

# ICC ANTI-CORRUPTION CODE FOR PLAYERS AND PLAYER SUPPORT PERSONNEL

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## 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. It is the determination to protect that essence of cricket that has led the ICC to adopt the *Anti-Corruption Code*.
  - 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. Even where that risk is more theoretical than practical, its consequence is to 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 *Players* and *Player Support Personnel* to cooperate fully with all investigations and requests for information.
  - 1.1.5 The ICC is committed to taking every step in its power to prevent corrupt betting practices undermining the integrity of the sport of cricket, including any efforts to influence improperly the outcome or any other aspect of an *International Match* or *ICC Event*.
- 1.2 The *Anti-Corruption Code* is to be interpreted and applied by reference to the fundamental sporting imperatives described in Article 1.1. This includes but is not limited to cases 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 All *Players* and *Player Support Personnel* are automatically bound by and required to comply with all of the provisions of the *Anti-Corruption Code*. Accordingly, by their participation (in the case of a *Player*) or assistance in a *Player's* participation (in the case of a *Player Support Personnel*) in an *International Match*, such *Players* and *Player Support Personnel* shall be deemed to have agreed:
  - 1.3.1 for purposes of applicable data protection and other laws and for all other purposes, to have consented 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 shall confirm such agreement in writing upon demand;

- 1.3.2 that it is their personal responsibility to familiarise themselves with all of the requirements of the *Anti-Corruption Code*, including what conduct constitutes an offence under the *Anti-Corruption Code*, and to comply with those requirements;
  - 1.3.3 to submit to the authority of the ICC (including as delegated to any member of the ACSU) to adopt, apply, monitor and enforce the *Anti-Corruption Code*;
  - 1.3.4 to submit to the exclusive jurisdiction of any *Anti-Corruption Tribunal* convened under the *Anti-Corruption Code* to hear and determine charges brought by the ICC and/or related issues under the *Anti-Corruption Code*;
  - 1.3.5 to submit to the exclusive jurisdiction of any CAS panel convened under the *Anti-Corruption Code* to hear and determine appeals made pursuant to the *Anti-Corruption Code*; and
  - 1.3.6 not to bring any proceedings in any court or other forum that are inconsistent with the foregoing submissions to the jurisdiction of the *Anti-Corruption Tribunal* and the CAS.
- 1.4 Each *Player* and *Player Support Personnel* shall continue to be bound by and required to comply with the *Anti-Corruption Code* until he/she has not participated (in the case of a *Player*) or assisted in a *Player's* participation (in the case of a *Player Support Personnel*) in an *International Match* for a period of three (3) months. The ICC shall continue to have jurisdiction over him/her under the *Anti-Corruption Code* thereafter in respect of matters taking place prior to that point.
- 1.5 Without prejudice to Articles 1.3 and 1.4, the ICC (through the ACSU) and the *National Cricket Federations* shall be responsible for promoting *Anti-Corruption Code* awareness and education amongst all *Players* and *Player Support Personnel*.
- 1.6 It is acknowledged that certain *Players* and *Player Support Personnel* may also be subject to separate anti-corruption rules of *National Cricket Federations* applicable at a national level, and that the same conduct of such *Players* and *Player Support Personnel* may implicate not only the *Anti-Corruption Code* but also such other anti-corruption rules that may apply. For the avoidance of any doubt, *Players* and *Player Support Personnel* acknowledge and agree that: (a) the *Anti-Corruption Code* is not intended to limit the responsibilities of any *Player* or *Player Support Personnel* under such other rules; and (b) nothing in such other rules shall be capable of removing, superseding or amending in any way the jurisdiction of the *Anti-Corruption Tribunal* or CAS panel to determine matters properly arising under the *Anti-Corruption Code*.
- 1.7 The conduct prohibited under the *Anti-Corruption Code* 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 with further rules of professional conduct for those involved in the sport of cricket. 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. *Players* and *Player Support Personnel* must comply with all applicable laws and regulations at all times.
- 1.8 For the avoidance of any doubt:
- 1.8.1 all *Umpires* and *Match Referees* that officiate in any *International Match* are automatically bound by and required to comply with the similar anti-corruption provisions set out in the *ICC Code of Conduct for Umpires and Referees*;

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- 1.8.2 nothing in this *Anti-Corruption Code* is intended in any way to replace or amend the ICC's *Policy on Member Associations with Betting Companies* which shall remain in full force and effect and to which the ICC and all *National Cricket Federations* agree to be bound at all times;
  - 1.8.3 nothing in this *Anti-Corruption Code* is intended in any way to replace or amend the ICC's *Minimum Standards for Players and Match Officials Area* which shall remain in full force and effect and to which all *National Cricket Federations, Players* and *Player Support Personnel* agree to be bound at all times; and
  - 1.8.4 nothing in this *Anti-Corruption Code* is intended in any way to replace or amend the ICC's *Clothing and Equipment Rules and Regulations* which shall remain in full force and effect and to which all *National Cricket Federations, Players* and *Player Support Personnel* agree to be bound at all times.
- 1.9 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 and their definitions are set out in Appendix 1.

## ARTICLE 2 - OFFENCES UNDER THE ANTI-CORRUPTION CODE

The conduct described in Articles 2.1 – 2.4, if committed by a *Player* or *Player Support Personnel*, shall amount to an offence by such *Player* or *Player Support Personnel* under the *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 effort to fix or contrive in any way or otherwise influence improperly, the result, progress, conduct or any other aspect of any *International Match* or *ICC Event*.

*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 Seeking, accepting, offering or agreeing to accept any bribe or other Reward to 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 *ICC Event*.
- 2.1.3 Failing, for Reward, to perform to one's abilities in an *International Match*.
- 2.1.4 Soliciting, inducing, enticing, instructing, persuading, encouraging or facilitating any *Player* or *Player Support Personnel* 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* or *ICC Event*.

- 2.2.2 Soliciting, inducing, enticing, instructing, persuading, encouraging, facilitating or authorising any other party to enter into a *Bet* for the direct or indirect benefit of the *Player* or *Player Support Personnel* in relation to the result, progress, conduct or any other aspect of any *International Match* or *ICC Event*.
- 2.2.3 Ensuring the occurrence of a particular incident in an *International Match* or *ICC Event*, which occurrence is to the *Player* or *Player Support Personnel's* knowledge the subject of a *Bet* and for which he/she expects to receive or has received any *Reward*.

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

- 2.3.1 Using, for *Betting* purposes, any *Inside Information*.
- 2.3.2 Disclosing *Inside Information* to any person (with or without *Reward*) before or during any *International Match* or *ICC Event* where the *Player* or *Player Support Personnel* might reasonably be expected to know that disclosure of such information in such circumstances could be used in relation to *Betting*.

**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 *Player* or *Player Support Personnel* might reasonably be expected to know that disclosure of such information in such circumstances could be 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 *Player* or *Player Support Personnel* to expect that such information can be disclosed in confidence and without being subsequently used for *Betting*.

- 2.3.3 Soliciting, inducing, enticing, persuading, encouraging or facilitating any *Player* or *Player Support Personnel* to breach any of the foregoing provisions of this Article 2.3.

**2.4 General:**

- 2.4.1 Providing or receiving any gift, payment or other benefit (whether of a monetary value or otherwise) in circumstances that the *Player* or *Player Support Personnel* might reasonably have expected could bring him/her or the sport of cricket into disrepute.

**Note:** This Article is only intended to catch 'disrepute' that, when considered in all of the relevant circumstances, relates (directly or indirectly) to any of the underlying imperatives of and conduct prohibited by this Anti-Corruption Code (including as described in Article 1.1).

Where any substantial gift, payment or other benefit is received by any *Player* or *Player Support Personnel* from an unknown person or organisation and/or for no apparent reason, such *Player* or *Player Support Personnel* is advised, pursuant to the ACSU education programme to report such receipt to his/her National Cricket Federation and/or to the ACSU. Where such *Player* or *Player Support Personnel* does not make such a report, then that is likely to constitute strong evidence (which the *Player* or *Player Support Personnel* will have the opportunity of rebutting) of the commission of this offence.

- 2.4.2 Failing to disclose to the ACSU (without undue delay) full details of any approaches or invitations received by the *Player* or *Player Support Personnel* to engage in conduct that would amount to a breach of the *Anti-Corruption Code*.

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- 2.4.3 Failing to disclose to the ACSU (without undue delay) full details of any incident, fact, or matter that comes to the attention of a *Player* or *Player Support Personnel* that may evidence an offence under the *Anti-Corruption Code* by a third party, including (without limitation) approaches or invitations that have been received by any other party to engage in conduct that would amount to a breach of the *Anti-Corruption Code*.

**Note:** All *Players* and *Player Support Personnel* shall have a continuing obligation to report any new incident, fact, or matter that may evidence an offence under the *Anti-Corruption Code* to the ACSU, even if the *Player's* or *Player Support Personnel's* prior knowledge has already been reported.

- 2.4.4 Failing, without compelling justification, to cooperate with any reasonable investigation carried out by the ACSU in relation to possible breaches of the *Anti-Corruption Code*, including failure to provide any information and/or documentation requested by the ACSU (whether as part of a formal *Demand* pursuant to Article 4.3 or otherwise) that may be relevant to such investigation.
- 2.5 For the purposes of this Article 2:
- 2.5.1 Any attempt by a *Player* or *Player Support Personnel*, or any agreement by a *Player* or *Player Support Personnel* 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. However, there shall be no offence under the *Anti-Corruption Code* where the *Player* or *Player Support Personnel* renounces the attempt or agreement prior to it being discovered by a third party not involved in the attempt or agreement.
- 2.5.2 A *Player* or *Player Support Personnel* 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 himself and shall be liable accordingly under the *Anti-Corruption Code*.
- 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 *Player* him/herself was participating, or a *Player* assisted by the *Player Support Personnel* was participating, in the specific *International Match* or *ICC Event* in question.
- 2.6.2 The nature or outcome of any *Bet(s)* in issue.
- 2.6.3 The outcome of the *International Match(es)* or *ICC Event(s)* on which such *Bet* was made.
- 2.6.4 Whether or not the *Player's* or *Player Support Personnel's* efforts or performance (if any) in the *International Match(es)* or *ICC Event(s)* in issue 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)* or *ICC Event(s)* in issue 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 an offence under the *Anti-Corruption Code* to prove, on the balance of probabilities, that the alleged offence was committed (and that it was not reported to the ACSU thereafter) due to the *Player or Player Support Personnel'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.

#### ARTICLE 3 - STANDARD OF PROOF AND EVIDENCE

- 3.1 Unless otherwise described herein, the burden of proof shall be on the ACSU's *General Manager* and the standard of proof in all cases brought under the *Anti-Corruption Code* shall be whether the *Anti-Corruption Tribunal* is comfortably satisfied, bearing in mind the seriousness of the allegation that is being made, that the alleged offence has been committed. This standard of proof in all cases shall be determined on a sliding scale from, at a minimum, a mere balance of probability (for the least serious offences) up to proof beyond a reasonable doubt (for the most serious offences).
- 3.2 The *Anti-Corruption Tribunal* shall not be bound by judicial rules governing the admissibility of evidence. Instead, facts relating to an offence under the *Anti-Corruption Code* may be established by any reliable means, including admissions. The following rules of proof shall be applicable at the hearing:
- 3.2.1 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 which is not the subject of a pending appeal as irrebuttable evidence against the *Player or Player Support Personnel* to whom the decision pertained of those facts, unless the *Player or Player Support Personnel* establishes that the decision violated principles of natural justice.
- 3.2.2 The *Anti-Corruption Tribunal* may draw an inference adverse to the *Player or Player Support Personnel* 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 telephonically 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 and possible charge in accordance with Article 4.5.
- 4.2 The ACSU may conduct investigations into the activities of any *Player or Player Support Personnel* 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) and all *Players and Player Support Personnel* and *National Cricket Federations* must cooperate fully with such investigations. 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.



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- 4.3 As part of any such investigation, if the *ACSU General Manager* reasonably suspects that a *Player* or *Player Support Personnel* (or a third party whose actions may be imputed to the *Player* or *Player Support Personnel*) has committed an offence under the *Anti-Corruption Code*, he/she may make a written demand to such *Player* or *Player Support Personnel* (a '**Demand**') to furnish to him/her any information that is reasonably related to the alleged offence, including, without limitation: (a) copies or access to all records relating to the alleged breach (such as telephone records, Internet services records and/or other records stored on computer hard drives or other information storage equipment); and/or (b) a written statement made by the *Player* or *Player Support Personnel* setting out in detail all of the facts and circumstances of which the *Player* or *Player Support Personnel* is aware with respect to the alleged offence. Provided that any such Demand has been issued in accordance with this Article, and subject to any applicable principles of national law, the *Player* or *Player Support Personnel* 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*, which in any event, should be no earlier than fourteen days of the *Player's* or *Player Support Personnel's* receipt of the Demand. Where appropriate, the *Player* or *Player Support Personnel* may seek an extension of such deadline by providing the *ACSU's General Manager* with cogent reasons to support an extension, provided that the decision to grant or deny such extension shall be at the ultimate discretion of the *ACSU's General Manager*, acting reasonably at all times.
- 4.4 Any information furnished to the *ACSU's General Manager* (whether as part of an investigation or pursuant to a specific Demand) will not be used for any reason other than pursuant to 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 *International Match* or *ICC Event*; and/or
  - 4.4.4 it becomes necessary to disclose such information where information gathered under the *Anti-Corruption Code* may also amount to or evidence infringements of other applicable laws or regulations, the *ICC* may conduct investigations in respect thereto, in conjunction with, and/or may share information relating thereto with, the competent authorities (including any applicable police, taxation, fraud, criminal intelligence or other authorities), whether pursuant to formal information-sharing information agreements with such authorities or otherwise.
- 4.5 Where, following an investigation, the *ACSU General Manager* (in consultation with the *ICC's Chief Executive Officer* and the *ICC's Head of Legal*) determines that there is a case to answer under Article 2, then the *Player* or *Player Support Personnel* shall be sent written notice of the following, copied to the CEO of the *National Cricket Federation* to which he/she is affiliated (the '**Notice of Charge**')
- 4.5.1 that the *Player* or *Player Support Personnel* has a case to answer under Article 2;
  - 4.5.2 the specific offence(s) that the *Player* or *Player Support Personnel* is alleged to have committed;

- 4.5.3 details of the alleged acts and/or omissions relied upon in support of the charge;
- 4.5.4 the range of sanctions applicable under the *Anti-Corruption Code* if it is established that the *Player* or *Player Support Personnel* has committed the offence(s) charged;
- 4.5.5 (where applicable) the matters relating to *Provisional Suspension* specified at Article 4.6; and
- 4.5.6 the matters relating to responding to a *Notice of Charge* specified at Article 4.7.

#### 4.6 *Provisional Suspension*

- 4.6.1 Where the ACSU *General Manager* decides to charge a *Player* or *Player Support Personnel* with an offence under the *Anti-Corruption Code*, he/she (in consultation with the ICC's *Chief Executive Officer* and the ICC's *Head of Legal*) shall have the discretion, in circumstances where he/she considers that the integrity of the sport could otherwise be seriously undermined, to *Provisionally Suspend* the *Player* or *Player Support Personnel* pending the *Anti-Corruption Tribunal's* determination of whether he/she has committed an offence. A copy of any written notice to *Provisionally Suspend* the *Player* or *Player Support Personnel* will, at the same time, be sent by the ICC to the *Player's* or *Player Support Personnel's* relevant *National Cricket Federation*.
- 4.6.2 Where a *Provisional Suspension* is imposed, the *Player* or *Player Support Personnel* shall be given an opportunity to contest such *Provisional Suspension* in a *Provisional Hearing* taking place either before the imposition of the *Provisional Suspension* or on a timely basis after its imposition. At any such *Provisional Hearing*, it shall be the burden of the ACSU's *General Manager* to establish: (a) that there is a strong, arguable case against the *Player* or *Player Support Personnel* on the charge(s) that have been made against him/her; and (b) that, in such circumstances, the integrity of the sport could be seriously undermined if a *Provisional Suspension* was not imposed against him/her. The Chairman of the *ICC Code of Conduct Commission* shall have the discretion to determine the appropriate procedure to be followed at any such *Provisional Hearing*, provided that the *Player* or *Player Support Personnel* 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 *Player's* or *Player Support Personnel's* relevant *National Cricket Federation* as soon as such decision has been made.
- 4.6.3 Where a full hearing under Article 5 has not been convened within three (3) months of the imposition of a *Provisional Suspension*, the *Player* or *Player Support Personnel* shall be entitled to apply 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 ACSU's *General Manager* to establish that there remains (a) a strong, arguable case against the *Player* or the *Player Support Personnel* on the charge(s) that have been made against him/her; and (b) a risk that the integrity of the sport could be seriously undermined if the *Provisional Suspension* was lifted. The Chairman of the *ICC Code of Conduct Commission* shall have discretion to determine such application as he considers appropriate (including whether to convene a hearing or to

determine the matter on the papers), provided that the *Player* or *Player Support Personnel* is afforded a fair and reasonable opportunity to present evidence, address the Chairman and present his/her case.

- 4.6.4 No *Player* or *Player Support Personnel* who is the subject of any *Provisional Suspension* may, during the period of any *Provisional Suspension*, play, coach or otherwise participate or be involved in any capacity in any *International Match* or (any other kind of *Match*, 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 of a *National Cricket Federation*. *National Cricket Federations* shall take all reasonable steps within their powers to give effect to this Article 4.6.4 where they have the jurisdiction to do so.

## 4.7 Responding to a Notice of Charge

- 4.7.1 The *Notice of Charge* shall also specify that, if the *Player* or *Player Support Personnel* wishes to exercise his/her right to a hearing before the *Anti-Corruption Tribunal*, he/she must submit a written request for such a hearing so that it is received by the *ACSU General Manager* as soon as possible, but in any event within fourteen (14) days of the receipt by the *Player* or *Player Support Personnel* of the *Notice of Charge*. The request must also state how the *Player* or *Player Support Personnel* responds to the charge(s) and must explain (in summary form) the basis for such response.
- 4.7.2 If the *Player* or *Player Support Personnel* fails to file a written request for a hearing before the *Anti-Corruption Tribunal* by the deadline specified in Article 4.7.1 (or by any extended deadline that the *ACSU's General Manager* deems appropriate), then he/she shall be deemed to have:
- 4.7.2.1 waived his/her entitlement to a hearing;
  - 4.7.2.2 admitted that he/she has committed the offence(s) under the *Anti-Corruption Code* specified in the *Notice of Charge*; and
  - 4.7.2.3 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 *Head of Legal*) 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 *Player's* or *Player Support Personnel's* relevant *National Cricket Federation*.

- 4.7.3 Where the *Player* or *Player Support Personnel* does request a hearing in accordance with Article 4.7.1, 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 *Player* or *Player Support Personnel* has committed an offence under the *Anti-Corruption Code*, and the *Player* or *Player Support Personnel* denies the allegation, and/or disputes the sanctions to be imposed for such offence under the *Anti-Corruption Code*, then 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 the *Anti-Corruption Tribunal* to hear each 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, have had no prior involvement with the case and shall not, unless otherwise agreed between the parties, be from the same country as the *Player* or *Player Support Personnel* alleged to have breached the *Anti-Corruption Code*.
- 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 *Player* or *Player Support Personnel* and his/her legal representatives (if any). At the discretion of the Chairman, a representative of the *Player's* or *Player's Support Personnel's* relevant *National Cricket Federation* may also attend any 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, without compelling justification, of the *Player* or *Player Support Personnel* 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 *Player* or *Player Support Personnel*.
- 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 in exceptional circumstances or where the parties otherwise agree, the full hearing should take place no longer than forty (40) days after the receipt by the *Player* or *Player Support Personnel* of the *Notice of Charge*;
- 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 list of the witnesses that the *ICC* intends to call at the hearing (and a summary of the subject areas of the witness's anticipated testimony), and enclosing copies of the exhibits that the *ICC* intends to introduce at the hearing;

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- b) the *Player* or *Player Support Personnel* 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 list of the witnesses that he/she intends to call at the hearing (and a summary of the subject areas of the witness's anticipated testimony), and enclosing copies of the exhibits that he/she intends to introduce at the hearing; and
  - c) the ICC may (at its discretion) submit a reply brief, responding to the answer brief of the *Player* or *Player Support Personnel* and listing any rebuttal witnesses that the ICC intends to call at the hearing (and a summary of the subject areas of the witness's anticipated testimony), and enclosing copies of any other exhibits that the ICC intends to introduce at the hearing; and
- 5.1.4.3 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 *Player* or *Player Support Personnel* 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, 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 *Player* or *Player Support Personnel'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 *Player* or *Player Support Personnel* 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 discretion of the *Anti-Corruption Tribunal*, a representative of the *Player's* or *Player's Support Personnel's* relevant *National Cricket Federation* 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 *Player* or *Player Support Personnel* may choose not to appear in person at the hearing, but instead 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 *Player* or *Player Support Personnel* or his/her representative at the hearing, after proper notice of the hearing has been provided, without compelling justification, shall not prevent the *Anti-Corruption Tribunal* from proceeding with the hearing in his/her absence, whether or not any written submissions are made on his/her behalf.
- 5.1.10 The procedure followed at the hearing shall be at the discretion of the Chairman of the *Anti-Corruption Tribunal*, provided that the hearing is conducted in a manner which offers the *Player* or *Player Support Personnel* 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 For the avoidance of any doubt, where two or more *Players* or *Player Support Personnel* 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.
- 5.1.12 Save where the Chairman orders otherwise for good cause shown by either party, the hearing shall be in English, and certified English translations shall be submitted of any non-English documents put before the *Anti-Corruption Tribunal*. The cost of the translation shall be borne by the party offering the document(s). 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*). If requested by the *Player* or *Player Support Personnel*, the ICC shall also arrange for an interpreter to attend the hearing. The costs of transcription and interpretation shall be paid by the ICC, subject to any costs-shifting order that the *Anti-Corruption Tribunal* may make further to Article 5.2.3.

## 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 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.
- Any such written decision (with reasons) will be provided to the *Player* or *Player Support Personnel*, with a copy to his/her relevant *National Cricket Federation*.

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- 5.2.2 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.
- 5.2.3 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 or otherwise) incurred by the parties in relation to the proceedings if 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 or otherwise).
- 5.2.4 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 it is determined that an offence under the *Anti-Corruption Code* has been committed, the *Anti-Corruption Tribunal* will be required to impose an appropriate sanction upon the *Player* or *Player Support Personnel* 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 under the *Anti-Corruption Code*, including (without limitation):
- 6.1.1.1 a lack of remorse on the part of the *Player* or *Player Support Personnel*;
  - 6.1.1.2 whether the *Player* or *Player Support Personnel* has previously been found guilty of any similar offence under the *Anti-Corruption Code* or any predecessor regulations, whether by the *ICC*, or by any *National Cricket Federation*;
  - 6.1.1.3 where the amount of any profits, winnings or other *Reward*, directly or indirectly received by the *Player* or *Player Support Personnel* 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)* or *ICC Event(s)*;
  - 6.1.1.5 where the offence affected (or had the potential to affect) the result of the relevant *International Match(es)* or *ICC Event(s)*;
  - 6.1.1.6 where the welfare of a *Player* or *Player Support Personnel* has been endangered as a result of the offence;
  - 6.1.1.7 where the offence involved more than one *Player* or *Player Support Personnel*; 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 under the *Anti-Corruption Code*, 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 *Player's* or *Player Support Personnel's* good previous disciplinary record;
  - 6.1.2.3 the young age and/or lack of experience of the *Player* or *Player Support Personnel*;
  - 6.1.2.4 where the *Player* or *Player Support Personnel* has cooperated with the *ACSU* and any investigation or *Demand* carried out by it;
  - 6.1.2.5 where the offence did not substantially damage (or have the potential to substantially damage) the commercial value and/or the public interest in the relevant *International Match(es)* or *ICC Event(s)*;
  - 6.1.2.6 where the offence did not affect (or have the potential to affect) the result of the relevant *International Match(es)* or *ICC Event(s)*;
  - 6.1.2.7 where the *Player* or *Player Support Personnel* provides *Substantial Assistance* to the *ICC*, a criminal authority or professional disciplinary body that results in the *ICC* discovering or establishing an offence under the *Anti-Corruption Code* by another *Player* or *Player Support Personnel* or that results in a criminal or disciplinary body discovering or establishing a criminal offence or the breach of professional rules by another *Player* or *Player Support Personnel* or other third party;
  - 6.1.2.8 where the *Player* or *Player Support Personnel* has already suffered penalties under other laws and/or regulations for the same offence; and/or
  - 6.1.2.9 any other mitigating factor(s) that the *Anti-Corruption Tribunal* considers relevant and appropriate.
- 6.2 Having considered all of the factors described in Articles 6.1.1 and 6.1.2, the *Anti-Corruption Tribunal* shall then determine, in accordance with the following table, what the appropriate sanction(s) should be:

ANTI CORRUPTION CODE OFFENCE	RANGE OF PERMISSIBLE PERIOD OF INELIGIBILITY	ADDITIONAL DISCRETION TO IMPOSE A FINE
Articles 2.1.1, 2.1.2, 2.1.3 and 2.1.4 (Corruption)	A minimum of five (5) years and a maximum of a lifetime.	<b>AND (in all cases)</b> the <i>Anti-Corruption Tribunal</i> shall have the discretion to impose a fine on the <i>Player</i> or <i>Player Support Personnel</i> up to a maximum of the value of any <i>Reward</i> received by the <i>Player</i> or <i>Player Support Personnel</i> directly or indirectly, out of, or in relation to, the offence committed under the <i>Anti-Corruption Code</i> .
Articles 2.2.1, 2.2.2 and 2.2.3 (Betting)	A minimum of two (2) years and a maximum of five (5) years.	
Articles 2.3.1 and 2.3.3 (as it relates to an offence under Article 2.3.1) (Misuse of inside information)	A minimum of two (2) years and a maximum of five (5) years.	
Articles 2.3.2 and 2.3.3 (as it relates to an offence under Article 2.3.2) (Misuse of inside information)	A minimum of six (6) months and a maximum of five (5) years.	
Articles 2.4.1 and 2.4.2 (General)	A minimum of one (1) year and a maximum of five (5) years.	
Articles 2.4.3 and 2.4.4 (General)	A minimum of six (6) months and a maximum of two (2) years.	



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- 6.3 For the avoidance of doubt:
- 6.3.1 the *Anti-Corruption Tribunal* will have no jurisdiction to adjust, reverse or amend the results of any *International Match* or *ICC Event*;
  - 6.3.2 where a *Player* or *Player Support Personnel* is found guilty of committing two *Anti-Corruption Code* offences in relation to the same incident or set of facts and sanctioned separately, then any sanctions imposed should run concurrently (and not cumulatively);
  - 6.3.3 where a fine and/or costs award is imposed against a *Player* or *Player Support Personnel*, then such fine and/or costs award must be paid: (a) by the *Player* or *Player Support Personnel* (and not, unless the *ICC* agrees, by any other third party, including a *National Cricket Federation*); (b) directly to the *ICC* within one calendar month of receipt of the decision imposing the fine. However, the *ICC* will consider any request from any *Player* or *Player Support Personnel*, 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 *Player* or *Player Support Personnel* may not play, coach or otherwise participate or be involved in any capacity in any *International Match* until such payment has been satisfied in full; and
  - 6.3.4 the *ICC* will provide the *National Cricket Federation* of the *Player* or *Player Support Personnel* 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 *Player* or *Player Support Personnel* and prior to publicly announcing such decisions.
- 6.4 Any period of *Ineligibility* imposed on a *Player* or *Player Support Personnel* 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 *Player* shall be credited against the total period of *Ineligibility* to be served.
- 6.5 No *Player* or *Player Support Personnel* who has been declared *Ineligible* may, during the period of *Ineligibility*, play, coach or otherwise participate or be involved in any capacity in any *International Match* or any other kind of *Match*, 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 of a *National Cricket Federation*. *National Cricket Federations* shall take all reasonable steps within their powers to give effect to this Article 6.5 where they have the jurisdiction to do so.
- 6.6 A *Player* or *Player Support Personnel* who is subject to a period of *Ineligibility* shall remain subject to the *Anti-Corruption Code* during that period. If a *Player* or *Player Support Personnel* commits an offence under the *Anti-Corruption Code* during a period of *Ineligibility*, this shall be treated as a separate offence under the *Anti-Corruption Code* and separate proceedings will be brought pursuant to Article 4.5.
- 6.7 Once any period of *Ineligibility* has expired, the *Player* or *Player Support Personnel* will automatically become re-eligible to participate (in the case of a *Player*) or assist a *Player's* participation (in the case of a *Player Support Personnel*) in *International Matches* and/or *Matches* provided that he/she has first: (a) completed an official anti-corruption education session to the reasonable satisfaction of *ACSU*; (b) satisfied, in full, any fine and/or award of costs made against him/her by any *Anti-Corruption*

*Tribunal* or CAS panel; and (c) agreed to subject him/herself to such additional reasonable and proportionate monitoring procedures and requirements as the ACSU's General Manager may reasonably consider necessary given the nature and scope of the offence committed.

#### ARTICLE 7 - APPEALS

- 7.1** The following decisions made under the *Anti-Corruption Code* may be challenged by the ICC or the *Player* or *Player Support Personnel* who is the subject of the decision (as applicable) solely by appeal to CAS as set out in this Article 7:
- 7.1.1 a decision to impose 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** Decisions being appealed shall remain in effect and binding pending resolution of the appeal.
- 7.3** 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 the appeal must also be filed on the same day with the ICC, a copy of which will thereafter be filed with the *Player's* or *Player Support Personnel's* relevant *National Cricket Federation*. In all appeals to CAS pursuant to this Article 7:
- 7.3.1 CAS's Code of Sports-related Arbitration shall apply, save as amended below.
  - 7.3.2 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.
  - 7.3.3 The governing law shall be English law and the appeal shall be conducted in English, unless the parties agree otherwise.
  - 7.3.4 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** Neither the ICC nor any *National Cricket Federation* shall publicly identify any *Player* or *Player Support Personnel* who has been alleged to have committed an offence under the *Anti-Corruption Code* until it has been determined in a hearing in accordance with Article 5 that an offence has been committed, or such hearing has been waived, or the assertion of an offence has not been timely challenged. Once it is decided that an offence under the *Anti-Corruption Code* has been established, publication of that decision shall be determined in accordance with the following principles:
- 8.1.1 If the decision of the *Anti-Corruption Tribunal* 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.

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8.1.2 If the *Anti-Corruption Tribunal* exonerates the *Player* or *Player Support Personnel*, then the decision may be publicly reported only with the consent of the *Player* or *Player Support Personnel* who is the subject of the decision. 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 *Player* or *Player Support Personnel* may approve.

- 8.2 The *ICC* shall use its best endeavours to ensure that persons under its control do not publicly identify *Player* or *Player Support Personnel* who are alleged to have committed an offence under the *Anti-Corruption Code*, unless and until an *Anti-Corruption Tribunal* has determined that an offence has been committed, and/or the offence has been admitted. 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. 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 *Player* or *Player Support Personnel* involved in the case or his/her representatives.

## ARTICLE 9 - RECOGNITION OF DECISIONS

- 9.1 It shall be a condition of membership of the *ICC* that all *National Cricket Federations* shall comply with, recognise and take all necessary and reasonable steps within their powers to enforce and give effect to the *Anti-Corruption Code* and to all decisions taken and sanctions imposed thereunder. 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 sanctions.
- 9.2 Decisions and sanctions of *National Cricket Federations* that are within the *National Cricket Federation's* jurisdiction and based on same or similar anti-corruption rules shall be recognised and respected by the *ICC* and all other *National Cricket Federations* (including in respect of any *Matches*, tournaments or other events sanctioned by such *National Cricket Federation*), 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 *Player* or *Player Support Personnel* for an offence under the *Anti-Corruption Code* more than eight years after the date that the offence occurred.
- 10.2 Subject strictly to Article 10.1, the *ICC* may temporarily suspend investigations under the *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* Executive 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 6 October 2009 (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 version of the *Anti-Corruption Code* 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 held 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 provisions of Articles 5 and 7 of the *Anti-Corruption Code*, disputes relating to the *Anti-Corruption Code* shall be subject to the exclusive jurisdiction of the English courts.

## 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 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*.

**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.

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

**Betting Organisation.** Any company or other undertaking that promotes, brokers, arranges or conducts any form of *Betting* activity in relation to *International Matches* or *ICC Events*.

**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.

**Demand.** As defined in Article 4.3.

**Effective Date.** As defined in Article 11.3.

**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 pursuant to the *Code of Conduct*. 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 and Referees.** The ICC's Code of Conduct for Umpires and Referees, in force 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), together with 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, together with any regional qualifying events thereto; (i) the ICC World Twenty20 Qualifying Tournament; (j) the ICC Under 19 Cricket World Cup Qualifying Tournament, together with 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 Head of Legal.** The person appointed by the ICC from time to time to act as the ICC's Head of Legal (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 in force from time to time.

**Ineligibility.** Means the *Player* or *Player Support Personnel* is 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 *International Match* or *ICC Event* that a *Player* or *Player Support Personnel* 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 *International Match* or *ICC Event*, the conditions, tactical considerations or any other aspect of the *International Match* or *ICC Event*, but does not include such information that 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* or *ICC Event*.

**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*; or (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.

**Match Referee.** The independent person appointed by the ICC (or any other relevant party) as the official match referee for a designated *International Match*, whether such *Match Referee* carries out his/her functions remotely or otherwise.

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

**Notice of Charge.** As defined in Article 4.5.

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

**Player.** Any cricketer who is selected (or who has been selected in the preceding twelve (12) months) in any playing or touring team or squad that is chosen to represent a *National Cricket Federation* in any *International Match* or series of *International Matches*.

**Player Support Personnel.** Any coach, trainer, manager, selector, team official, doctor, physiotherapist or any other person employed by, representing or otherwise affiliated to a playing/touring team or squad that is chosen to represent a *National Cricket Federation* in any *International Match* or series of *International Matches*.

**Provisional Hearing.** For purposes of Article 4.6, an expedited abbreviated hearing before the Chairman of the *ICC Code of Conduct Commission* (sitting alone) occurring prior to a hearing under Article 5 that provides the *Player* or *Player Support Personnel* with notice and an opportunity to be heard in either written or oral form.

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**Provisional Suspension.** Means the *Player* or *Player Support Personnel* is temporarily barred from participating in the sport of cricket pending a decision on the allegation that he/she has committed an offence under the *Anti-Corruption Code*, as set out more specifically in Article 4.6.

**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.** For purposes of Article 6.2.2.7, a *Player* or *Player Support Personnel* 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 (b) reasonably cooperate with the investigation and adjudication of any case related to that information, including, for example, presenting testimony at a hearing if requested to do so by the *ICC*. Further, the information provided must be credible and must comprise an important part of any case that is initiated or, if no case is initiated, must have provided a sufficient basis on which a case could have been brought.

**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 third or other umpires) appointed to officiate in a *Match*.