

# **The International Cricket Council's Anti-Corruption Code for Participants**

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# INTERNATIONAL CRICKET COUNCIL – ANTI-CORRUPTION CODE FOR PARTICIPANTS

## ARTICLE 1 INTRODUCTION, SCOPE AND APPLICATION

- 1.1 The ICC and its *National Cricket Federations* have 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, it is of the nature of this type of misconduct that it is carried out under cover and in secret, thereby creating significant challenges for the ICC and its *National Cricket Federations* in the enforcement of rules of conduct. As a consequence, the ICC and its *National Cricket Federations* need 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 The ICC and its *National Cricket Federations* are committed to taking every step in their 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 the ICC and its *National Cricket Federations* to protect the sport from such corrupt practices.
- 1.2 The *Anti-Corruption Code* contains sport rules governing the condition under which sport is played. Aimed at enforcing anti-corruption rules in a global and harmonized manner, they are distinct in nature from criminal and civil laws. They are not intended to be subject to or limited by any national requirements and legal standards applicable to criminal or civil proceedings, although they are intended to be applied in a manner which respects the principles of proportionality and human rights. When reviewing the facts and the law of a given case, all courts, arbitral tribunals and other adjudicating bodies should be aware of and respect the distinct nature of the *Anti-Corruption Code* and the fact that these rules represent the consensus of a broad spectrum of stakeholders across cricket as to what is necessary to protect and ensure fair sport.
- 1.3 The *Anti-Corruption Code* is to be interpreted and applied by reference to the fundamental sporting imperatives described in Article 1.1 and 1.2 (including, without limitation, where an issue arises that is not expressly addressed in the *Anti-Corruption Code*). Such interpretation and application shall take precedence over any strict legal or technical interpretations of the *Anti-Corruption Code* that may otherwise be proposed.
- 1.4 Unless otherwise indicated, references in the *Anti-Corruption Code* to Articles and Appendices are to articles and appendices of the *Anti-Corruption Code*. Words in italicised text in the *Anti-Corruption*

Code are defined terms. Unless set out in the Articles below, their respective definitions are set out in Appendix 1.

- 1.5** This *Anti-Corruption Code* applies to all *Participants*. For these purposes, a **"Participant"** is:
- 1.5.1** any cricketer who:
    - 1.5.1.1** 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, a *National Cricket Federation*; and/or
    - 1.5.1.2** 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 any *National Cricket Federation*(a **"Player"**); and/or
  - 1.5.2** any coach, trainer, manager, selector, team owner or official, doctor, physiotherapist or any other person who:
    - 1.5.2.1** 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) (i) a team that participates in *International Matches* and/or (ii) a playing or touring club, team or squad that participates in *Domestic Matches* and which club, team or squad is a member of, affiliated to, or otherwise falls within the jurisdiction of, a *National Cricket Federation*; and/or
    - 1.5.2.2** 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 any *National Cricket Federation*(a **"Player Support Personnel"**); and/or
  - 1.5.3** any *ICC Official*, *CRICKET NAMIBIA Official*, *Match Referee*, *Pitch Curator*, *Player Agent*, *Umpire* or *Umpire Support Personnel*
- 1.6** Each *Participant* is automatically bound by this *Anti-Corruption Code* as soon as they become a *Participant*. From that point, they shall be deemed to have agreed:
- 1.6.1** not to engage in *Corrupt Conduct* in respect of any *Match*, wherever it is held and whether or not they are personally participating or involved in any way in it;
  - 1.6.2** that it is their personal responsibility to familiarise themselves with all of the requirements of the *Anti-Corruption Code*, and to comply with those requirements (where applicable);
  - 1.6.3** to submit to the jurisdiction of the *relevant Prosecuting Authority* to investigate apparent or suspected *Corrupt Conduct* that would amount to a violation of the *Anti-Corruption Code*;
  - 1.6.4** to submit to the jurisdiction of any *Adjudicatory Body* convened under the *Anti-Corruption Code* to hear and determine, (a) any allegation by the *relevant Prosecuting Authority* that the *Participant* has committed *Corrupt Conduct* under the *Anti-Corruption Code*; and (b) any related issue (e.g. any challenge to the validity of the charges or to the jurisdiction of the *Prosecuting Authority* or the *Adjudicatory Body*, as applicable);

- 1.6.5 to submit to the exclusive jurisdiction of any *Appeals Body* to hear and determine appeals made pursuant to this *Anti-Corruption Code*;
- 1.6.6 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;
- 1.6.7 for purposes of applicable data protection and other laws and for all other purposes, to the collection, processing, disclosure and use of information relating to themselves and their activities, including personal information relating to themselves and their activities, to the extent expressly permitted under the terms of the *Anti-Corruption Code* (and that they shall confirm such agreement in writing upon demand); and
- 1.6.8 to waive and forfeit any rights, defences and privileges provided by any law in any jurisdiction to withhold, or reject the provision of, information requested by the *Designated Anti-Corruption Official* in a *Demand*.

The *Anti-Corruption Code* applies to all *Participants* whether they are participating in *International Matches* or *Domestic Matches*. For the avoidance of doubt, jurisdiction to take action against any *Participant* in respect of *Corrupt Conduct* taking place in, or in relation to, *International Matches* lies with the ICC (who shall be the relevant *Prosecuting Authority* in respect of such matters). Jurisdiction to take action in respect of *Corrupt Conduct* taking place in, or in relation to, *Domestic Matches* lies with the relevant *National Cricket Federation* (or its designee) under whose jurisdiction the relevant *Domestic Match* is taking place.

1.7 For the avoidance of any doubt:

- 1.7.1 Where a *Participant's* alleged *Corrupt Conduct* takes place in, or in relation to, an *International Match* other than an *International Tour Match*, (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 the *Anti-Corruption Code* for such *Corrupt Conduct*;
- 1.7.2 Where the alleged *Corrupt Conduct* relates solely to one or more *International Tour Matches*, then, unless otherwise agreed between the ICC and the relevant *National Cricket Federation(s)*:
  - 1.7.2.1 the ICC will have the priority right and responsibility to take action under the *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 participating representative team of a *Full Member* or *Associate Member* in the *International Tour Match*;
  - 1.7.2.2 the *National Cricket Federation* in whose jurisdiction the match(es) was/were played will have the priority right and responsibility to take action under the *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 participating domestic, guest or invitational team in the *International Tour Match*;
- 1.7.3 Where a *Participant's* alleged *Corrupt Conduct* takes place in, or in relation to, a *Domestic Match* (whether such *Corrupt Conduct* actually relates to a *Domestic Match* or not), the relevant *National Cricket Federation* under whose jurisdiction the relevant *Domestic Match* is taking place (or its designee) will have the exclusive right to take action against the *Participant* under the *Anti-Corruption Code*.
- 1.7.4 Where a *Participant's* alleged *Corrupt Conduct* takes place in, or in relation to, (a) an *International Match* and a *Domestic Match*, or (b) *Domestic Matches* under the jurisdiction of more than one *National Cricket Federation*:

- 1.7.4.1** if the alleged *Corrupt Conduct* relates to one or more *International Matches* and one or more *Domestic Matches*, the *ICC* and 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* and, in the absence of agreement, the *ICC* shall take action solely with respect to *Corrupt Conduct* relating to the relevant *International Matches* and the *National Cricket Federation(s)* shall take action solely with respect to *Corrupt Conduct* relating to the relevant *Domestic Matches*;
- 1.7.4.2** if the alleged *Corrupt Conduct* relates solely to one or more *Domestic Matches* under the jurisdiction of more than one *National Cricket Federation*, the relevant *National Cricket Federations* in whose jurisdiction the *Domestic Match(es)* was/were played shall agree between them which of them shall take action (and, where applicable, in which order) against any relevant *Participant's Conduct* (irrespective of the nationality or place of residence of the *Participant*), for such *Corrupt Conduct* and, in the absence of agreement, each relevant *National Cricket Federation* shall take action solely with respect to *Corrupt Conduct* relating to *Domestic Matches* taking place within their jurisdiction. In circumstances where any relevant *National Cricket Federation* fails to take any action within 180 days of becoming aware of the *Corrupt Conduct* or agrees to defer to the *ICC*, the *ICC* may instead take action against the *Participant* in respect of such *Corrupt Conduct* provided it has first given notice in writing of such to the *National Cricket Federation* in whose jurisdiction the *Domestic Match(es)* was/were played;
- 1.7.4.3** if the alleged *Corrupt Conduct* relates to an offence under any of Article 2.4 of the *Anti-Corruption Code* and does not in any way relate to either an *International Match* or a *Domestic Match*, the *ICC* and 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 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 circumstances it would be more appropriate for:
- 1.8.1** the *ICC* to take action under the *Anti-Corruption Code* in relation to any *Corrupt Conduct* relating to one or more *Domestic Matches* and one or more *International Matches*, then all references in the *Anti-Corruption Code* to 'International Match' shall be deemed to be extended to include the relevant 'Domestic Match'; or
- 1.8.2** any relevant *National Cricket Federation* to take action under the *Anti-Corruption Code* in relation to any *Corrupt Conduct* relating to one or more *International Matches* and one or more *Domestic Matches* played within the jurisdiction of another *National Cricket Federation*, then all references in the *Anti-Corruption Code* to 'Domestic Matches' shall be deemed to be extended to include the relevant 'International Match' or such other relevant 'Domestic Match'.
- 1.9** Each *Participant* shall continue to be bound by and required to comply with the *Anti-Corruption Code* until they no longer qualify as a *Participant* (the "**End Date**"). Notwithstanding the foregoing, the relevant *Prosecuting Authority* shall continue to have jurisdiction over them under the *Anti-Corruption Code* after the *End Date* in respect of matters taking place prior to the *End Date*; and they 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, the *ICC* (through the *ACU*) and the *National Cricket Federations* shall be responsible for promoting awareness of and education regarding the *Anti-Corruption Code* amongst all *Participants*.
- 1.11 This *Anti-Corruption Code* does not establish 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. The *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.
- 1.12 For the avoidance of any doubt, nothing in this *Anti-Corruption Code* is intended in any way:
- 1.12.1 to replace or amend the *ICC's Policy on Member Associations with Betting Companies* or any equivalent *National Cricket Federation* policy, rules or regulations, which shall remain in full force and effect and binding at all times on all relevant parties;
- 1.12.2 to replace or amend the *ICC's Minimum Standards for Players and Match Officials Area* or any equivalent *National Cricket Federation* policy, rules or regulations which shall remain in full force and effect and binding at all times on all relevant parties;
- 1.12.3 to replace or amend the *ICC's Clothing and Equipment Rules and Regulations* or any equivalent *National Cricket Federation* policy, rules or regulations, which shall remain in full force and effect and binding at all times on all relevant parties.

## ARTICLE 2 OFFENCES UNDER THE 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 *Match*, including (without limitation) by deliberately underperforming therein.

**NOTE:** *It shall not be an offence under Article 2.1.1 to manipulate Matches for strategic or tactical reasons (such as where a Player performs in a certain manner to enable his team to lose a pool Match in an ICC Event in order to affect the standings of other teams in that ICC Event). Instead, such conduct is prohibited under the ICC's Code of Conduct for Players and Player Support Personnel, or other regulations of a National Cricket Federation, and must be dealt with according to the procedures set out therein.*

- 2.1.2 Ensuring for *Betting* or other corrupt purposes the occurrence of a particular incident in a *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 *Match*; or (b) ensure for *Betting* or other corrupt purposes the occurrence of a particular incident in a *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 *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 *Match*.

## 2.3 **Misuse of Inside Information:**

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

**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 a family) where it is reasonable for the *Participant* to expect that such information can be disclosed in confidence and will not be subsequently used for *Betting*.

- 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.

## 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 them or the sport of cricket into disrepute.

**NOTE:** For the purposes of Article 2.4, the obligation on a *Participant* to disclose a matter to the relevant *Designated Anti-Corruption Official* requires that the *Participant* makes such disclosure to the ICC's *Designated Anti-Corruption Official* in respect of *International Matches* or the *Designated Anti-Corruption Official* appointed by the *National Cricket Federation* under whose jurisdiction the relevant *Domestic Match* is taking place. In circumstances where a *Participant* is unsure about which *Designated Anti-Corruption Official* they should make a report to, the *Participant's* obligation will be satisfied if the disclosure is made at least to the ICC's *Designated Anti-Corruption Official*, who shall promptly forward the disclosure onto the relevant *Designated Anti-Corruption Official*.

- 2.4.2 Failing to disclose to the relevant *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 them to procure (directly or indirectly) any breach of the *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 relevant *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 US\$750 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 gifts or (iii) cricket hospitality gifts in connection with *Matches* the *Participant* is participating in.

**NOTE:** For the purposes of Articles 2.4.2 and 2.4.3, in the case of *CRICKET NAMIBIA Officials* the obligation to disclose a matter to the relevant *Designated Anti-Corruption Official* requires that the *Participant* makes such disclosure to the *Designated Anti-Corruption Official* appointed by the *National Cricket Federation* to which they are affiliated.

**2.4.4** Failing to disclose to the relevant *Designated Anti-Corruption Official* (without unnecessary delay) full details of any approaches or invitations received by the *Participant* to engage in *Corrupt Conduct* under the *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 the Designated Anti-Corruption Official 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 they were invited to engage in Corrupt Conduct before reporting that approach to the relevant 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 relevant 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 to disclose to the relevant *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 the *Anti-Corruption Code* by another *Participant*, including (without limitation) approaches or invitations that have been received by another *Participant* to engage in *Corrupt Conduct* under the *Anti-Corruption Code*.

**NOTE:** *All Participants have a continuing obligation to report any new incident, fact, or matter that may evidence Corrupt Conduct to the relevant Designated Anti-Corruption Official, even if the Participant's prior knowledge has already been reported. 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 the relevant Designated Anti-Corruption Official 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 relevant Designated Anti-Corruption Official..*

**2.4.6**

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 relevant *Designated Anti-Corruption Official* in relation to possible *Corrupt Conduct* under the *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 the *Anti-Corruption Code*.

- 2.4.8** Failing or refusing, to cooperate with any proceedings brought against any *Participant* for *Corrupt Conduct* under the *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 *Adjudicatory Body* and/or *Appeals Body* under the *Anti-Corruption Code*, where requested by the relevant *Designated Anti-Corruption Official*.
- 2.4.9** Associating in any professional or sport-related capacity in cricket with any *Excluded Person*, after having been specifically warned against such Association, without the prior approval of the relevant *Designated Anti-Corruption Official*.

**NOTE:** *In order for Article 2.4.9 to apply, it is necessary that (a) the Participant has previously been advised in writing by the ICC and/or their National Cricket Federation of the Excluded Person's disqualifying status and the potential consequences of such prohibited Association, and (b) the Participant can reasonably avoid the Association.*

*For the purpose of this Article 2.4.9, 'Associating' or 'Association' shall include interacting with an Excluded Person in any manner, including, without limitation, communicating with the Excluded Person by any means (including in person, telephonically, or by digital or electronic means), physically or virtually meeting, and/or receiving direction or instruction from the Excluded Person by any means.*

- 2.4.10** 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 by a *Participant* with any other person, to act in a manner that would culminate in the commission of an offence under the *Anti-Corruption Code*, shall be treated as if an offence had been committed, whether or not such attempt or agreement in fact resulted in 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 their 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 the *Anti-Corruption Code*.
- 2.5.3** Where a *Participant* seeks to rely on the existence of 'compelling justification' to justify or excuse conduct under the *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 their conduct taking into account all the relevant circumstances.
- 2.6** The following are not relevant to the determination of an offence under the *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* was participating or involved in any way in the specific *Match(es)* in question.
- 2.6.2** The nature or outcome of any *Bet(s)* on the *Match(es)* in question.
- 2.6.3** The outcome of the *Match(es)* in question.

- 2.6.4** Whether or not the *Participant's* efforts or performance (if any) in the *Match(es)* in question were (or could be expected to be) affected by the acts or omissions in question.
- 2.6.5** Whether or not any of the results in the *Match(es)* in question were (or could be expected to be) 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 the *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 the relevant *Designated Anti-Corruption Official* thereafter) due to the *Participant's* honest and reasonable belief that there was a serious threat to their 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 their 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 the *Prosecuting Authority* in all cases brought under the *Anti-Corruption Code* and the standard of proof shall be whether the *Adjudicatory Body* 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 the hearing:
- 3.2.1** The *Adjudicatory Body* 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 *Adjudicatory Body* 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 as irrefutable 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.
- 3.2.3** The *Adjudicatory Body* may draw an inference adverse to a *Participant* who is asserted to have committed an offence under the *Anti-Corruption Code* based on their refusal, without compelling justification, after a request made in a reasonable time in advance of the hearing, to appear at the hearing (either in person or by video or telephone link, as directed by the *Adjudicatory Body*) and to answer any relevant questions.

### **ARTICLE 4 INVESTIGATIONS AND NOTICE OF CHARGE**

- 4.1** Any allegation or suspicion of a breach of the *Anti-Corruption Code*, whatever the source, shall be referred to the relevant *Designated Anti-Corruption Official* for investigation.
- 4.2** The relevant *Designated Anti-Corruption Official* may at any time conduct an investigation into the activities of any *Participant* that it believes may have committed an offence under the *Anti-Corruption*

*Code*. Such investigations may be conducted in conjunction with, and/or information obtained in such investigations may be shared with, the ICC, *National Cricket Federations* and/or other relevant authorities (including criminal, administrative, professional and/or judicial authorities). All *Participants* and *National Cricket Federations* 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 relevant *Designated Anti-Corruption Official* shall have discretion, where it deems appropriate, to stay its own investigation pending the outcome of investigations being conducted by the ICC or other *National Cricket Federations* and/or other relevant authorities.

**4.3** As part of any investigation, the relevant *Designated Anti-Corruption Officials* 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 relevant *Designated Anti-Corruption Official*, in writing and/or by answering questions in person at an interview and/or by allowing the relevant *Designated Anti-Corruption Official* to take possession of and/or copy or download information from their *Mobile Device(s)* (as the relevant *Designated Anti-Corruption Official* elects), with any information that the relevant *Designated Anti-Corruption Official* reasonably believes may be relevant to the investigation. Such information may include (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 related thereto); (b) any data and/or messages and/or photographs and/or videos and/or audio files and/or documents or any other relevant material contained on their *Mobile Device(s)* (including, but not limited to, information stored through SMS, WhatsApp or any other messaging system); and/or (c) 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, and subject to any applicable principles of national law, 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 relevant *Designated Anti-Corruption Official*. Where such a *Demand* relates to the request to take possession of and/or copy or download information contained on a *Participant’s Mobile Device*, then such information shall be provided immediately upon the *Participant’s* receipt of the *Demand*. In all other cases, save where exceptional circumstances exist, a minimum period of fourteen days from receipt of the *Demand* will be provided. Where appropriate, the *Participant* may seek an extension of such deadline by providing the relevant *Designated Anti-Corruption Official* with cogent reasons to support an extension, provided that the decision to grant or deny such extension shall be in the discretion of the relevant *Designated Anti-Corruption Official*, acting reasonably at all times.

**4.4** Any information furnished to the relevant *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 the *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 breach of the *Anti-Corruption Code*;

**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 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 relevant *Designated Anti-Corruption Official* in relation to any proceedings brought against any other *Participant* for *Corrupt Conduct* in breach of the *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 *Adjudicatory Body* and/or *Appeals Body* under the *Anti-Corruption Code*, where requested by the relevant *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, the *Prosecuting Authority* determines that there is a case to answer under Article 2, then the *Participant* shall be sent written notice of the following, copied (where relevant) to the *ICC*, the anti-corruption official or senior legal officer of the *National Cricket Federation* to which they are affiliated (or, where there are no individuals holding such positions, the CEO of the *National Cricket Federation*) (the “**Notice of Charge**”):

**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 the *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 their right to a hearing before the *Adjudicatory Body* (whether to contest liability or sanction or both), they 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 *Prosecuting Authority* 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 *Prosecuting Authority* to the *National Cricket Federation* to which the *Participant* is affiliated without unnecessary delay.

#### **4.7** *Provisional Suspension:*

**4.7.1** Where either: (a) the *Prosecuting Authority*, decides to charge a *Participant* with an offence under the *Anti-Corruption Code*; or (b) the *Prosecuting Authority*, 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 the *Anti-Corruption Code*), they shall have the discretion, in circumstances where they consider that the integrity of the sport could otherwise be seriously undermined, to *Provisionally Suspend* the *Participant* pending the *Adjudicatory Body's* determination of whether they have 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* (where applicable) and 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 in accordance with the *Prosecuting Authority's* relevant procedural rules (which shall be published on the relevant *Prosecuting Authority's* website) on a timely basis after its imposition. At any such *Provisional Hearing*, it shall be the burden of the *Prosecuting Authority* to establish that in such circumstances, the

integrity of the sport could be seriously undermined if they do not remain *Provisionally Suspended* pending determination of the charge(s) or such other date (as may be applicable). Any *Provisional Hearing* shall ensure that the *Participant* is afforded a fair and reasonable opportunity to present evidence, address the decision-making body, and present their case. Notice of any decision made at a *Provisional Hearing* will be sent by the *Prosecuting Authority* to the *ICC* (where applicable) and 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 (in accordance with the process set out in the *Prosecuting Authority's* procedural rules) to have the imposition of the *Provisional Suspension* lifted. It shall be the burden of the *Prosecuting Authority* to establish that there 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 Chair of the *Adjudicatory Body* (or their designee), in their absolute discretion, determines that a hearing should be convened. Any consideration of such an application by the Chair of the *Adjudicatory Body* (or their designee) shall ensure that the *Participant* is afforded a fair and reasonable opportunity to present evidence, address the Chair (or their designee), and present their case. Notice of any decision made by the Chair of the *Adjudicatory Body* (or their designee) will be sent by the *Prosecuting Authority* to the *ICC* and 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 programs) 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*. *National Cricket Federations* shall take all reasonable steps within their powers to give effect to this Article 4.7.4 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 *Provisionally Suspend* him/herself by written notice to the *Prosecuting Authority*. In that case, provided that the *Participant* respects that voluntary *Provisional Suspension* until the charge(s) against him/her is/are determined, they shall be given credit for such voluntary *Provisional Suspension* in accordance with Article 6.4. A copy of any such notice will be sent by the *ICC* to 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 to file a written request for a hearing before the *Adjudicatory Body* in accordance with Article 4.6.6 (or by any extended deadline that *Prosecuting Authority* deems appropriate), then they shall be deemed to have:
- 4.8.1.1** waived their entitlement to a hearing;
  - 4.8.1.2** admitted that they have committed the offence(s) under the *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 *Adjudicatory Body* shall not be required. Instead, the *Prosecuting Authority* shall promptly issue a public decision confirming the offence(s) under the *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 *Prosecuting Authority* will provide written notice of that decision to the *ICC* and the *National Cricket Federation* to which the *Participant* is affiliated.

- 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 the *Anti-Corruption Code*

- 5.1.1 Where the *Prosecuting Authority* alleges that a *Participant* has committed an offence under the *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 the *Anti-Corruption Code*, the matter shall be referred to the relevant *Adjudicatory Body* for a hearing. The hearing shall be conducted in accordance with the process set out in the *Prosecuting Authority's* relevant procedural rules, which rules shall provide, at a minimum, a fair hearing, within a reasonable time by a fair and impartial hearing body. A timely reasoned decision specifically explaining the decision reached and the reason(s) for any period of *Ineligibility* imposed shall also be included.
- 5.1.2 The reasoned hearing decision or, in cases where the hearing has been waived, a reasoned decision explaining the action taken, shall be provided by the *Prosecuting Authority* to the *ICC* (where applicable) and the *National Cricket Federation* to which the *Participant* is affiliated (where applicable).
- 5.1.3 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 the *Prosecuting Authority* on the appropriate sanction to be imposed upon them in order to avoid the need for a hearing before the *Adjudicatory Body*. Any such discussions between the *Prosecuting Authority* 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 an authorised representative of the *Prosecuting Authority* and the *Participant*, and shall set out the sanction imposed on the *Participant* for their breach of the *Anti-Corruption Code* (the "**Agreed Sanction**"). In determining the Agreed Sanction, the *Prosecuting Authority* 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 *Adjudicatory Body* shall discontinue the proceedings on the terms thereof without the need for any further hearing. Instead the *Prosecuting Authority'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 that public decision, the *Prosecuting Authority's Chief Executive Officer* (or equivalent) will provide notice of it to the *ICC* and the *National Cricket Federation* to which the *Participant* is affiliated.

## ARTICLE 6 SANCTIONS

- 6.1 Where a breach of the *Anti-Corruption Code* is admitted by the *Participant* or upheld by the *Adjudicatory Body*, the *Adjudicatory Body* 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 *Adjudicatory Body* 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, including (without limitation):
- 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 the *Anti-Corruption Code* and/or any predecessor regulations of the *ICC* and/or any anti-corruption rules of any *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) were 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 *Match(es)*;
  - 6.1.1.5** where the offence affected (or had the potential to affect) the result of the relevant *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*; and/or
  - 6.1.1.8** any other aggravating factor(s) that the *Adjudicatory Body* considers relevant and appropriate.
- 6.1.2** mitigate the nature of the offence, including (without limitation):
- 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 it;
  - 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 *Match(es)*;
  - 6.1.2.7** where the offence did not affect (or have the potential to affect) the result of the relevant *Match(es)*;
  - 6.1.2.8** where the *Participant* provides *Substantial Assistance* to the *Prosecuting Authority*, the *ICC*, any other *National Cricket Federation*, a criminal 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 *Adjudicatory Body* considers relevant and appropriate.

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

<b>ANTI-CORRUPTION CODE OFFENCE</b>	<b>RANGE OF PERMISSIBLE PERIOD OF INELIGIBILITY</b>	<b>ADDITIONAL DISCRETION TO IMPOSE A FINE</b>
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.	In all cases, in addition to any period of <i>Ineligibility</i> , the <i>Adjudicatory Body</i> shall have the discretion to impose a fine on the <i>Participant</i> of such amount as it deems appropriate.
Article 2.2.1 or 2.2.2 ( <i>Betting</i> )	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) ( <i>Misuse of Inside Information</i> )	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) ( <i>Misuse of Inside Information</i> )	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 2.4.8 and 2.4.10 inclusive (General)	Any period from zero up to a maximum of five (5) years.	
Article 2.4.9 (General)	Any period from zero and a reprimand up to a maximum of two (2) years.	

**6.3** For the avoidance of doubt:

**6.3.1** the *Adjudicatory Body* 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 *Adjudicatory Body* for good cause shown) any multiple periods of *Ineligibility* imposed should run concurrently (and not cumulatively);

**6.3.3** where a fine and/or costs award is imposed against a *Participant*, such fine and/or costs award must be paid: (a) by the *Participant* (and not, unless the *Prosecuting Authority* agrees, by any

other third party, including a *National Cricket Federation*); (b) directly to the *Prosecuting Authority* no later (subject to Article 6.7) than one calendar month following receipt of the decision imposing the fine; and

- 6.3.4** the *Prosecuting Authority* will provide the *National Cricket Federation* of the *Participant* with written notice of (and a full written copy of) the findings and decisions of the *Adjudicatory Body* (including any sanctions imposed by the *Adjudicatory Body*) at the same time as such decision is provided to the *Participant* and prior to publicly announcing such decision.
- 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 programs) 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*. *National Cricket Federations* shall take all reasonable steps within their powers to give effect to this Article 6.5 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 all *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 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 they have first: (a) completed an official anti-corruption education session to the reasonable satisfaction of the relevant *Designated Anti-Corruption Official*; (b) agreed to subject him/herself to such additional reasonable and proportionate monitoring procedures and requirements as the relevant *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 *Adjudicatory Body* or *Appeals Body*. However, the *Prosecuting Authority* 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 the *Prosecuting Authority* within such deadline or by the time of the next agreed payment date, then, unless the *Prosecuting Authority* agrees otherwise, the *Participant* may not play, coach or otherwise participate or be involved in any capacity in any *Match* until such payment has been satisfied in full.
- 6.8** The *Prosecuting Authority* shall, only after obtaining the prior written agreement of the *ICC* (acting through the Chairman of the Integrity Unit and the Chair of the *ICC*'s Code of Conduct Commission (who must both agree)) (where applicable) and any relevant *National Cricket Federation(s)*, have discretion to permit a *Participant* who is subject to a period of *Ineligibility* to participate or otherwise be involved in *Domestic Matches* at any time prior to the end of that period of *Ineligibility* where in the opinion of the *Prosecuting Authority* 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 *Prosecuting Authority* in its 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 official *anti-corruption* education programmes, the *Participant's* full disclosure of any and all information known to the *Participant* that may be helpful to any relevant *Designated Anti-Corruption Official* in enforcing the *Anti-Corruption Code* or in otherwise furthering its objectives, and/or the *Participant's* cooperation in associated criminal proceedings. For the avoidance of doubt, the

*Prosecuting Authority* 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 the *Anti-Corruption Code* may be challenged by the *Prosecuting Authority* or the *Participant* who is the subject of the decision (as applicable) solely and exclusively by appeal to the *Appeals Body* established under the *Prosecuting Authority's* rules and in accordance with the procedures set out in such rules:
- 7.1.1** a decision not to lift a *Provisional Suspension*;
  - 7.1.2** a decision that a charge of breach of the *Anti-Corruption Code* should be dismissed for procedural or jurisdictional reasons;
  - 7.1.3** a decision that an offence under the *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 the *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 5.1.3; or (b) decisions by the *Prosecuting Authority* 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 the relevant *Appeals Body* 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 to the appeal..
- 7.5** In all appeals to the relevant *Appeals Body* pursuant to this Article 7:
- 7.5.1** 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.
  - 7.5.2** Where the *Prosecuting Authority* is the *ICC*, the governing law shall be English law and the appeal shall be conducted in English, unless the parties agree otherwise. Where the *Prosecuting Authority* is a *National Cricket Federation*, the governing law shall be the law nominated and advised in writing to *Participants* by the relevant *National Cricket Federation* and the appeal shall be conducted in English, unless the parties agree otherwise.
  - 7.5.3** The decision of the *Appeals Body* on the appeal shall be final and binding on all parties, and no right of appeal shall lie from the *Appeals Body's* decision.

## **ARTICLE 8 PUBLIC DISCLOSURE AND CONFIDENTIALITY**

- 8.1** Save in exceptional circumstances where the *Prosecuting Authority* (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 the *Prosecuting Authority*, the *ICC*, nor any *National Cricket Federation* shall publicly identify any *Participant* who is being investigated or is alleged to have committed an offence under the *Anti-Corruption Code* until they have 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 offences with which they have been charged. Thereafter, the *Prosecuting Authority* 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 their representatives or where otherwise necessary to preserve the public's confidence in the ability of the *ICC* and/or the *National Cricket Federations* to fight corruption in the sport.

**8.2** Once the *Adjudicatory Body* has issued its decision in respect of any charges brought under the *Anti-Corruption Code*:

**8.2.1** If the decision is that an offence has been committed: (a) the decision may, at the *Prosecuting Authority's* discretion, be publicly reported in full as soon as possible; and (b) after the decision is publicly reported, the *Prosecuting Authority* may also publish such other parts of the proceedings before the *Adjudicatory Body* as the *Prosecuting Authority* 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*. The *Prosecuting Authority* 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** The *Prosecuting Authority* shall use its best endeavours to ensure that persons under its control do not publicly identify *Participants* who are alleged to have committed an offence under the *Anti-Corruption Code* other than in accordance with Article 8.1 and 8.2. However, the *Prosecuting Authority* in its discretion may at any time disclose to other organisations such information as the *Prosecuting Authority* may consider necessary or appropriate to facilitate administration or enforcement of the *Anti-Corruption Code*, provided that each organisation provides assurance satisfactory to the *Prosecuting Authority* that the organisation will maintain all such information in confidence.

## **ARTICLE 9 RECOGNITION OF DECISIONS**

**9.1** The *ICC* and all *National Cricket Federations* shall comply with the *Anti-Corruption Code* and take all necessary and reasonable steps within their powers to recognise, enforce, extend and give effect to all decisions taken and *Provisional Suspensions*, *Exclusion Orders* and sanctions imposed under the *Anti-Corruption Code* within their own respective jurisdictions, without the need for further formality. This shall include (without limitation), where it has the jurisdiction to do so, requiring the organisers of any *Matches*, tournaments or other events sanctioned by the *National Cricket Federation* to recognise and give effect to such decisions and *Provisional Suspensions*, *Exclusion Orders* and sanctions.

## **ARTICLE 10 STATUTE OF LIMITATIONS**

**10.1** No action may be commenced under the *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, the *Prosecuting Authority* 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 THE ANTI-CORRUPTION CODE**

**11.1** The *Anti-Corruption Code* may be amended from time to time by the *ICC's* Board (or as delegated), with such amendments coming into effect on the date specified by the *ICC* (as set out in Appendix 3).

- 11.2** The headings used for the various Articles of the *Anti-Corruption Code* are for the purpose of guidance only and shall not be deemed to be part of the substance of the *Anti-Corruption Code* or to inform or affect in any way the language of the provisions to which they refer.
- 11.3** The *Anti-Corruption Code* shall come into full force and effect on 1 June 2024 (the “**Effective Date**”). It shall not operate to disturb any decisions and/or sanctions previously made under predecessor versions of the *ICC Anti-Corruption Code* (including the *Code of Conduct*) or anti-corruption rules of *National Cricket Federations*. Nor shall its substantive provisions apply retrospectively to matters pending before the *Effective Date*. Instead, 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 (a) as to substance, by the predecessor 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; and (b) as to procedure, by this *Anti-Corruption Code*.
- 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 the *Anti-Corruption Code* shall remain otherwise in full force and effect.
- 11.5** The *Anti-Corruption Code* is governed by and shall be construed in accordance with:
- (a) where ICC is the *Prosecuting Authority*: English law. Strictly without prejudice to the arbitration agreement set out in Articles 1.5, 5 and 7 the English courts 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 *Adjudicatory Body* and/or the relevant *Appeals Body*; and
- (b) where *National Cricket Federation* is the *Prosecuting Authority*: the law as nominated and advised in writing to *Participants* by the *National Cricket Federation*. Strictly without prejudice to the arbitration agreement set out in Articles 1.5, 5 and 7, the courts nominated by the relevant *National Cricket Federation* shall have exclusive jurisdiction to issue relief in aid of that arbitration agreement and/or to hear and determine disputes relating to this *Anti-Corruption Code*.

In the event a *National Cricket Federation* does not nominate and advise its *Participants* as to the applicable law and courts, subsection (a) will apply.

## APPENDIX 1 - DEFINITIONS

Adjudicatory Body. The body appointed or established by the ICC (in the case of *Corrupt Conduct* related to *International Matches*) or the relevant *National Cricket Federation* (in the case of *Corrupt Conduct* related to *Domestic Matches*) (as applicable) to perform the functions assigned to the *Adjudicatory Body* under the Anti-Corruption Code.

Agreed Sanction. As defined in Article 5.1.3.

Anti-Corruption Code. This Anti-Corruption Code promulgated by the ICC on the *Effective Date*.

Appeals Body. The body appointed or established by the ICC (in the case of *Corrupt Conduct* related to *International Matches*) or the relevant *National Cricket Federation* (in the case of *Corrupt Conduct* related to *Domestic Matches*) (as applicable) to perform the functions assigned to the *Appeals Body* under this Anti-Corruption Code.

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

Bet. Any wager, bet or other form of financial speculation.

Code of Conduct. The ICC's Code of Conduct for Players and Player Support Personnel, as amended from time to time.

Corrupt Conduct. Any act or omission that would amount to an offence under Article 2 of this *Anti-Corruption Code*.

Demand. As defined in Article 4.3.

Designated Anti-Corruption Official. The person appointed by either the ICC (in the case of *Corrupt Conduct* related to *International Matches*) or the relevant *National Cricket Federation* (in the case of *Corrupt Conduct* related to *Domestic Matches*) (as applicable) to fulfill the duties set out in the Anti-Corruption Code (or their designee) assigned to the *Designated Anti-Corruption Official*. For the purposes of *International Matches* and the ICC, the *Designated Anti-Corruption Official* shall be the ICC's Integrity Unit (or its designee).

Director. Each person serving as a director (including alternate director) or officer of the ICC, IBC, IDI or any *Associated Company*, including for the avoidance of doubt, the *ICC Chairman* and *ICC Chief Executive* as may be appointed from time to time.

Domestic Match. Any competition, tournament, tour, series, event or equivalent that involves one or more '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), which the relevant CRICKET NAMIBIA deems it appropriate that the Anti-Corruption Code should apply..

Effective Date. As defined in Article 11.3.

End Date. As defined in Article 1.7.

Excluded Person. Any person who is the subject of an *Exclusion Order*.

Exclusion Order. An order issued by the ICC pursuant to the ICC's *Excluded Persons Policy* (attached at Appendix 2 and as may be updated from time to time) or by a *National Cricket*

*Federation* pursuant to any equivalent domestic policy adopted and enforced by the relevant *National Cricket Federation* provided that such policy contains provisions consistent with Appendix 2, which excludes a person from playing, coaching, officiating, attending or otherwise participating or being involved in any capacity in any *Match* or other kind of function, event or activity, team, franchise, competition or league 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*.

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

*ICC*. The International Cricket Council or its designee.

*ICC's Clothing and Equipment Rules and Regulations*. The *ICC's Clothing and Equipment Regulations*, as amended from time to time.

*ICC Code of Ethics*. The *ICC's Code of Ethics*, as amended from time to time.

*ICC Events*. Each of the following (in men's and women's cricket): (a) the *ICC Cricket World Cup*; (b) the *ICC T20 World Cup*; (c) the *ICC World Test Championship Final*; (d) the *ICC Champions Trophy*; (e) the *ICC Men's Cricket World Cup Super League*; (f) the *ICC Men's Cricket World Cup Challenge Leagues* and the *ICC Men's Cricket World Cup League 2*, together with any regional qualifying events thereto; (g) the *ICC Under 19 Cricket World Cup (ODI/T20I)*; (h) the *ICC Cricket World Cup Qualifier*, together with any regional qualifying events thereto; (i) the *ICC T20 World Cup Qualifier*, together with any regional qualifying events thereto; (j) the *ICC Under 19 Cricket World Cup Qualifier*, together with any regional qualifying events thereto; (k) any successor to or replacement for any of those events, as specified by the *ICC*; (l) any other event or related series of matches involving the National Representative Teams of more than three National Cricket Federations; and (m) any other event organised or sanctioned by the *ICC* from time to time which the *ICC* deems it appropriate that the *Anti-Corruption Code* should apply.

*ICC Official*. Any individual bound by the *ICC Code of Ethics*, including, without limitation, *Directors*.

*ICC's Minimum Standards for Players and Match Officials Area*. The *ICC's Minimum Standards for Players and Match Officials Area*, as amended from time to time.

*ICC's Policy on Member Associations with Betting Companies*. The *ICC's Policy on Member Associations with Betting Companies* (a copy of which is set out in the *ICC's Operating Manual*), as amended from time to time.

*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 their 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 other *Match* played between representative sides of any *National Cricket Federation* at Under 19 level or above; (d) any *International Tour Match*; and (e) any other *Match* organised or sanctioned by the *ICC* from time to time to which the *ICC* deems it appropriate that the *Anti-Corruption Code* should apply.

*International Tour Match.* Any *Match* played between a representative team of a *Full Member* or *Associate Member* 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 under the auspices of the *ICC* (i.e., an *International Match*, including an *International Tour Match*) or at national level under the auspices of a *National Cricket Federation* (i.e., a *Domestic Match*).

*Match Referee.* Any independent person (a) who is appointed (or who has been appointed in the preceding twenty-four (24) months) by the *ICC* or any other relevant party as the official match referee for a designated *International Match* or *Domestic 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*.

*Mobile Device.* Any portable device (including, without limitation, a personal digital assistant (PDA), blackberry, mobile phone, iPhone, iPad or iWatch) which is capable of connecting to or using any mobile telecommunications technology to enable or facilitate transmission of textual material, data, voice, video or multimedia services.

*National Cricket Federation.* A national or regional entity that 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).

*CRICKET NAMIBIA Official.* Each person having official duties for, especially as a representative of, a *National Cricket Federation* including (without limitation) any director, office bearer, committee, commission, advisory board or working party member, employee (whether full or part time), consultant, contractor or any other person otherwise functioning as a member of staff or official representative of a *National Cricket Federation* or, in connection with *Domestic Matches*, any such other person as may be designated as an *CRICKET NAMIBIA Official* by a *National Cricket Federation* (which designation should be advised in writing, at a minimum, on the relevant *National Cricket Federation's* website).

*Notice of Charge.* As defined in Article 4.6.

*One Day International Match.* As defined by the *ICC's* Classification of Official Cricket, as it 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) at 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, adviser 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.

*Prosecuting Authority.* The body, department or person authorized and mandated, amongst other things, to monitor compliance with and investigate breaches of the *Anti-Corruption Code*.



*Provisional Hearing.* For purposes of Article 4.7, an expedited abbreviated hearing held pursuant to the disciplinary rules of the relevant *Prosecuting Authority* 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 they have committed an offence under the *Anti-Corruption Code*, as set out more specifically in Article 4.7.

*Reward.* A person acts “for *Reward*” if they arrange or agree that they 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 purposes of Article 6.1.2, a *Participant* must: (a) fully disclose in a signed witness statement all information that they possess in relation to offences under the *Anti-Corruption Code* and/or that the relevant *Designated Anti-Corruption Official* reasonably considers may be helpful to it in its enforcement of the *Anti-Corruption Code*; and (b) reasonably cooperate upon request by the *Prosecuting Authority*, the *ICC*, any relevant *Designated Anti-Corruption Official* or any criminal or regulatory authority 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 the *ICC*’s Classification of Official Cricket, as it may be amended from time to time.

*Twenty20 International Match.* As defined by the *ICC*’s Classification of Official Cricket, as it 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 *ICC* or any other relevant party to officiate in *International Matches* and/or *Domestic 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 any *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 an *International Match* or *Domestic Match*) or umpire coach (a) who is appointed (or who has been appointed in the preceding twenty-four (24) months) by the *ICC* or any other relevant party to support the *Umpires* and/or *Match Referees* in their appointments to any *International Match* or *Domestic Match*, and/or (b) who is subject to an unexpired period of *Ineligibility* imposed on him/her pursuant to this *Anti-Corruption Code*.

## APPENDIX 2 – EXCLUDED PERSONS POLICY

### Introduction

1. Pursuant to clause 5(F) of the ICC's Memorandum of Association, one of the ICC's objectives is to preserve the integrity and ethics of the sport of cricket, and to promote fair play. The purpose of this Policy is to further support this objective and the ICC's commitment to preventing corrupt practices undermining the integrity of the sport and to preserve public confidence in the sports readiness and ability to protect the sport from such corrupt practices which it effects through the ICC Anti-Corruption Code (the "Code"). In particular, through this Policy, which forms part of the Code, the ICC seeks to protect Official Cricket (i.e. cricket sanctioned or authorized by the ICC, its *National Cricket Federations* and the members of those *National Cricket Federations*) from non-*Participants* who seek to threaten the integrity of the sport.
2. Article 2.4.9 of the Code makes it an offence for a *Participant* to associate in a professional or sport-related capacity with an *Excluded Person* after having been specifically warned against such association by the ICC and/or their *National Cricket Federation*. An *Excluded Person* is defined in the Code as someone who has been issued with an *Exclusion Order* by the ICC.

### Exclusion Order

#### (A) Investigation

3. The *Integrity Unit* (acting through the *Integrity Unit's General Manager*) may, at any time, conduct an investigation into the activities of any non-*Participant* that it reasonably believes may be a genuine threat to the integrity of the sport (for example but without limitation, where such individual is actively involved in attempting to corrupt *Participants*, or where they act as an intermediary for someone actively involved in attempting to corrupt cricket). Such investigations may be conducted in conjunction with, and/or information obtained in such investigations may be shared with, *National Cricket Federations* and/or other relevant authorities (including criminal, administrative, professional and/or judicial authorities).
4. If, following their investigation, the *Integrity Unit's General Manager* considers (having consulted with the ICC's *General Counsel* and *Chairman of the Integrity Unit*) that the investigation demonstrates that a non-*Participant* is engaging in activities that pose a genuine threat to the integrity of the sport, they shall send a written notice to the non-*Participant* (the "Notice") of the following:
  - that the ICC considers that such non-*Participant* represents a genuine threat to the integrity of the sport and thus intends to issue an *Exclusion Order* against him/her (which may be for a fixed or indefinite period);
  - a link to where the ICC's Excluded Persons Policy can be found;
  - details of the alleged acts and/or omissions relied upon to support the ICC's belief that they represent a genuine threat to the integrity of the sport;
  - the consequences of an *Exclusion Order* being issued for the non-*Participant*;
  - an invitation to the non-*Participant* to file a response to the allegations if they wish to challenge the imposition of an *Exclusion Order*, which response shall include a summary of why the non-*Participant* challenges the allegations, save where exceptional circumstances exist, within a period of twenty-one (21) days from deemed service of the Notice (as per paragraph 5 below), for the consideration of the ICC's *General Counsel*; and

- that a failure to respond within the deadline means that the non-*Participant* will be deemed to have accepted the imposition of an *Exclusion Order* of such duration as the *ICC's General Counsel* may impose acting reasonably and proportionately.
5. The *Notice* may be served on the non-*Participant* by any means of postal, digital or electronic communication to the non-*Participant's* known or last known address or electronic or digital inbox (including, without limitation, e-mail, social media and messaging applications such as WhatsApp) as well as personal service and/or by oral communication by any means in which oral communication the non-*Participant* is provided with the contact details of the *ICC's Integrity Unit* and advised that a *Notice* has been issued against her/him.

**Note:** The *ICC's Integrity Unit* shall take reasonable steps to ensure that the *Notice* is received by the non-*Participant* in question. This may, depending on the particular facts and circumstances of a case, include, without limitation, requesting delivery receipts on e-mails sent, following up with contact by telephone to confirm receipt and/or sending the *Notice* by more than one of the possible methods of service.

- 5.1 For the avoidance of doubt, however, service shall be deemed to have occurred as follows:
- a. In the case of personal service or oral communication of a *Notice*, the *Notice* shall be deemed to be served within 1 hour of service;
  - b. In the case of any form of electronic or digital service of a *Notice*, the *Notice* shall be deemed to be served within 12 hours of sending; and
  - c. In the case of any form of postal service, the *Notice* shall be deemed to be served within 72 hours of sending or upon acknowledgement of receipt whichever is sooner.
6. If the non-*Participant* fails to respond within the required deadline, they shall be deemed to have accepted the imposition of an *Exclusion Order* and the *ICC's General Counsel*, in consultation with the *Integrity Unit's General Manager* and *Chairman of the Integrity Unit*, shall promptly issue an *Exclusion Order*, which shall be published on the *ICC's* website, and which shall identify the non-*Participant*, summarise the reasons for the issuance of the *Exclusion Order* and specify the period for which such *Exclusion Order* has been imposed. Before issuing that public decision, the *ICC's General Counsel* shall serve said decision on the non-*Participant* in accordance with the service provisions set out in paragraph 5 above.
7. If the non-*Participant* provides a response to the *Notice*, such response will be considered by the *ICC's General Counsel*, in consultation with the *Integrity Unit's General Manager* and the *Integrity Unit Chairman*, who shall review and determine, in light of the response and the facts supporting the issuing of the *Notice*, whether the exclusion of the non-*Participant* is necessary to protect the integrity of the sport. Following such review:
- 7.1 in circumstances where the *ICC's General Counsel* is not satisfied that the non-*Participant* represents a genuine threat to the integrity of the sport, they will so notify the non-*Participant* of that decision.
  - 7.2 in circumstances where the *ICC's General Counsel* is satisfied (having considered the response) that it is likely that the non-*Participant* represents a genuine threat to the integrity of the sport, the *ICC's General Counsel* will notify the non-*Participant* of that fact (and the reasons for the *ICC's* position) in writing as soon as possible (served in accordance with the provisions of paragraph 5 above) and will issue an *Exclusion Order* excluding that person from playing, coaching, officiating or otherwise participating, attending or being involved in any capacity in any *Match* or other kind of function, event or activity, team, franchise, competition or league 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* to that person for such duration as they consider appropriate bearing in mind the facts and circumstances of the particular case (“*Exclusion Order*”).

8. For the purposes of clarity, any person issued with an *Exclusion Order* shall, amongst other things, be excluded from having any role in a cricket team or franchise including, without limitation, being a team owner or CEO or COO (or similar), as well as being excluded from having any involvement in the organization, administration or financing of any cricket league, tournament, event or match (whether directly or indirectly through their employment by a company appointed to run the relevant match or event). Further, any person issued with an *Exclusion Order* shall be prohibited from attending any *Match* played as part of an *ICC Event* (and such prohibition will be included in the ICC’s Ticket Terms and Conditions, as they may be in force from time to time).

*(B) Appeal*

9. Any non-*Participant* issued with an *Exclusion Order* shall be entitled to appeal such decision to a *Judicial Commissioner*. Such *Exclusion Order* shall remain in effect while under appeal unless the *Judicial Commissioner* orders otherwise.
10. Any notice to appeal must be lodged with the ICC’s *General Counsel* within fourteen (14) days of service of the notice of the imposition of the *Exclusion Order*, setting out, in summary form, the grounds upon which the appeal is made.
11. Upon receipt of a notice to appeal, the ICC’s *General Counsel* shall appoint one member of the ICC’s *Code of Conduct Commission* to act as the *Judicial Commissioner* and determine the appeal. The *Judicial Commissioner* shall be independent of the parties, shall have had no prior involvement in the case, and shall not (unless otherwise agreed between the parties) be from the same country as the non-*Participant* who is the subject of the proceedings.
12. The appeal shall take place on the basis of written submissions alone, save where the *Judicial Commissioner*, in their absolute discretion, determines that a hearing should be convened. The procedure for the appeal, including the timetable for the exchange of written submissions, shall be at the discretion of the *Judicial Commissioner* save that the *Judicial Commissioner* shall ensure that the appellant is afforded a fair and reasonable opportunity to present evidence, address the *Judicial Commissioner* and present their case.
13. The decision of the *Judicial Commissioner* shall be final and binding on all parties, and no right of appeal shall lie from the *Judicial Commissioner’s* decision.

*(C) Review*

14. Notwithstanding a non-*Participant’s* right to appeal the imposition of an *Exclusion Order* as set out above, where an *Exclusion Order* is imposed on a non-*Participant* excluding that person from the sport indefinitely, the *Excluded Person* shall have the right to have the continuance of their *Exclusion Order* reviewed by a *Judicial Commissioner*, at their request. Other than in exceptional circumstances, an *Excluded Person* shall be entitled to apply for such a review every four (4) years.
15. Where a review by a *Judicial Commissioner* is requested by an *Excluded Person* in accordance with paragraph 14 above, the procedure for such a review shall be at the discretion of the *Judicial Commissioner* appointed to consider the review by the ICC’s

*General Counsel* (or their designee) save that the process shall include, at a minimum, the right for the *Judicial Commissioner* to dismiss the review request, on paper, where the *Judicial Commissioner* considers that the request for a review is based on frivolous or vexatious grounds.

*(D) Public Disclosure*

16. The *ICC* shall maintain and keep up to date on its website ([www.icc-cricket.com](http://www.icc-cricket.com)) (a) a copy of this Excluded Persons Policy, and (b) a list of the identities of all individuals subject to an *Exclusion Order*, together with their nationality and the dates that the *Exclusion Order* is in force for. This information will also be shared with all *National Cricket Federations* and may be used by the *Integrity Unit* in integrity education sessions and programmes. The *ICC* will also be entitled, at its discretion, to publicly report, in full, decisions of a *Judicial Commissioner* on appeals under this Policy.

## **APPENDX 3 – AMENDMENTS**

The following amendments have been approved by the ICC Board in accordance with Article 11.1 with effect from the dates set out below:

[none]