 19 Cricket World Cup; (g) the ICC World Cup Qualifying Tournament; (h) the ICC Women's Cricket World Cup Qualifying Tournament and any regional qualifying events thereto; (i) the ICC World Twenty20 Qualifying Tournament; (j) the ICC Under 19 Cricket World Cup Qualifying Tournament and any regional qualifying events thereto; (k) the ICC Intercontinental Cup and Shield; and (l) any other event organised or sanctioned by the ICC from time to time which the ICC deems it appropriate that the anti-corruption rules of the ICC should apply.

Ineligibility. The Participant being barred for a specified period of time from participation in the sport of cricket, as set out more specifically in Article 6.5.

Inside Information. Any information relating to any Match that a Participant possesses by virtue of his/her position within the sport. Such information includes, but is not limited to, factual information regarding the competitors in the Match, the conditions, tactical considerations or any other aspect of the Match, but does not include any such information that is already published or a matter of public record, that may be readily acquired by an interested member of the public, or that has been disclosed according to the rules and regulations governing the relevant Match.

International Match. Each of the following (in men's and women's cricket): (a) any Test Match, One Day International Match or Twenty20 International Match; (b) any Match played as part of an ICC Event; (c) any International Tour Match; and (d) any other Match organized or sanctioned by the ICC from time to time to which the ICC deems it appropriate that the anti-corruption rules of the ICC should apply.

International Tour Match. Any Match played between a representative team of a Full Member (or Associate Member with Test and/or ODI or T20I status) and any domestic, guest or invitational team.
Match. A cricket match of any format and duration in length in which two cricket teams compete against each other either at international level (i.e. an International Match, including an International Tour Match) or at national level (i.e. a Domestic Match).

Match Referee. Any independent person who (a) is appointed (or who has been appointed in the preceding twenty-four (24) months) by Cricket Namibia or any other relevant party as the official match referee for a designated Match, whether such Match Referee carries out his/her functions remotely or otherwise, and/or (b) who is subject to an unexpired period of Ineligibility imposed on him/her pursuant to this Anti-Corruption Code and/or any other anti-corruption rules of the ICC or any other National Cricket Federation.

National Cricket Federation. A national or regional entity which is a member of or is recognised by the ICC as the entity governing the sport of cricket in a country (or collective group of countries associated for cricket purposes).

Notice of Charge. As defined in Article 4.6.

One Day International Match. As defined by Section 33 of the ICC Classification of Official Cricket, as may be amended from time to time.

Pitch Curator. Any individual who acts as a pitch curator or groundsman (or who has acted in such capacity at any time in the preceding twenty-four (24) months) in any stadium or venue affiliated (whether through a club, franchise, county, province or otherwise) to any National Cricket Federation.

Player. As defined in Article 1.4.1.

Player Agent. Any individual who acts in any way (or who has acted in any way in the preceding twenty-four (24) months) in the capacity of agent, representative, advisor or otherwise in relation to the negotiation, arrangement, registration or execution of any employment or commercial agreement for a Player, irrespective of whether such individual is registered or licensed to perform such activity within a National Cricket Federation or not.

Player Support Personnel. As defined in Article 1.4.2. 25

Provisional Hearing. For purposes of Article 4.7, an expedited hearing before the Chairman of the Disciplinary Panel (sitting alone) that provides the Participant with notice and an opportunity to be heard in either written or oral form on whether or not the Provisional Suspension imposed on him/her should be lifted.

Provisional Suspension. The Participant being temporarily barred from participating in the sport of cricket pending determination of a charge that he/she has committed an offence under this Anti-Corruption Code, as set out more specifically in Article 4.7.

Reward. A person acts “for Reward” if he/she arranges or agrees that he/she or some other third party will receive any direct or indirect financial or other benefit for that act (other than official prize money and/or contracted payments under playing, service, endorsement, sponsorship or other such similar contracts), and the term “Reward” shall be construed accordingly.

Substantial Assistance. To qualify as Substantial Assistance for the purposes of Article 6.1.2, a Participant must: (a) fully disclose in a signed witness statement all information that he/she possesses in relation to offences under this Anti-Corruption Code and/or that the Designated Anti-Corruption Official (or his/her designee) reasonably considers may be helpful to it in its enforcement of the Anti-Corruption Code and equivalent regulations, and relevant criminal offences and breaches of other professional rules; and (b) reasonably cooperate upon request by the Designated Anti-Corruption Official (or his/her designee) with the investigation and adjudication of any case related to that information, including (for example) presenting truthful testimony at a hearing if requested to do so.

Test Match. As defined by Section 33 of the ICC Classification of Official Cricket, as may be amended from time to time.

Twenty20 International Match. As defined by Section 33 of the ICC Classification of Official Cricket, as may be amended from time to time.

Umpire. Any umpire (including any on-field umpire, television umpire, third or fourth umpire) (a) who is appointed (or who has been appointed in the preceding twenty-four (24) months) by the Cricket Namibia or any other relevant party to officiate in Matches and/or (b) who is subject to an unexpired period of Ineligibility imposed on him/her pursuant to this Anti-Corruption Code and/or any other anti-corruption rules of the ICC or any other National Cricket Federation.

Umpire Support Personnel. Any technical official (for example, and without limitation, any official with responsibility for operating the communication equipment for Umpires and Match Referees during a Match) or umpire coach who (a) is appointed (or has been appointed in the preceding twenty-four (24) months) by Cricket Namibia or any other relevant party to support the Umpires and/or Match Referees in their appointments to any Match and/or (b) who is subject to an unexpired period of Ineligibility imposed on him/her pursuant to this Anti-Corruption Code and/or the anti-corruption rules of the ICC or any other National Cricket Federation.