

# **The International Cricket Council**

## **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* has adopted this *Anti-Corruption Code* in recognition of the following fundamental sporting imperatives:
- 1.1.1 All cricket matches are to be contested on a level playing-field, with the outcome to be determined solely by the respective merits of the competing teams and to remain uncertain until the cricket match is completed. This is the essential characteristic that gives sport its unique appeal.
  - 1.1.2 Public confidence in the authenticity and integrity of the sporting contest is therefore vital. If that confidence is undermined, then the very essence of cricket will be shaken to the core.
  - 1.1.3 Advancing technology and increasing popularity have led to a substantial increase in the amount, and the sophistication, of betting on cricket matches. The development of new betting products, including spread-betting and betting exchanges, as well as internet and phone accounts that allow people to place a bet at any time and from any place, even after a cricket match has started, have all increased the potential for the development of corrupt betting practices. That, in turn, increases the risk that attempts will be made to involve *Participants* in such practices. This can create a perception that the integrity of the sport is under threat.
  - 1.1.4 Furthermore, 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* in the enforcement of rules of conduct. As a consequence, the *ICC* needs to be empowered to seek information from and share information with competent authorities and other relevant third parties, and to require *Participants* to cooperate fully with all investigations and requests for information.
  - 1.1.5 The *ICC* is committed to taking every step in its power (a) to prevent corrupt practices undermining the integrity of the sport of cricket, including any efforts to influence improperly the outcome or any other aspect of any *Match*; and (b) to preserve public confidence in the readiness, willingness and ability of the *ICC* and its *National Cricket Federations* to protect the sport from such corrupt practices.
- 1.2 The *Anti-Corruption Code* is to be interpreted and applied by reference to the fundamental sporting imperatives described in Article 1.1 (including, without limitation, where an issue arises that is not expressly addressed in 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.
- 1.3 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.
- 1.4 This *Anti-Corruption Code* applies to all *Participants*. For these purposes, a "**Participant**" is:
- 1.4.1 any cricketer who:
    - 1.4.1.1 is selected (or who has been selected in the preceding twenty-four (24) months) to participate in an *International Match* and/or a *Domestic Match* for

any playing or touring club, team or squad that is a member of, affiliated to, or otherwise falls within the jurisdiction of, a *National Cricket Federation*; and/or

**1.4.1.2** is subject to an unexpired period of *Ineligibility* imposed on him/her pursuant to this *Anti-Corruption Code* and/or any anti-corruption rules of any *National Cricket Federation*

(a "**Player**"); and/or

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

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

**1.4.2.2** is subject to an unexpired period of *Ineligibility* imposed on him/her pursuant to this *Anti-Corruption Code* and/or any anti-corruption rules of any *National Cricket Federation*

(a "**Player Support Personnel**"); and/or

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

<p><b>NOTE:</b> For the avoidance of doubt, the ICC's jurisdiction to take action against a Participant under this <i>Anti-Corruption Code</i> is limited, subject to the provisions of Article 1.7 below, to <i>Corrupt Conduct</i> taking place in, or in relation to, <i>International Matches</i>.</p>
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**1.5** Each *Participant* is automatically bound by this *Anti-Corruption Code* as soon as he/she becomes a *Participant*. From that point, he/she shall be deemed to have agreed:

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

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

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

**1.5.4** to submit to the jurisdiction of any *Anti-Corruption Tribunal* convened under the *Anti-Corruption Code* to hear and determine, (a) any allegation by the *ICC* 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 *ICC* or the *Anti-Corruption Tribunal*, as applicable);

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

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

- 1.5.7** for purposes of applicable data protection and other laws and for all other purposes, to the collection, processing, disclosure and use of information relating to him/herself and his/her activities, including personal information relating to him/herself and his/her activities, to the extent expressly permitted under the terms of the *Anti-Corruption Code* (and that he/she shall confirm such agreement in writing upon demand).
- 1.6** Without prejudice to Article 1.5, a *Participant* shall also be bound by all *National Cricket Federations'* anti-corruption rules:
- 1.6.1** not to commit *Corrupt Conduct* as set out under those rules; and
- 1.6.2** to submit to the jurisdiction of first instance and appeal hearing panels convened under those rules to hear and determine allegations of breach of such rules and related issues.

**NOTE:** Copies of the anti-corruption rules of the National Cricket Federations and this Anti-Corruption Code can be found on the ICC Website. The substance of each set of anti-corruption rules (including what constitutes *Corrupt Conduct* and the sanctions for such *Corrupt Conduct*) of National Cricket Federations is materially the same as this Anti-Corruption Code.

**1.7** For the avoidance of any doubt:

- 1.7.1** Where a *Participant's* alleged *Corrupt Conduct* would amount solely to a violation of this *Anti-Corruption Code* (whether such *Corrupt Conduct* actually relates to an *International Match* or not), the *ICC* will have the exclusive right to take action against the *Participant* under this *Anti-Corruption Code* for such *Corrupt Conduct*;
- 1.7.2** Where a *Participant's* alleged *Corrupt Conduct* would amount solely to a violation of the anti-corruption rules of a *National Cricket Federation* (whether such *Corrupt Conduct* actually relates to a *Domestic Match* or not), the relevant *National Cricket Federation* will have the exclusive right to take action against the *Participant* under its own anti-corruption rules.
- 1.7.3** Where a *Participant's* alleged *Corrupt Conduct* would amount to a violation of (a) this *Anti-Corruption Code* and one or more of the anti-corruption rules of any *National Cricket Federation* or (b) two or more of the anti-corruption rules of any *National Cricket Federation*:
- 1.7.3.1** if the alleged *Corrupt Conduct* relates solely to one or more *International Matches* (other than *International Tour Matches*), the *ICC* will have the exclusive right to take action against the *Participant* under this *Anti-Corruption Code* for such *Corrupt Conduct*;
- 1.7.3.2** if 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)*:
- 1.7.3.2.1** the *ICC* will have the priority right and responsibility to take action under this *Anti-Corruption Code* against any *Participant* who participated on behalf of, or who was in any way associated with, or whose *Corrupt Conduct* was related to, the participating representative team of a *Full Member* (or *Associate Member* with Test and/or ODI or T20I Status) in the *International Tour Match*;
- 1.7.3.2.2** the *National Cricket Federation* in whose jurisdiction the match(es) was/were played will have the priority right and responsibility to take action under its anti-corruption rules against any *Participant* who participated on behalf of, or who was in any way associated with, or

whose *Corrupt Conduct* was related to, the participating domestic, guest or invitational team in the *International Tour Match*;

**1.7.3.3** 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*;

**1.7.3.4** if the alleged *Corrupt Conduct* relates solely to one or more *Domestic Matches*, the *National Cricket Federation* in whose jurisdiction the *Domestic Match(es)* was/were played will have the priority right and responsibility to take action under its anti-corruption rules against any relevant *Participant* for such *Corrupt Conduct* (irrespective of the nationality or place of residence of the *Participant*), but where it fails to take any action under its anti-corruption rules within 180 days of becoming aware of the *Corrupt Conduct* or agrees to defer to the *National Cricket Federation* to which the *Participant* is affiliated, the *National Cricket Federation* to which the *Participant* is affiliated may instead take action against the *Participant* in respect of such *Corrupt Conduct* under its anti-corruption rules provided it has first given notice in writing of such to the *National Cricket Federation* in whose jurisdiction the *Domestic Match(es)* was/were played;

**1.7.3.5** if the alleged *Corrupt Conduct* relates to an offence under any of Article 2.4 of the *Anti-Corruption Code* (or any analogous provision in the anti-corruption rules of any *National Cricket Federation*) 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 its own anti-corruption rules 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 its own anti-corruption rules 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 he/she no longer qualifies as a *Participant* (the "**End Date**"). Notwithstanding the foregoing, the *ICC* shall continue to have jurisdiction over him/her under the *Anti-Corruption Code* after the *End Date* in respect of matters taking place prior to the *End Date*; and he/she shall continue to be bound

by and required to comply with this *Anti-Corruption Code* after the *End Date* with respect to the investigation, prosecution and adjudication of such matters.

- 1.10** Without prejudice to any of the foregoing, the *ICC* (through the *ACSU*) 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* and the anti-corruption rules of the *National Cricket Federations* are not criminal laws but rather disciplinary rules of professional conduct for those involved in the sport of cricket. However, *Corrupt Conduct* may also be a criminal offence and/or a breach of other applicable laws or regulations. 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*, 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* 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*, 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 *International Match*, including (without limitation) by deliberately underperforming therein.

**NOTE:** *It shall not be an offence under Article 2.1.1 to manipulate International 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 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 an *International 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 *International Match*; or (b) ensure for *Betting* or other corrupt purposes the occurrence of a particular incident in an *International 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 *International 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 *International Match*.

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

- 2.3.1 Using any *Inside Information* for *Betting* purposes in relation to any *International 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 *International 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 him/her or the sport of cricket into disrepute.
- 2.4.2 Failing to disclose to the ACSU (without unnecessary delay) the receipt of any gift, payment, hospitality or other benefit, (a) that the *Participant* knew or should have known was given to him/her to procure (directly or indirectly) any breach of 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 ACSU (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 any disclosures made pursuant to either Article 2.4.2 or 2.4.3 such disclosures must be made to the ACSU, which shall keep a register of all such disclosures, and will share the content of such register (or any part of it) with the relevant National Cricket Federation(s) on a quarterly basis, or unless otherwise agreed.



- 2.4.4** Failing to disclose to the ACSU (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 ACSU 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 ACSU.*

**NOTE:** *A Participant shall not discharge his burden under this Article unless and until the required disclosure has been made directly to the ACSU 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 ACSU (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 ACSU, 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 ACSU 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 ACSU.*

- 2.4.6** Failing or refusing, without compelling justification to cooperate with any investigation carried out by the ACSU in relation to possible *Corrupt Conduct* under the *Anti-Corruption Code* (by any *Participant*), including (without limitation) failing to provide accurately and completely any information and/or documentation requested by the ACSU (whether as part of a formal *Demand* pursuant to Article 4.3 or otherwise) as part of such investigation.
- 2.4.7** Obstructing or delaying any investigation that may be carried out by the ACSU 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 *Anti-Corruption Tribunal* and/or CAS under the *Anti-Corruption Code*, where requested by the ACSU.

- 2.4.9** Directly or indirectly soliciting, inducing, enticing, persuading, encouraging or intentionally facilitating any *Participant* to breach any of the foregoing provisions of this Article 2.4.
- 2.5** For the purposes of this Article 2:
- 2.5.1** Any attempt by a *Participant*, or any agreement 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 his/her coach, trainer, manager, agent, family member, guest or other affiliate or associate shall be treated as having committed such acts or omissions him/herself and shall be liable accordingly under 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 his/her 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 *International Match(es)* in question.
- 2.6.2** The nature or outcome of any *Bet(s)* on the *International Match(es)* in question.
- 2.6.3** The outcome of the *International Match(es)* in question.
- 2.6.4** Whether or not the *Participant's* efforts or performance (if any) in the *International 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 *International 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 *ACSU* thereafter) due to the *Participant's* honest and reasonable belief that there was a serious threat to his/her life or safety or to the life or safety of any other person; and
- 2.7.2** an offence under Article 2.4.8 of the *Anti-Corruption Code* if the *Participant* adduces sufficient credible evidence to prove, on the balance of probabilities, that genuine and powerful reasons exist (or existed) to objectively justify his/her conduct taking into account all the relevant circumstances (and for which purpose the right to invoke the privilege against self-incrimination is deemed to have been waived by each *Participant* and shall not be a sufficient reason).

### ARTICLE 3 STANDARD OF PROOF AND EVIDENCE

- 3.1 Unless otherwise stated elsewhere in this *Anti-Corruption Code*, the burden of proof shall be on the *ICC* in all cases brought under the *Anti-Corruption Code* and the standard of proof shall be whether the *Anti-Corruption Tribunal* is comfortably satisfied that the alleged offence has been committed, bearing in mind the seriousness of the allegation that is being made. This standard of proof in all cases is greater than a mere balance of probability but less than proof beyond a reasonable doubt.
- 3.2 The following rules of proof shall be applicable at the hearing:
- 3.2.1 The *Anti-Corruption Tribunal* shall not be bound by rules governing the admissibility of evidence in judicial or other proceedings. Instead, facts may be established by any reliable means, including admissions and circumstantial evidence.
- 3.2.2 The *Anti-Corruption Tribunal* shall have discretion to accept any facts established by a decision of a court or professional disciplinary tribunal of competent jurisdiction that is not the subject of a pending appeal as irrebuttable evidence of those facts as against the *Participant* to whom the decision pertained, unless the *Participant* establishes that the decision violated principles of natural justice.
- 3.2.3 The *Anti-Corruption Tribunal* may draw an inference adverse to a *Participant* who is asserted to have committed an offence under the *Anti-Corruption Code* based on his/her 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 *Anti-Corruption Tribunal*) and to answer any relevant questions.

### ARTICLE 4 INVESTIGATIONS AND NOTICE OF CHARGE

- 4.1 Any allegation or suspicion of a breach of the *Anti-Corruption Code*, whatever the source, shall be referred to the *ACSU General Manager* for investigation.
- 4.2 The *ACSU* 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, *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 *ACSU* shall have discretion, where it deems appropriate, to stay its own investigation pending the outcome of investigations being conducted by other *National Cricket Federations* and/or other relevant authorities.
- 4.3 As part of any investigation, the *ACSU General Manager* 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 *ACSU*, in writing and/or by answering questions in person at an interview (as the *ACSU General Manager* elects), with any information that the *ACSU General Manager* reasonably believes may be relevant to the investigation, including (without limitation) (a) copies or access to all relevant records (such as current or historic telephone records, bank statements, Internet services records and/or other records stored on computer hard drives or other information storage equipment or any consent forms related thereto); and/or (b) all of the facts and circumstances of which the *Participant* is aware with respect to the matter being investigated. Provided that any such *Demand* has been issued in accordance with this Article, 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

*ACSU General Manager* (but, save in exceptional circumstances, no earlier than fourteen days of the *Participant's* receipt of the *Demand*). Where appropriate, the *Participant* may seek an extension of such deadline by providing the *ACSU General Manager* with cogent reasons to support an extension, provided that the decision to grant or deny such extension shall be in the discretion of the *ACSU General Manager*, acting reasonably at all times.

- 4.4 Any information furnished to the *ACSU General Manager* (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* or the anti-corruption rules of any *National Cricket Federation*;
  - 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 *International 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 *ACSU* 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 *Anti-Corruption Tribunal* and/or *CAS* under the *Anti-Corruption Code*, where requested by the *ACSU*, 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 *ICC* determines that there is a case to answer under Article 2, then the *Participant* shall be sent written notice of the following, copied to the anti-corruption official or senior legal officer of the *National Cricket Federation* to which he/she is 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 his/her right to a hearing before the *Anti-Corruption Tribunal* (whether to contest liability or sanction or both), he/she must submit a written request for a hearing that explains how the *Participant* responds to the charge(s) and (in summary form) the basis for such response. To be effective, the request must be received

by the ICC's General Counsel 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 ICC 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 ICC decides to charge a Participant with an offence under the *Anti-Corruption Code*; or (b) the ICC 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*), it shall have the discretion, in circumstances where it considers that the integrity of the sport could otherwise be seriously undermined, to *Provisionally Suspend* the Participant pending the *Anti-Corruption Tribunal's* determination of whether he/she has committed an offence. Any decision to *Provisionally Suspend* the Participant will be communicated to the Participant in writing, with a copy sent at the same time to the *National Cricket Federation* to which the Participant is affiliated.
- 4.7.2** In all cases, the Participant shall be given an opportunity to contest such *Provisional Suspension* in a *Provisional Hearing* taking place before the Chairman of the *ICC Code of Conduct Commission* (sitting alone) on a timely basis after its imposition. At any such *Provisional Hearing*, it shall be the burden of the ICC to establish that in such circumstances, the integrity of the sport could be seriously undermined if he/she does not remain *Provisionally Suspended* pending determination of the charge(s) or such other date (as may be applicable). The *Provisional Hearing* shall take place on the basis of written submissions alone, save where the Chairman of the *ICC Code of Conduct Commission*, in his absolute discretion, determines that a hearing should be convened. Any *Provisional Hearing* shall ensure that the Participant is afforded a fair and reasonable opportunity to present evidence, address the Chairman, and present his/her case. Notice of any decision made at a *Provisional Hearing* will be sent by the ICC to 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 (again, where applicable) to the Chairman of the *ICC Code of Conduct Commission* (sitting alone) to lift the imposition of the *Provisional Suspension*. It shall be the burden of the ICC 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 Chairman of the *ICC Code of Conduct Commission*, in his absolute discretion, determines that a hearing should be convened. Any consideration of such an application by the Chairman of the *ICC Code of Conduct Commission* shall ensure that the Participant is afforded a fair and reasonable opportunity to present evidence, address the Chairman, and present his/her case. Notice of any decision made by the Chairman of the *ICC Code of Conduct Commission* will be sent by the ICC to 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 *ICC's General Counsel*. In that case, provided that the *Participant* respects that voluntary *Provisional Suspension* until the charge(s) against him/her is/are determined, he/she shall be given credit for such voluntary *Provisional Suspension* in accordance with Article 6.4. A copy of any such 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 *Anti-Corruption Tribunal* in accordance with Article 4.6.6 (or by any extended deadline that the *ICC's General Counsel* deems appropriate), then he/she shall be deemed to have:

**4.8.1.1** waived his/her entitlement to a hearing;

**4.8.1.2** admitted that he/she has committed the offence(s) under 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 *Anti-Corruption Tribunal* shall not be required. Instead, the *ICC's Chief Executive Officer* (in consultation with *ICC's General Counsel*) 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 *ICC's Chief Executive Officer* will provide written notice of that decision to 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 *ICC* 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 Chairman of the *ICC Code of Conduct Commission*.

**5.1.2** The Chairman of the *ICC Code of Conduct Commission* shall appoint three members from the *ICC Code of Conduct Commission* (which may include the Chairman) to form an *Anti-Corruption Tribunal* to hear the case. One member of the *Anti-Corruption Tribunal*, who shall be a lawyer, shall sit as the Chairman of the *Anti-Corruption Tribunal*. The appointed members shall be independent of the parties, shall have had no prior involvement with the case, and shall not (unless otherwise agreed between the parties) be from the same country as the *Participant* who is the subject of the proceedings.

**5.1.3** The Chairman of the *Anti-Corruption Tribunal* shall convene a preliminary hearing with the *ICC* and its legal representatives, together with the *Participant* and his/her legal representatives (if any). At the reasonable discretion of the Chairman, a representative of the *National Cricket Federation* to which the *Participant* is affiliated may also attend such hearing (but strictly as an observer only and with no right to be heard). The preliminary

hearing should take place as soon as possible by telephone conference call unless the Chairman determines otherwise. The non-participation of the *Participant* or his/her representative at the preliminary hearing, after proper notice of the preliminary hearing has been provided, shall not prevent the Chairman of the *Anti-Corruption Tribunal* from proceeding with the preliminary hearing, whether or not any written submissions are made on behalf of the *Participant*. Notice of any orders or directions made at the preliminary hearing will be sent by the *ICC* to the *National Cricket Federation* to which the *Participant* is affiliated without unnecessary delay following the conclusion of the preliminary hearing.

- 5.1.4** The purpose of the preliminary hearing shall be to allow the Chairman to address any issues that need to be resolved prior to the hearing date. In particular (but without limitation), the Chairman shall:
- 5.1.4.1** determine the date(s) upon which the full hearing shall be held. Save where the Chairman in his discretion orders otherwise, the full hearing should ordinarily take place no more than forty (40) days after the date of the preliminary hearing;
  - 5.1.4.2** establish dates reasonably in advance of the date of the full hearing by which:
    - (a) the *ICC* shall submit an opening brief with argument on all issues that the *ICC* wishes to raise at the hearing and a written statement from each witness that the *ICC* intends to call at the hearing, setting out his/her direct evidence, and enclosing copies of the documents that the *ICC* intends to rely on at the hearing;
    - (b) the *Participant* shall submit an answering brief, addressing the *ICC*'s arguments and setting out argument on the issues that he/she wishes to raise at the hearing, as well as a written statement from each witness that he/she intends to call at the hearing, setting out that witness's direct evidence, and enclosing copies of the documents that he/she intends to rely on at the hearing; and
    - (c) the *ICC* may (at its discretion) submit a reply brief, responding to the answer brief of the *Participant* and providing a witness statement from each rebuttal witness that the *ICC* intends to call at the hearing, setting out his/her direct evidence, and enclosing copies of any further documents that the *ICC* intends to rely on at the hearing; and
  - 5.1.4.3** order such consolidation with other case(s) as the Chairman shall deem appropriate. For example, where two or more *Participants* are alleged to have committed offences under the *Anti-Corruption Code*, they may both be dealt with at the same hearing where the proceedings arise out of the same incident or set of facts, or where there is a clear link between separate incidents; and
  - 5.1.4.4** make such order as the Chairman shall deem appropriate (subject to any principles of applicable national law) in relation to the production of relevant documents and/or other materials between the parties.
- 5.1.5** The *Participant* shall be required to raise at the preliminary hearing any legitimate objection that he/she may have to any of the members of the *Anti-Corruption Tribunal* convened to hear his/her case. Any unjustified delay in raising any such objection shall constitute a waiver of the objection. If any objection is made, the Chairman of the *Anti-Corruption*

*Tribunal* shall rule on its legitimacy (or, if the objection relates to the Chairman of the *Tribunal*, the Chairman of the *ICC Code of Conduct Commission* shall rule on its legitimacy).

- 5.1.6** If, because of a legitimate objection or for any other reason, a member of the *Anti-Corruption Tribunal* is, or becomes, unwilling or unable to hear the case, then the Chairman of the *ICC Code of Conduct Commission* may, at his/her absolute discretion: (a) appoint a replacement member of the *Anti-Corruption Tribunal* from the *ICC's Code of Conduct Commission*; or (b) authorise the remaining members to hear the case on their own.
- 5.1.7** Subject to the discretion of the Chairman of the *Anti-Corruption Tribunal* to order otherwise for good cause shown by either party (for example, and notwithstanding clause 5.1.8, where, having due regard to the seriousness of the alleged offence, the costs of attending any hearing are disproportionate to the *Participant's* means and therefore prohibit him/her from having a fair opportunity to present his/her case), or unless otherwise agreed between the parties, hearings before the *Anti-Corruption Tribunal* shall (a) take place at the *ICC's* headquarters in Dubai, United Arab Emirates; and (b) be conducted on a confidential basis.
- 5.1.8** Each of the *ICC* and the *Participant* has the right to be present and to be heard at the hearing and (at his/her or its own expense) to be represented at the hearing by legal counsel of his/her or its own choosing. At the reasonable discretion of the *Anti-Corruption Tribunal*, a representative of the *National Cricket Federation* to which the *Participant* is affiliated may also attend any such hearing (but strictly as an observer only and with no right to be heard). Where there is compelling justification for the non-attendance by any party or representative at the hearing, then such party or representative shall be given the opportunity to participate in the hearing by telephone or video conference (if available).
- 5.1.9** Without prejudice to Article 3.2.2, the *Participant* may choose not to appear in person at the hearing, but instead may provide a written submission for consideration by the *Anti-Corruption Tribunal*, in which case the *Anti-Corruption Tribunal* shall consider the submission in its deliberations. However, the non-attendance of the *Participant* or his/her representative at the hearing, without compelling justification, after proper notice of the hearing has been provided, shall not prevent the *Anti-Corruption Tribunal* from proceeding with the hearing in his/her absence, whether or not any written submissions are made on his/her behalf. A copy of any such written submission will be sent by the *ICC* to the *National Cricket Federation* to which the *Participant* is affiliated without unnecessary delay after it is received.
- 5.1.10** The procedure to be followed at the hearing (including whether to convene a hearing or, alternatively, to determine the matter (or any part thereof) by way of written submissions alone) shall be at the discretion of the Chairman of the *Anti-Corruption Tribunal*, provided that the hearing is conducted in a manner that affords the *Participant* a fair and reasonable opportunity to present evidence (including the right to call and to question witnesses by telephone or video-conference where necessary), address the *Anti-Corruption Tribunal*, and present his/her case.
- 5.1.11** Save where the Chairman orders otherwise for good cause shown by either party, the hearing shall be in English, evidence shall be given in English (with the cost of any necessary translation borne by the party offering the evidence), and certified English translations shall be submitted of any non-English documents put before the *Anti-Corruption Tribunal* (with the cost of the translation borne by the party offering the documents). If required by the Chairman, the *ICC* shall make arrangements to have the hearing recorded or transcribed (save for the private deliberations of the *Anti-Corruption Tribunal*). The costs of such transcription shall be paid by the *ICC*, subject to any costs-shifting order that the *Anti-Corruption Tribunal* may make further to Article 5.2.4.



**5.1.12** Notwithstanding any of the other provisions of this *Anti-Corruption Code*, at any time during the proceedings it shall be open to a *Participant* charged with breach(es) of the *Anti-Corruption Code* to admit the breach(es) charged, whether or not in exchange for an agreement with the *ICC* on the appropriate sanction to be imposed upon him/her in order to avoid the need for a hearing before the *Anti-Corruption Tribunal*. Any such discussions between the *ICC* 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 the *ICC’s General Counsel* and the *Participant*, and shall set out the sanction imposed on the *Participant* for his/her breach of the *Anti-Corruption Code* (the “**Agreed Sanction**”). In determining the Agreed Sanction the *ICC* will have due regard to the range of sanctions set out in Article 6.2 for the offence(s) in question, but it shall not be bound to impose a sanction within that range where it reasonably considers (at its absolute discretion) that there is good reason to depart therefrom. Upon receipt of notice of the Agreed Sanction, the *Anti-Corruption Tribunal* shall discontinue the proceedings on the terms thereof without the need for any further hearing. Instead the *ICC’s Chief Executive Officer* (in consultation with the *ICC’s General Counsel*) 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 *ICC’s Chief Executive Officer* will provide notice of it to the *National Cricket Federation* to which the *Participant* is affiliated.

## **5.2 Decisions of the *Anti-Corruption Tribunal***

- 5.2.1** The *Anti-Corruption Tribunal* shall announce its decision in writing, with reasons, as soon as possible after, and, in any event, within thirty (30) days of, the conclusion of the hearing. That written decision will set out and explain:
- 5.2.1.1** with reasons, the *Anti-Corruption Tribunal’s* findings as to whether any offence(s) under the *Anti-Corruption Code* has/have been committed;
  - 5.2.1.2** with reasons, the *Anti-Corruption Tribunal’s* findings as to what sanctions, if any, are to be imposed (including any fine and/or period of *Ineligibility*);
  - 5.2.1.3** with reasons, the date that such period of *Ineligibility* shall commence pursuant to Article 6.4; and
  - 5.2.1.4** the rights of appeal described in Article 7.
- 5.2.2** The *ICC* will provide the *National Cricket Federation* to which the *Participant* is affiliated with a full written copy of the findings and decisions of the *Anti-Corruption Tribunal* (including any sanctions imposed by the *Anti-Corruption Tribunal*) at the same time as such decision is provided to the *Participant* and prior to publicly announcing such decision.
- 5.2.3** The *Anti-Corruption Tribunal* shall have discretion to announce the substance of its decision to the parties prior to the issue of the written reasoned decision referred to in Article 5.2.1 in cases where a *Provisional Suspension* has been imposed or where it otherwise deems appropriate. For the avoidance of doubt, however: (a) the *Anti-Corruption Tribunal* shall still be required to issue a written, reasoned decision in accordance with Article 5.2.1; and (b) the time to appeal pursuant to Article 7 shall not run until receipt of that written, reasoned decision. Notice of such decision will be provided by the *ICC* to the *National Cricket Federation* to which the *Participant* is affiliated without unnecessary delay following its announcement.
- 5.2.4** The *Anti-Corruption Tribunal* has the power to make a costs order against any party to the hearing in respect of the costs of convening the *Anti-Corruption Tribunal* and of staging the hearing and/or in respect of the costs (legal, expert, travel, accommodation, translation or

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

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

## **ARTICLE 6    SANCTIONS**

- 6.1** Where a breach of the *Anti-Corruption Code* is admitted by the *Participant* or upheld by the *Anti-Corruption Tribunal*, the *Anti-Corruption Tribunal* will be required to impose an appropriate sanction upon the *Participant* from the range of permissible sanctions described in Article 6.2. In order to determine the appropriate sanction that is to be imposed in each case, the *Anti-Corruption Tribunal* must first determine the relative seriousness of the offence, including identifying all relevant factors that it deems to:

- 6.1.1** aggravate the nature of the offence, 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 *International Match(es)*;

**6.1.1.5** where the offence affected (or had the potential to affect) the result of the relevant *International 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 *Anti-Corruption Tribunal* 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 ACSU 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 *International Match(es)*;
- 6.1.2.7 where the offence did not affect (or have the potential to affect) the result of the relevant *International Match(es)*;
- 6.1.2.8 where the *Participant* provides *Substantial Assistance* to 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 *Anti-Corruption Tribunal* considers relevant and appropriate.

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

<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>Anti-Corruption Tribunal</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 2.4.9 inclusive (General)	Any period from zero up to a maximum of five (5) years.	

6.3 For the avoidance of doubt:

- 6.3.1** the *Anti-Corruption Tribunal* has no jurisdiction to adjust, reverse or amend the results of any *Match*;
- 6.3.2** where a *Participant* is found guilty of committing two offences under the *Anti-Corruption Code* in relation to the same incident or set of facts, then (save where ordered otherwise by the *Anti-Corruption Tribunal* for good cause shown) any multiple periods of *Ineligibility* imposed should run concurrently (and not cumulatively);
- 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 *ICC* agrees, by any other third party, including a *National Cricket Federation*); (b) directly to the *ICC* no later (subject to Article 6.7) than one calendar month following receipt of the decision imposing the fine; and
- 6.3.4** the *ICC* 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 *Anti-Corruption Tribunal* (including any sanctions imposed by the *Anti-Corruption Tribunal*) at the same time as such decision is provided to the *Participant* and prior to publicly announcing such decision.
- 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 he/she has first: (a) completed an official anti-corruption education session to the reasonable satisfaction of the *ACSU*; (b) agreed to subject him/herself to such additional reasonable and proportionate monitoring procedures and requirements as the *ACSU General Manager* may reasonably consider necessary given the nature and scope of the offence committed; and (c) satisfied in full any fine and/or award of costs made against him/her by any *Anti-Corruption Tribunal* or the *CAS*. However, the *ICC* 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 *ICC* within such deadline or by the time of the next agreed payment date, then, unless the *ICC* 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 Chairman of the *ACSU* shall, only after obtaining the prior written agreement of any relevant *National Cricket Federation(s)* and the prior approval of the *ICC Board*, 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 Chairman of the *ACSU* 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 ACSU Chairman in his absolute discretion considers appropriate and given the underlying objectives of this *Anti-Corruption Code*. Such factors may include (without limitation) the fact and timing of any expressions of apology, remorse and/or contrition by the *Participant*, the *Participant's* cooperation with ACSU education programmes, and/or the *Participant's* full disclosure of any and all information known to the *Participant* that may be helpful to the ACSU in enforcing the *Anti-Corruption Code* or in otherwise furthering its objectives. For the avoidance of doubt, the Chairman of the ACSU 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 ICC or the *Participant* who is the subject of the decision (as applicable) solely and exclusively by appeal to CAS as set out in this Article 7:
- 7.1.1 a decision by the Chairman of the *ICC Code of Conduct Commission* 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 5.1.12; or (b) decisions by the Chairman of the ACSU made pursuant to Article 6.8.
- 7.3 Decisions being appealed shall remain in effect and binding pending resolution of the appeal.
- 7.4 The deadline for filing an appeal to CAS shall be twenty-one (21) days from the date of receipt of the written reasoned decision by the appealing party. To be a valid filing under this Article, a copy of an appeal filed by the *Participant* must also be served on the same day on the ICC (which will thereafter provide a copy to the *National Cricket Federation* to which the *Participant* is affiliated).
- 7.5 In all appeals to CAS pursuant to this Article 7:
- 7.5.1 CAS's Code of Sports-related Arbitration shall apply, save as amended below.
  - 7.5.2 Where required in order to do justice (for example to cure procedural errors at the first instance hearing), the appeal shall take the form of a re-hearing *de novo* of the issues raised by the case. In all other cases, the appeal shall not take the form of a *de novo* hearing but instead shall be limited to a consideration of whether the decision being appealed was erroneous.
  - 7.5.3 The governing law shall be English law and the appeal shall be conducted in English, unless the parties agree otherwise.
  - 7.5.4 The decision of CAS on the appeal shall be final and binding on all parties, and no right of appeal shall lie from the CAS decision.

## ARTICLE 8 PUBLIC DISCLOSURE AND CONFIDENTIALITY

- 8.1** Save in exceptional circumstances where the *ICC* (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 *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 he/she has been formally charged pursuant to Article 4.6, at which point it shall be entitled to publicly announce the name of the *Participant* charged and the offences with which he/she has been charged. Thereafter, the *ICC* will not comment publicly on the specific facts of a pending case except in response to public comments made by (or on behalf of) the *Participant* involved in the case or his/her representatives or where otherwise necessary to preserve the public's confidence in the ability of the *ICC* and/or the *National Cricket Federations* to fight corruption in the sport.
- 8.2** Once the *Anti-Corruption Tribunal* has issued its decision in respect of any charges brought under the *Anti-Corruption Code*:
- 8.2.1** If the decision is that an offence has been committed: (a) the decision may, at the *ICC*'s discretion, be publicly reported in full as soon as possible; and (b) after the decision is publicly reported, the *ICC* may also publish such other parts of the proceedings before the *Anti-Corruption Tribunal* as the *ICC* 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 *ICC* 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 *ICC* 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 *ICC* in its discretion may at any time disclose to other organisations such information as the *ICC* may consider necessary or appropriate to facilitate administration or enforcement of the *Anti-Corruption Code*, provided that each organisation provides assurance satisfactory to the *ICC* that the organisation will maintain all such information in confidence.

## ARTICLE 9 RECOGNITION OF DECISIONS

- 9.1** 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* 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* and sanctions.
- 9.2** Decisions made and *Provisional Suspensions* and sanctions imposed under the anti-corruption rules of *National Cricket Federations* shall be recognised, enforced, extended and given effect to within their respective jurisdictions by the *ICC* and other *National Cricket Federations* (including in respect of any *Matches*, tournaments or other events sanctioned by such *National Cricket Federations*), automatically upon receipt of notice of the same, without the need for further formality.

## 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 *ICC* 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, with such amendments coming into effect on the date specified by the *ICC*.
- 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 11 November 2014 (the “**Effective Date**”). It shall not operate to disturb any decisions and/or sanctions previously made under predecessor versions of the *Anti-Corruption Code* (including the *Code of Conduct*) or anti-corruption rules of *National Cricket Federations*, nor shall it apply retrospectively to matters pending before the *Effective Date*; provided, however, that any case pending prior to the *Effective Date*, or brought after the *Effective Date* but based on acts or omissions that occurred before the *Effective Date*, shall be governed by the predecessor to the *Anti-Corruption Code* that was in force at the time of the alleged offence, subject to any application of the principle of *lex mitior* by the hearing panel determining the case.
- 11.4 If any Article or provision of this *Anti-Corruption Code* is ruled to be invalid, unenforceable or illegal for any reason, it shall be deemed deleted, and 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 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 *Anti-Corruption Tribunal* and/or the CAS.

## APPENDIX 1 - DEFINITIONS

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

ACSU. See *Anti-Corruption and Security Unit*.

Anti-Corruption and Security Unit. The department within the ICC that is mandated, amongst other things, to monitor compliance with and investigate potential breaches of the *Anti-Corruption Code*.

ACSU General Manager. An appointee of the ICC with supervisory responsibilities in relation to the *Anti-Corruption Code* (or his/her designee).

Agreed Sanction. As defined in Article 5.1.13.

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

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

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

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

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* or the equivalent provisions of the anti-corruption rules of any *National Cricket Federation*.

Demand. As defined in Article 4.3.

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

Effective Date. As defined in Article 11.3.

End Date. As defined in Article 1.7.

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

ICC. The International Cricket Council or its designee.

ICC's Chief Executive Officer. The person appointed by the ICC from time to time to act as the ICC's Chief Executive Officer (or his/her designee).



ICC's Clothing and Equipment Rules and Regulations. The ICC's Clothing and Equipment Regulations (a copy of which is set out in the *ICC's Operating Manual*), as amended from time to time.

ICC Code of Conduct Commission. An official committee of the *ICC* established, amongst other things, to provide independent enquiries, investigations and rulings in relation to matters brought to its attention. Each member of the *ICC Code of Conduct Commission* shall be independent of the *ICC*, which may provide reasonable compensation and reimbursement of expenses to such members.

ICC Code of Conduct for Umpires. The ICC's Code of Conduct for Umpires, as amended from time to time.

ICC Events. Each of the following: (a) the ICC Cricket World Cup; (b) the ICC World Twenty20; (c) the ICC Champions Trophy; (d) the ICC World Cricket League Divisions 1-8 (inclusive), and any regional qualifying events thereto; (e) the ICC Women's Cricket World Cup; (f) the ICC Under 19 Cricket World Cup; (g) the ICC World Cup Qualifying Tournament; (h) the ICC Women's Cricket World Cup Qualifying Tournament, and any regional qualifying events thereto; (i) the ICC World Twenty20 Qualifying Tournament; (j) the ICC Under 19 Cricket World Cup Qualifying Tournament, and any regional qualifying events thereto; (k) the ICC Intercontinental Cup and Shield; and (l) any other event organised or sanctioned by the *ICC* from time to time to which the *ICC* deems it appropriate that the *Anti-Corruption Code* should apply.

ICC's General Counsel. The person appointed by the *ICC* from time to time to act as the *ICC's* General Counsel (or his/her designee).

ICC's Minimum Standards for Players and Match Officials Area. The ICC's Minimum Standards for Players and Match Officials Area (a copy of which is set out in the *ICC's Operating Manual*), 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.

ICC's Operating Manual. The ICC's Official 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 his/her position within the sport. Such information includes, but is not limited to, factual information regarding the competitors in the *Match*, the conditions, tactical considerations or any other aspect of the *Match*, but does not include any such information that is already published or a matter of public record, that may be readily acquired by an interested member of the public, or that has been disclosed according to the rules and regulations governing the relevant *Match*.

International Match. Each of the following (in men's and women's cricket): (a) any *Test Match*, *One Day International Match* or *Twenty20 International Match*; (b) any *Match* played as part of an *ICC Event*; (c) any *International Tour Match*; and (d) any other *Match* 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* with Test and/or ODI or T20I Status) and any domestic, guest or invitational team.

Match. A cricket match of any format and duration in length in which two cricket teams compete against each other either at international level (i.e., an *International Match*, including an *International Tour Match*) or at national level (i.e., a *Domestic Match*).

Match Referee. Any independent person (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* and/or any other anti-corruption rules of any *National Cricket Federation*.

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).

Notice of Charge. As defined in Article 4.6.

One Day International Match. As defined by Section 33 (ICC Classification of Official Cricket) of the ICC's *Operating Manual*.

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.

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

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

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

Substantial Assistance. To qualify as *Substantial Assistance* for purposes of Article 6.1.2, a *Participant* must: (a) fully disclose in a signed witness statement all information that he/she possesses in relation to offences under the *Anti-Corruption Code* and/or that the ACSU reasonably considers may be helpful to it in its enforcement of the *Anti-Corruption Code*; and (b) reasonably cooperate upon request by the ICC 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 Section 33 (ICC Classification of Official Cricket) of the *ICC's Operating Manual*.

Twenty20 International Match. As defined by Section 33 (ICC Classification of Official Cricket) of the *ICC's Operating Manual*.

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* and/or the anti-corruption rules of any *National Cricket Federation*.