

# **THE ICC CODE OF ETHICS**

**Effective Date: 10 May 2017**

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## ARTICLE 1: PURPOSE, SCOPE AND APPLICATION

### 1.1 Introduction

- 1.1.1 Cricket is renowned for strong ethical values of fair play and sportsmanship and the International Cricket Council (**ICC**) aspires to the highest ethical standards in its governance and administration of the sport. This is essential to safeguard the integrity and the reputation of cricket, to maintain confidence in the *ICC* as the custodian of the sport, and to allow it to secure the long-term health and vitality of cricket at all levels. The *ICC* has therefore adopted this Code of Ethics for *Officials* (the **Code of Ethics**), establishing clear ethical standards to govern the activities of persons directing and supporting the *ICC* as the international governing body of the sport.
- 1.1.2 The *Code of Ethics* will come into full force and effect on 10 May 2017 (the **Effective Date**) and will supersede all previous versions of the *Code of Ethics* as from that date. Its procedural provisions will apply retrospectively to matters arising before the *Effective Date* but its substantive provisions will not, unless they are more favourable to the person(s) involved than the previous rules. The *Code of Ethics* may be amended from time to time by the *ICC Board*.
- 1.1.3 Conduct prohibited under this *Code of Ethics* may also amount to a criminal offence and/or a breach of other applicable laws or regulations, including employment laws in national jurisdictions. This *Code of Ethics* is intended not to replace such laws and regulations, but to supplement them with further rules of professional conduct for those involved in the governance and administration of cricket, in order to achieve the objectives set out in Article 1.1.1. It is to be interpreted and applied accordingly, without prejudice to the application of such other laws and regulations.
- 1.1.4 For the avoidance of doubt, this *Code of Ethics* shall not replace or in any way affect or alter the *ICC's* ability to pursue appropriate disciplinary action against *Staff Members* under the terms of any employment or consultancy contract with such *Staff Member* and/or pursuant to any of the *ICC's* employment policies in force from time to time, including, without limitation, the *ICC Disciplinary Policy* and the *ICC Grievance Policy*. Where conduct prohibited under this *Code of Ethics* also amounts to a breach of the terms of a *Staff Member's* employment or consultancy arrangement with the *ICC*, the *ICC* shall be entitled, at its absolute discretion, to elect only to pursue disciplinary action against such *Staff Member* pursuant to the applicable employment or consultancy contract and there shall be no requirement on the *ICC* to have first instituted, or to subsequently institute, any action under this *Code of Ethics*.
- 1.1.5 Unless otherwise indicated, references below to Articles and Appendices are to articles and appendices of this *Code of Ethics*, and references to the male gender encompass the female gender. Words or terms appearing in italics are defined terms that have the meanings set out in Appendix 1.

### 1.2 Individuals bound by the **Code of Ethics**

- 1.2.1 The following individuals (each, an **Official**) are deemed to have agreed to (a) be bound by and required to comply with this *Code of Ethics*, (b) familiarise themselves with all of the requirements of this *Code of Ethics*, including what constitutes a violation of the *Code of Ethics*, (c) submit to the jurisdiction of the *Ethics Officer*, the *Ethics Disciplinary Committee*, the *Ethics Tribunal* and the Court of Arbitration for Sport in Lausanne, Switzerland (**CAS**), in relation to its enforcement, and (d) not to bring any proceedings in any court or other forum that are inconsistent with the foregoing submission:

- 1.2.1.1 each person serving as a director (including alternate director) or officer of the *ICC, IBC, IDI* or any *Associated Company*, including for the avoidance of any doubt, the *ICC Chairman* and *ICC Chief Executive* as may be appointed from time to time (each, a **Director**);
- 1.2.1.2 each person serving as a member of a committee, commission, advisory board or working party of the *ICC, IBC, IDI* or any *Associated Company*, and each person appointed to represent the *ICC, IBC, IDI* or any *Associated Company* on any committee, commission, advisory board or working party or in any similar role (each, a **Committee Member**);
- 1.2.1.3 each person employed (whether full-time, part-time, permanently, for a fixed-term or temporarily) or engaged as an agent, consultant or contractor for, or otherwise functioning as a member of the staff of, the *ICC, IBC IDI* or any *Associated Company* (each, a **Staff Member**);

**Note:** *This category is intended to be construed broadly. It shall encompass (without limitation) ICC match officials and anti-corruption managers, as well as individuals who are contracted from time to time by a host board or committee to work on an ICC Event. For the avoidance of doubt, while official volunteers at ICC Events do not fall within the definition of Staff Members and thus are not bound to comply with the Code of Ethics, they shall be required to comply with any 'volunteer code' which may exist in relation to the particular ICC Event and which shall include similar obligations to those contained in this Code of Ethics.*

- 1.2.1.4 each of the following persons to the extent that he has any dealings or interactions of any kind with the *ICC* as a representative of a *National Cricket Federation* (an **NCF Representative**): directors and/or persons employed (whether full-time, part-time, permanently or for a fixed-term or temporarily), engaged as an agent, consultant or contractor, or otherwise functioning as a member of any senior management team (or equivalent management group/structure/body or appointment) within a *National Cricket Federation*; and

**Note:** *For the avoidance of doubt, this Code of Ethics shall not apply to officers or employees of the ICC's commercial partners. However, all such commercial partners are encouraged to put in place similar codes or policies based on similar principles and rules as contained in this Code of Ethics, to be binding upon all such individuals in their dealings with the ICC.*

- 1.2.1.5 any other persons who agree in writing at the request of the *ICC* to be bound by this *Code of Ethics*.
- 1.2.2 *Directors, Committee Members* and *Staff Members* shall be bound by and required to comply with this *Code of Ethics*: (a) whenever they are acting in their capacity as such; and (b) at any other time where their conduct at such times reflects upon the *ICC* or could otherwise undermine the objectives underlying this *Code of Ethics*.
- 1.2.3 *NCF Representatives* shall be bound by and required to comply with this *Code of Ethics* at all times when they are dealing or interacting in any way with the *ICC*.
- 1.2.3 Each *Official* must sign an acknowledgement that he is bound by and required to comply with this *Code of Ethics*, to submit to the jurisdiction of the *Ethics Officer*, the *Ethics Disciplinary Committee*, the *Ethics Tribunal* and the *CAS* in relation to its enforcement, and not to bring any proceedings in any court or other forum that are inconsistent with the foregoing submission. However, he shall be so bound whether or not he is asked to sign such acknowledgement and whether or not he signs the acknowledgment if asked.

- 1.2.4 *Officials* shall cease to be bound by this *Code of Ethics* as of the date that they cease to perform the role and/or to conduct the activities that originally qualified them as an *Official*, save that they will remain subject to the *Code of Ethics* (including, for the avoidance of doubt, its provisions on sanctions and confidentiality) and to the jurisdiction of the *Ethics Officer*, the *Ethics Disciplinary Committee*, the *Ethics Tribunal* and the *CAS* hereunder in respect of matters occurring prior to that date.

### **1.3 Enforcement at national level (*National Cricket Federations*)**

- 1.3.1 Each *National Cricket Federation* shall adopt a national-level code of ethics to govern the ethical behaviour of individuals directing and supporting it in its role as national governing body for the sport of cricket, to take effect within the limits of its national jurisdiction.
- 1.3.2 Where the same conduct could be pursued as a breach of this *Code of Ethics* or a breach of a *National Cricket Federation's* national code of ethics (if applicable), the *Ethics Officer*, in his sole discretion, shall determine whether the matter should be pursued by the relevant *National Cricket Federation* under its national code of ethics (for example, where the matter relates to a purely domestic matter), or by the *Ethics Officer* under this *Code of Ethics* (for example, where the matter has international implications including, by way of example, where it involves *Officials* from one or more *National Cricket Federations*) after considering the relevant circumstances surrounding the alleged breach.
- 1.3.3 Each *National Cricket Federation* must recognise, respect and give effect within its national jurisdiction to all decisions made in applying and enforcing this *Code of Ethics*.

## **ARTICLE 2: OBLIGATIONS**

### **2.1 General duties**

- 2.1.1 In addition to complying with all applicable laws and regulations, an *Official* must conduct himself honestly, fairly, impartially and in accordance with the highest ethical standards of integrity and transparency. He must avoid any conduct that is inconsistent with or which undermines in any way the objectives of this *Code of Ethics*. He must avoid acts or omissions that give the appearance of impropriety, or that denigrate the *ICC*, or that bring (or have the potential to bring) the *ICC* and/or the sport of cricket into disrepute.
- 2.1.2 An *Official* must not do anything that may intimidate, offend, insult, humiliate or discriminate against anyone on the basis of race, sex, gender, national or ethnic origin, religion, culture, colour, sexual orientation, or otherwise.
- 2.1.3 Safeguarding the dignity of the individual is fundamental. All forms of harassment (whether physical, verbal, mental, sexual or otherwise) are prohibited.
- 2.1.4 An *Official* must not abuse his position as an *Official* in any way, especially for private aims or objectives. He must use the resources of the *ICC* only for lawful and ethical purposes authorised by the *ICC Board* or the *ICC Chief Executive*, and not for any unauthorised purpose. An *Official* may only claim reimbursement from the *ICC* for expenses properly and reasonably incurred in the course of his *ICC* activities.
- 2.1.5 An *Official* must:
- 2.1.5.1 report to the *Ethics Officer* without delay all knowledge concerning any approach or invitation received by the *Official* to engage in conduct that would amount to a breach of this *Code of Ethics*;

2.1.5.2 report to the *Ethics Officer* without delay all knowledge concerning any incident, fact or matter that comes to the attention of the *Official* that may evidence a potential breach of this *Code of Ethics*; and

**Note:** *All Officials have a continuing obligation to report any new incident, fact, or matter covered by Article 2.1.5.1 or 2.1.5.2 to the Ethics Officer, even if the Official has already reported his prior knowledge.*

2.1.5.3 cooperate fully with all investigations carried out by the *Ethics Officer* in relation to possible breaches by himself and/or others of the *Code of Ethics* (including, without limitation, by providing any information and/or documentation requested by the *Ethics Officer* as part of that investigation).

## 2.2 Loyalty (avoiding conflicts of interest)

2.2.1 An *Official* must not use his position or his activities with the *ICC* to advance his personal interests or those of any relative, friend or acquaintance (whether arising directly or through a related third party).

2.2.2 Without prejudice to Article 2.2.1, each *Director*, *Committee Member* and *Staff Member* owes a duty of care and loyalty to the *ICC*. This means he must make decisions (including as to how to cast a vote on a specific resolution) based solely on his independent judgement, in good faith, of what is in the best interests of the *ICC*'s collective membership and the sport of cricket as a whole, in relation to the issue at hand. He must not be influenced by any other factors, and he must not seek to advance any conflicting interests, such as (without limitation) the interests of a third party (such as a governmental or political body) (an 'institutional' conflict of interest) or his own personal interests (a 'personal' conflict of interest). He must avoid any situation that could lead to any actual or apparent conflict of such interests.

2.2.2.1 Specifically in relation to 'institutional' conflicts of interest:

2.2.2.2 A *Director*, *Committee Member* or *Staff Member* must not promote the interests of any particular stakeholder (such as a *National Cricket Federation* or a group of *National Cricket Federations*), or of any third party (such as a governmental or political body), where doing so would conflict with his overriding duty to act in the best interests of all of the *ICC*'s collective membership and the sport of cricket as a whole.

**Note:** *It is acknowledged that Directors and Committee Members may owe duties to third parties. For example, an individual nominated by a National Cricket Federation for appointment to the ICC Board may also owe duties to that National Cricket Federation (e.g., because he is a director and/or an employee of that National Cricket Federation). However, in such circumstances, the nominee Director owes the same fiduciary duties to the ICC as any other ICC Director. In particular: (a) those duties are owed to the ICC and its members as a whole (and not to any individual stakeholder); and (b) while the Director may take into account the interests of the National Cricket Federation that nominated him where these are consistent with, and advance, the best interests of the ICC's collective membership and the sport as a whole, where those interests conflict, he must, whenever acting as an ICC Director, give priority to, and act in, the interests of the ICC's collective membership and the sport of cricket as a whole. Furthermore, (c) the Director must exercise independent judgment in carrying out his duties as an ICC Director. Accordingly, while the Director may consult his nominator and take its views and interests into account in deciding how to exercise his powers, he cannot accept direction by his nominator as to how to vote.*

2.2.2.3 A *Director*, *Committee Member* or *Staff Member* must not do anything or allow anything to be done that would undermine the duty of care and loyalty

that each *Director, Committee Member* and *Staff Member* owes to the ICC. In particular, he must not use undue influence (e.g., the offer of a future tour by one *National Cricket Federation* to another) or allow himself to be unduly influenced so as to compromise that duty of undivided loyalty.

2.2.3.3 A *Director* must disclose to the *ICC Board* any matter that may reasonably be construed as impacting or potentially impacting upon decision-making at *ICC Board* level (e.g., side-agreements between *National Cricket Federations*, or financial support or loans given by one *National Cricket Federation* to another), and must provide such further information in relation thereto as the *ICC Chairman* may request, so that there is due transparency and its effects are understood.

## 2.2.3 Declaration of interest(s):

2.2.4.1 Where a *Director, Committee Member* or *Staff Member* has or may have an actual, apparent or potential conflict of interest in respect of his duties owed to the ICC, he must disclose the conflict to the *Ethics Officer* without delay (and, where possible, make such disclosure prior to his election or appointment to the position of *Director, Committee Member* or *Staff Member*), or, if such conflict arises during a meeting, he must disclose the conflict to the Chair of the relevant meeting. The declaration shall be in the form annexed at Appendix 2 (as amended by the ICC from time to time). Thereafter, and subject at all times to the power under Article 2.2.4.2 of the *Ethics Officer*, or Chair of the relevant meeting, as applicable, he must:

- a. excuse himself from any discussions relating to the conflict;
- b. abstain from voting (and/or from seeking to influence the vote) on any matter relating to the conflict; and
- c. refrain from taking any other part in the handling of the conflict or of the matter to which the conflict relates.

**Note:** *Circumstances in which such an actual, apparent or potential conflict of interest may arise include (but are not limited to) the following: (a) personal involvement with sponsors, suppliers, contractors, venue-operators, broadcasters or customers of the ICC, IBC or IDI or any Associated Company, including ownership of a material interest in such an entity, acting in any capacity for such an entity, or accepting benefits (e.g., payments, commissions, services or loans) from such an entity; (b) ownership of property affected by ICC action or acquired as a result of confidential information obtained from the ICC; (c) commercial interests that may have an effect on, or be affected by, ICC action; (d) outside employment that may place the Director or Staff Member in a position of conflict in respect of his duties to the ICC; and (e) outside involvement in civic, professional or political organisations that may create the perception of improper and unauthorised divulging of confidential information.*

2.2.4.2 If at any time following the filing of his declaration there occurs any material change in the information contained in the declaration, the *Official* shall file a supplementary declaration describing such changes as soon as reasonably practicable.

2.2.4.3 Where there is an actual, apparent or potential conflict (whether noted by virtue of a formal disclosure or otherwise), the *Ethics Officer* (or the Chair of the relevant meeting, as applicable) shall:

- a. advise all relevant persons of the conflict, including the *Ethics Officer*, if the disclosure is made to the Chair of the relevant meeting;

- b. cause the conflict to be recorded in a centrally-held register (and, where applicable, in the minutes of the relevant meeting);
- c. set appropriate safeguards to seek to manage the actual, apparent or potential conflict; and
- d. have the authority to waive, where considered appropriate, some or all of the requirements of Article 2.2.4.1, provided that any such waiver shall also be recorded in the centrally-held register (and, where applicable, in the minutes of the relevant meeting).

**Note:** *No waiver shall be granted where the Director has a personal financial interest in the outcome of the matter being considered.*

## 2.3 Confidentiality

- 2.3.1 Subject to the provisions of Article 2.3.2, an *Official* must not disclose to any third party (whether for personal gain or otherwise) any information disclosed to him in confidence as a result of his *ICC* activities, save where (1) required by law; or (2) the *ICC* agrees to such disclosure in writing, in advance; or (3) that information is already in the public domain (other than by reason of his breach of this clause).

**Note:** *This duty of confidentiality applies (without limitation) to agendas and accompanying papers for meetings, the content of discussions during meetings, and the minutes of meetings.*

- 2.3.2 Unless otherwise directed by the *ICC Chairman*, in order that the relevant information can be considered by the relevant people within their respective *National Cricket Federation*, *Directors*, *Committee Members* and *NCF Representatives* are entitled to discuss *ICC Board* matters, Committee matters and any other relevant *ICC* matter with representatives of their own *National Cricket Federations* (and, in the case of *Associate Member Directors*, with the *Associate Members* and the *Affiliate Members Representatives* who appointed them) and to distribute *ICC Board* and Committee minutes and papers and other relevant documents to such persons. However, *Directors*, *Committee Members* and *NCF Representatives* must notify such persons that the information is confidential and must use their best endeavours to ensure that the information is not distributed to any third parties who are not part of their respective *National Cricket Federations*.

## 2.4 Integrity (bribery, gifts and hospitality)

### 2.4.1 Bribery:

2.4.1.1 An *Official* must not offer any bribe, payment, commission, gift, donation, kickback, facilitation payment, or other inducement or incentive (whether monetary or otherwise) in order to influence actions or decision-making in relation to any matter involving the *ICC*. He must disclose any request that he receives for such inducement or incentive to the *Ethics Officer* without delay.

2.4.1.2 An *Official* may not accept any bribe, payment, commission, gift, donation, kickback, facilitation payment, or other inducement or incentive (whether monetary or otherwise) that is offered, promised or sent to him to influence his actions or decisions in relation to any matter involving the *ICC* (including, without limitation, in relation to *Events* and *ICC* commercial activities). He must disclose his knowledge of all such matters to the *Ethics Officer* without delay.

## 2.4.2 Gifts and hospitality:

2.4.2.1 The ICC recognises that *National Cricket Federations*, service providers and other stakeholders might from time to time offer gifts and hospitality to *Officials*. An *Official* should never accept benefits of any kind from a third party that compromise (or might reasonably be thought to compromise) his personal judgment or integrity. In this context, perception is as important as reality. The fundamental principle is that no *Official* should do anything that might give the impression that he has been or might be influenced by a gift or hospitality or other consideration to show bias for or against any person or organisation while carrying out official duties for the ICC.

2.4.2.2 In deciding whether a gift or hospitality can be accepted, *Officials* should consider whether it:

2.4.2.2.1 is likely to help business effectiveness;

2.4.2.2.2 places any obligation or perceived obligation on the recipient;

2.4.2.2.3 is frequent, lavish or prolonged;

2.4.2.2.4 is connected with any decision affecting the ICC or the individual offering it;

2.4.2.2.5 can be justified; and

2.4.2.2.6 provides benefits to the ICC that outweigh the risk of possible misperception of hospitality.

2.4.2.3 Without limiting the generality of Article 2.4.1:

2.4.2.3.1 an *Official* must not accept any gift, hospitality or other benefit that is intended or may reasonably be construed as being intended to influence the *Official* to make decisions other than in the best interests of the ICC;

**Note:** Particular care must be taken in relation to gifts offered by suppliers, other commercial partners and interested parties to influence decisions relating to the awarding of ICC commercial contracts, particularly for media rights, events and sponsorship.

2.4.2.3.2 an *Official* may never accept any cash gift;

2.4.2.3.3 an *Official* must not offer or accept any gift, payment or other benefit (whether of a monetary value or otherwise) in circumstances that a reasonable person might consider could bring him, or the sport of cricket, into disrepute; and

2.4.2.3.4 subject always to the foregoing, an *Official* may offer and accept reasonable, proportionate and *bona fide* corporate gifts and hospitality, solely as a mark of respect or friendship, provided that any such gifts or hospitality (or other benefits) that are worth more than US\$100 (or the equivalent in any other currency), must be disclosed to, and recorded and approved by the *Ethics Officer* (or, if not approved by the *Ethics Officer*, withdrawn or returned, as applicable). The declaration shall be in the form annexed at Appendix 3 (as amended by the ICC from time to time).



## 2.5 Match-related integrity

- 2.5.1 The ICC, through the *Anti-Corruption Code*, seeks to prevent corrupt betting practices from undermining the integrity of the sport of cricket. In particular, but without limitation, the following types of offences are prohibited under the *Anti-Corruption Code*:
- 2.5.1.1 Corruption (pursuant to Article 2.1 of the *Anti-Corruption Code*);
  - 2.5.1.2 Betting on *International Matches* or *ICC Events* (pursuant to Article 2.2 of the *Anti-Corruption Code*);
  - 2.5.1.3 Misuse of Inside Information (as such term is defined in the *Anti-Corruption Code*) for betting purposes (pursuant to Article 2.3 of the *Anti-Corruption Code*);
  - 2.5.1.4 Giving or providing to any Participant any gift, payment, hospitality or other benefit either (a) for the purpose of procuring any breach of the *Anti-Corruption Code*, or (b) in circumstances that could bring him/her or the sport of cricket into disrepute (pursuant to Article 2.4.1 of the *Anti-Corruption Code*);
  - 2.5.1.5 Failing to disclose to the ACU full details of:
    - (a) Any gift, payment, hospitality or other benefit that (a) the Participant knew or should have known was given to him/her to procure 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 (pursuant to Article 2.4.2 of the *Anti-Corruption Code*);
    - (b) Any approaches or invitations to engage in conduct that would amount to a breach of the *Anti-Corruption Code* (pursuant to Article 2.4.4 of the *Anti-Corruption Code*); or
    - (c) Any incident, fact or matter that may evidence an offence under the *Anti-Corruption Code* by a third party (pursuant to Article 2.4.5 of the *Anti-Corruption Code*).
  - 2.5.1.6 Failing or refusing, without compelling justification, to cooperate with:
    - (a) Any ACU investigation in relation to possible Corrupt Conduct under the *Anti-Corruption Code* (pursuant to Article 2.4.6 of the *Anti-Corruption Code*); or
    - (b) Any proceedings brought against any Participant under the *Anti-Corruption Code* (pursuant to Article 2.4.8 of the *Anti-Corruption Code*).
  - 2.5.1.7 Obstructing or delaying any investigation that may be carried out by the ACU in relation to possible Corrupt Conduct under the *Anti-Corruption Code* (pursuant to Article 2.4.7 of the *Anti-Corruption Code*); and
  - 2.5.1.8 Soliciting, inducing, enticing, instructing, persuading, encouraging or facilitating any Participant (as such terms are defined in the *Anti-Corruption Code*) to commit any of the above offences.
- 2.5.2 All *Officials* are automatically bound by and are required to comply with all of the provisions of the *Anti-Corruption Code*, and the definition of '*Participant*' contained in the *Anti-Corruption Code* is therefore extended to include all *Officials*. In particular, every *Official*, shall, pursuant to his appointments, be deemed to have agreed:

- 2.5.2.1 not to engage in Corrupt Conduct (as such term is defined in the *Anti-Corruption Code*) in respect of any International Match, wherever it is held and whether or not he/she is personally participating or involved in any way with it;
  - 2.5.2.2 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 himself and his activities, including personal information relating to himself and his activities, to the extent expressly permitted under the terms of the *Anti-Corruption Code*, and shall confirm such agreement in writing upon demand;
  - 2.5.2.3 that it is his personal responsibility to familiarise himself 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;
  - 2.5.2.4 to submit to the authority of the *ICC* (including as this may be delegated to any member of the *ACU*) to adopt, apply, monitor and enforce the *Anti-Corruption Code*;
  - 2.5.2.5 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*;
  - 2.5.2.6 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
  - 2.5.2.7 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*.
- 2.5.3 For the avoidance of any doubt, neither the *Ethics Officer*, the *Ethics Disciplinary Committee* nor the *Ethics Tribunal* shall have any power, authority or jurisdiction over any *Official* in relation to any alleged act of misconduct which falls within the ambit of the *Anti-Corruption Code*.

## 2.6 Relationships with *Betting Organisations*

- 2.6.1 An *Official* may not have a business association (whether direct or indirect) or enter into any business arrangement (whether formal or informal) with any *Betting Organisation* that involves the payment of any monies to or by, or the conferring of any benefit(s) or advantage(s) upon or by, the *Official*, either directly or indirectly, as a result of such association or arrangement unless such association or arrangement is disclosed to, and recorded and approved by, the *Ethics Officer*.

**Note:** *The Ethics Officer in exercising his discretion as to whether to agree to an association or arrangement with a Betting Organisation will take into account any matter he determines to be appropriate including, but not limited to, whether that Betting Organisation is involved in the sport of cricket and whether that Betting Organisation has any policies in place that prohibit officers and employees of that Betting Organisation from placing any bets within the organisation. His approval will be dependent upon the nature of the particular association, and the circumstances of the business of the Betting Organisation. An Official will not be in breach of the Code of Ethics if he is employed by, or has a business association with, a parent company which has a betting business as a subsidiary company (or betting is a business interest of any subsidiary company), provided that he can show that he has no direct involvement with the subsidiary and that he derives*

*no direct or indirect benefit from the subsidiary unless that parent company's business also involves betting.*

- 2.6.2 It is not permitted, and an *Official* shall be in breach of this Code if, any member of the *Official's* immediate family (being a spouse, parent, sibling, son or daughter, or son or daughter-in-law) has a controlling interest in a *Betting Organisation*, a substantial relationship with a *Betting Organisation*, or is employed in the day-to-day operational control of a *Betting Organisation*.

## **2.7 General provisions:**

- 2.7.1 An *Official's* agreement or attempt to commit any conduct that would if completed have amounted to a breach of the *Code of Ethics* shall be treated as if it had been completed and had resulted in a breach of the *Code of Ethics*, unless the *Official* renounced the agreement or attempt prior to it being discovered by a third party not involved in the agreement or attempt.
- 2.7.2 An *Official* who authorises, causes, knowingly assists, encourages, aids, abets, covers up or is otherwise complicit in any breach of the *Code of Ethics* by another *Official* will be treated as having committed such breach himself.

## **ARTICLE 3: ENFORCEMENT**

### **3.1 Ethical Risk Assessment**

- 3.1.1 The Audit Committee shall, at least once every two years, commission an ethical risk assessment to be carried out on its behalf in order to identify those commercial arrangements and individuals that are most susceptible to inappropriate influence in the ICC's decision making process. The Audit Committee, together with the *Ethics Officer*, shall consider the results of the ethical risk assessment together and determine whether any revisions need to be made to this *Code of Ethics* or any other ICC policy, protocol or document.

### **3.2 The Ethics Officer**

- 3.2.1 The *ICC Board* will appoint a person with appropriate skills, experience and standing to act as the *Ethics Officer* under this *Code of Ethics*. The *Ethics Officer* will be appointed for a term of at least three (3) years (which may be renewed), will act independently of the *ICC*, and may not be removed from the post other than for gross misconduct.
- 3.2.2 The *Ethics Officer* will report directly to the *ICC Board* and will attend at least one *ICC Board* meeting per year for that purpose.
- 3.2.3 The *Ethics Officer* will exercise all of the powers and carry out all of the functions ascribed to the *Ethics Officer* under this *Code of Ethics*. Without limitation:
- 3.2.3.1 He will be responsible (supported, as necessary, by the *ICC's* legal department) for developing risk-based policies and procedures to support the *Code of Ethics* (including training and communications), for advising *Officials* on the proper interpretation and application of the *Code of Ethics*, and for the reporting and monitoring of compliance with the *Code of Ethics*.
- 3.2.3.2 Any allegation or suspicion of a breach of the *Code of Ethics*, whatever its source, shall be referred to the *Ethics Officer*. Whether acting of his own accord or on referral by any third party, the *Ethics Officer* will be responsible (supported, as necessary, by the *ICC's* Legal Department) for conducting investigations into the activities of any *Official* that he believes may have

committed an offence under this *Code of Ethics*. 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 *Officials* and *National Cricket Federations* must cooperate fully with such investigations and a failure to do so may be treated as a breach of this Article 3.2.3.2. Where the *Ethics Officer* determines that there is a case to answer, he shall be responsible for pursuing that case administratively (in accordance with Article 3.2.4), or before the *Ethics Disciplinary Committee* or the *Ethics Tribunal* (as applicable).

3.2.3.3 Where the *Ethics Officer* believes the circumstances so warrant, he may require, by way of a written demand to any *Official* (a **Demand**), the *Official* to provide him with any information that is reasonably related to a potential breach of this *Code of Ethics*, including (without limitation) (a) copies of, or access to, all documents, electronic files and/or other records relating to the alleged breach (such as itemised telephone records, bank statements, Internet search records, computers, hard drives and other electronic information storage devices); (b) a written statement setting out in detail all of the facts and circumstances of which the *Official* is aware in relation to the potential breach; and/or attendance of such *Official* at an interview. Once any such Demand has been issued, and subject to any applicable principles of national law, the *Official* shall cooperate fully with such Demand, including by furnishing such information within such reasonable period of time as may be determined by the *Ethics Officer*. Where appropriate, the *Official* may seek an extension of such deadline by providing the *Ethics Officer* 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 *Ethics Officer*, acting reasonably at all times. Any interview shall be at a time and place to be determined by the *Ethics Officer* and the *Official* shall be given reasonable notice in writing of the requirement to attend. Interviews may be recorded and/or transcribed and the *Official* shall be entitled to have legal counsel and an interpreter present. The *Ethics Officer* will use such information only for purposes of enforcement of this *Code of Ethics* and will keep it strictly confidential, save to the extent disclosure is necessary for such enforcement, is expressly permitted under this *Code of Ethics*, or is required by law.

**Note:** For the avoidance of doubt, the *Ethics Officer* shall be entitled to issue a Demand whenever he considers it necessary including, without limitation, during his initial investigation of an alleged or suspected breach of the *Code of Ethics*, or at any point after a Notice of Charge has been issued. All *Officials* shall be under an on-going duty to cooperate fully with any Demands issued by the *Ethics Officer*.

3.2.3.4 If the *Ethics Officer* believes that the incident(s) in question could involve a criminal offence, he may report it to the appropriate authorities. He may then conduct his own investigation in conjunction with those authorities, and/or he may share information obtained in such investigation with them. He shall have discretion, where he deems it appropriate, to stay his own investigation pending the outcome of investigations being conducted by other relevant authorities.

3.2.3.5 Each *Official* shall be deemed to have agreed, for the purposes of applicable data protection laws and other laws, for the purposes of a waiver or rights to confidentiality and/or privacy, and for all other purposes, to have consented to the collection, processing, disclosure or any other use authorised under this *Code of Ethics* of information relating to his activities (including but not limited to telephone records, bank statements, internet service records and other personal information). He shall confirm such agreement in writing upon request.

- 3.2.4 Where the *Ethics Officer* considers an alleged breach of the *Code of Ethics* to be minor in nature, and capable of being adequately addressed by a warning and/or reprimand, and the allegation of breach and proposed sanction are not contested by the *Official* in question, the *Ethics Officer* may dispose of the matter by way of agreed outcome, which may be made public.

### **3.3 The *Ethics Disciplinary Committee***

- 3.3.1 Where the *Ethics Officer* considers an alleged breach of the *Code of Ethics* by a *Staff Member* to be minor in nature, and capable of being dealt with by a warning and/or reprimand, but the *Staff Member* in question disputes his assessment, the *Ethics Officer* will refer the matter to the *Ethics Disciplinary Committee*, which shall normally be comprised of the *Chief Executive*, the *ICC Chairman* and the Chair of the Audit Committee (or such other individual(s) as the *ICC Chairman* may decide in his absolute discretion), and which shall hear and determine the matter (to be presented to it by the *Ethics Officer*) in accordance with such fair and proper process as may be determined by the chair of the *Ethics Disciplinary Committee*. If the *Ethics Disciplinary Committee* decides that a greater sanction than a warning and/or reprimand is warranted, it shall refer the matter to the *Ethics Tribunal* for determination in accordance with Article 3.4.
- 3.3.2 Final decisions of the *Ethics Disciplinary Committee* may be appealed to the *Ethics Tribunal*, by the relevant *Staff Member* who was the subject of the decision or by the *Ethics Officer*. The *Ethics Tribunal* shall hear the matter *de novo* in accordance with a procedure that respects due process. There shall be no further appeal from the decision of the *Ethics Tribunal* on such matter.

### **3.4 The *Ethics Tribunal***

- 3.4.1 Any allegation of breach of the *Code of Ethics* and/or any determination of sanction for such breach that cannot be resolved in accordance with Article 3.2.4 or 3.3, shall be referred by the *Ethics Officer* (or the *Ethics Disciplinary Committee* where, in accordance with Article 3.3.1, the *Ethics Disciplinary Committee* determines that a greater sanction than a warning and/or a reprimand is required in respect of the alleged breach) to the Chairman of the Code of Conduct Commission, who will appoint three members of the Code of Conduct Commission (which may include the Chairman) to sit as the *Ethics Tribunal* to hear and determine the matter. One member of the *Ethics Tribunal*, who will be a lawyer, will sit as the Chairman of the *Ethics Tribunal*. The appointed members will be independent of the parties and must not have had any prior involvement in the case. The *ICC* may provide reasonable compensation and reimbursement of expenses to such members in respect of their work on the *Ethics Tribunal*.
- 3.4.2 The burden will be on the *Ethics Officer* to prove the breach(es) alleged to the comfortable satisfaction of the *Ethics Tribunal*, bearing in mind the seriousness of the allegation that is being made. This standard of proof in all cases will be determined on a sliding scale from, at a minimum, a mere balance of probability (for the least serious breaches) up to proof beyond a reasonable doubt (for the most serious breaches).
- 3.4.3 The procedures to be followed in proceedings before the *Ethics Tribunal* under this *Code of Ethics* are set out in Appendix 4.

### **3.5 The CAS**

- 3.5.1 Save as set out in Article 3.3.2, final decisions of the *Ethics Tribunal* may be appealed by any party to the proceedings in question solely to the CAS, which will resolve the dispute definitively in accordance with the CAS Code of Sports-Related

Arbitration, save that the appeal will only take the form of a *de novo* hearing where required in order to do justice (for example to cure procedural errors at the hearing of first instance). In all other cases, the appeal will not take the form of a *de novo* hearing but will be limited to consideration of whether the decision being appealed was erroneous.

- 3.5.2 The appeal must be filed with the CAS in writing within twenty-one days (21) days of the party's receipt of the written, reasoned decision in question.
- 3.5.3 Pending the resolution of the appeal by the CAS, the decision being appealed shall remain in full force and effect unless the CAS orders otherwise.
- 3.5.4 The appeal proceedings shall be conducted in English and English law shall apply.
- 3.5.5 Decisions of the CAS on the appeal shall be final and binding and may not be challenged in any forum or on any grounds except as set out in Chapter 12 of Switzerland's Federal Code on Private International Law.

### **3.6 General Provisions**

- 3.6.1 Any costs incurred by the *Ethics Officer*, the *Ethics Disciplinary Committee* and/or the *Ethics Tribunal* in the execution of his/its duties and responsibilities under the terms of this *Code of Ethics* shall, subject to any final award of costs issued by the *Ethics Tribunal* pursuant to Article A15 of Appendix 3 or the CAS, be borne by the ICC.

## **ARTICLE 4: SANCTIONS FOR BREACH**

- 4.1 Any one or more of the following sanctions may be imposed for a proven breach of the *Code of Ethics*:
  - 4.1.1 a warning as to future conduct (i.e., a reminder of the substance of the provision of the *Code of Ethics* that has been infringed, together with a threat of sanction in the event of further infringement);
  - 4.1.2 a reprimand (i.e., an official written pronouncement of disapproval);
  - 4.1.3 a fine (of an unlimited amount) and/or an order of reimbursement or restitution;
  - 4.1.4 forfeiture of any individual awards or benefits (whether financial or otherwise) received as a consequence of the conduct that gave rise to the offence or is related thereto;
  - 4.1.5 removal from office;
  - 4.1.6 suspension from carrying out activities on behalf of the ICC for a specified period; and/or
  - 4.1.7 such other sanction(s) as may be deemed appropriate.
- 4.2 The sanction(s) to be imposed in a particular case shall be determined by reference to all of the relevant circumstances of that case, including an assessment of the seriousness of the breach, and any mitigating or aggravating factors that may be present (including the *Official's* prior record).
- 4.3 The *Official* may seek mitigation of sanction on the basis that he has provided *Substantial Assistance* to the ICC (provided that the extent of the mitigation will depend mainly on the extent to which the *Substantial Assistance* enabled the ICC or other relevant authority to establish other breaches of this *Code of Ethics*).

- 4.4 Where deemed appropriate, the implementation of all or part of any sanction(s) imposed may be suspended for so long as specified conditions are satisfied.

#### **ARTICLE 5: REINSTATEMENT**

- 5.1 An *Official* who is serving a period of suspension for breach of this *Code of Ethics* may apply to the *Ethics Officer* for early reinstatement of his eligibility on the basis of new mitigating circumstances, such as his provision of *Substantial Assistance* after the decision imposing the original period of suspension. The *Ethics Officer* shall consider such an application and make appropriate recommendations to the *ICC Board* as to whether or not to grant such early reinstatement.
- 5.2 In any event, even if his period of suspension has expired, an *Official* may not participate in any manner or capacity in any *ICC Event* (or otherwise act as or have any dealings with the *ICC* as an *Official*) until he has paid in full and fine and/or costs that he is ordered to pay under this *Code of Ethics* unless the *ICC* (in its absolute discretion) waives such amounts or agrees (and the *Official* complies with the terms of) an instalment plan for the payment of such amounts.

#### **ARTICLE 6: MUTUAL RECOGNITION**

- 6.1 Provisional suspensions imposed by the *Ethics Officer* and decisions made by the *Ethics Officer*, the *Ethics Disciplinary Committee*, the *Ethics Tribunal* and the *CAS* will be applicable worldwide and must be recognised, respected and given effect by the *ICC* and all *National Cricket Federations* within their jurisdictions automatically upon receipt of notice of the same, without the need for any further formality.
- 6.2 It shall be a condition of membership of the *ICC* that all *National Cricket Federations* shall comply with this *Code of Ethics*.

#### **ARTICLE 7: INTERPRETATION**

- 7.1 The headings used in this *Code of Ethics* are for the purpose of guidance only. They do not affect the meaning of the *Code of Ethics*.
- 7.2 The commentary notes annotating Articles in this *Code of Ethics* are to be used in the interpretation and application of this *Code of Ethics*.
- 7.3 Any deviation from any provision of this *Code of Ethics* and/or any irregularity, omission, technicality or other defect in the procedures followed hereunder will not invalidate any finding, procedure or decision unless it is shown to have rendered the proceedings unreliable or to have caused a miscarriage of justice.
- 7.4 Any lacuna in this *Code of Ethics* shall be filled, and any unforeseen circumstances arising in relation to the *Code of Ethics* shall be addressed by reference to, and in a manner consistent with, the objectives underlying the *Code of Ethics*.
- 7.5 If part of this *Code of Ethics* is ruled to be invalid, unenforceable or illegal for any reason, that part will be deemed deleted, and the rest of the *Code of Ethics* will remain in full force and effect.
- 7.6 This *Code of Ethics* is governed by English law. If any dispute arises that relates in any way to the interpretation or application of this *Code of Ethics* the *Ethics Tribunal* shall have

exclusive jurisdiction to resolve it, save that where a dispute arises at a time where an *Ethics Tribunal* has not been convened, the ICC's *Dispute Resolution Committee* shall have exclusive jurisdiction to resolve it.



## APPENDIX 1: DEFINITIONS

**ACU.** See *Anti-Corruption Unit*.

**Affiliate Member.** Any *National Cricket Federation* with affiliate member status of the *ICC*.

**Affiliate Members' Representatives.** The five representatives of the *Affiliate Members* notified to the *ICC Board* in accordance with the *ICC Memorandum and Articles*.

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

**Anti-Corruption Tribunal.** A panel of three persons appointed to perform the functions assigned to the *Anti-Corruption Tribunal* under the *Anti-Corruption Code*.

**Anti-Corruption Code.** The *ICC's* *Anti-Corruption Code for Participants*, as amended from time to time.

**Associate Member Directors.** The three individuals appointed as members of the *ICC Board* by the *Associate Members* and the *Affiliate Members' Representatives* pursuant to the terms of Article 4.2 of the *ICC Memorandum and Articles*.

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

**Associated Company.** Any affiliate or subsidiary company of the *ICC*, *IBC* and/or *IDI*.

**Betting Organisation.** Any person or company or other undertaking (a) that promotes, brokers, arranges or conducts any form of *Betting* activity in relation to *International Matches* or *ICC Events* or that has interests in *Betting* on the outcome of any sporting event anywhere in the world; or (b) that is, in the opinion of the *Executive Board*, perceived as being connected in any way with *Betting* of any kind.

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

**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 under the *ICC Code of Conduct for Players' and Player Support Personnel*.

**Code of Ethics.** This *Code of Ethics*, as amended from time to time.

**Committee Member.** As defined in Article 1.2.1.2.

**Director.** As defined in Article 1.2.1.1.

**Dispute Resolution Committee.** The Committee of the *ICC* currently known as the "Dispute Resolution Committee".

**Effective Date.** As defined in Article 1.1.2.

**Ethics Disciplinary Committee.** The committee established pursuant to Article 3.3.

**Ethics Officer.** The person appointed by the *ICC* pursuant to Article 3.2.

**Ethics Tribunal.** The tribunal appointed by the Chairman of the Code of Conduct Commission pursuant to Article 3.4.

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

**Full Member Director.** An individual appointed as a member of the *ICC Member* by a *Full Member* pursuant to the terms of Article 4.1 of the *ICC Memorandum and Articles*.

**IBC.** ICC Business Corporation FZ-LLC.

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

**ICC Board.** The board of directors of the International Cricket Council.

**ICC Chairman.** The person appointed by the *ICC* from time to time to act in that role, or any person appointed to act as his designee at that time.

**ICC Chief Executive.** The person appointed by the *ICC* from time to time to act in that role, or any person appointed to act as his his designee at that time.

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

**ICC Event.** Each or any of the following: (a) the *ICC Cricket World Cup*; (b) the *ICC World Twenty20*; (c) the *ICC Champions Trophy*; (d) the *ICC World Cricket League Championship and Divisions 2-6* (inclusive), together with any regional qualifying events thereto; (e) the *ICC Women's Cricket World Cup*; (f) the *ICC Women's World Twenty20*; (g) the *ICC Under 19 Cricket World Cup*; (h) the *ICC World Cup Qualifying Tournament*; (i) the *ICC Women's Cricket World Cup Qualifying Tournament*, together with any regional qualifying events thereto; (j) the *ICC World Twenty20 Qualifying Tournament*; (k) the *ICC Under 19 Cricket World Cup Qualifying Tournament*, together with any regional qualifying events thereto; (l) the *ICC Intercontinental Cup*; and (m) any other event organised or sanctioned by the *ICC* from time to time to which the *ICC* deems it appropriate that the *Code of Ethics* should apply.

**IDI.** ICC (Development) International Limited.

**International Match.** Each or any 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 *Code of Ethics* 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.

**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).

**NCF Representative.** As defined in Article 1.2.1.4.

**Official.** As defined in Article 1.2.1.

**One Day International Match.** As defined in Section 33 (*ICC Classification of Official Cricket*) of the *ICC's* Operating Manual (as amended from time to time).

**Provisional Hearing.** For the purposes of paragraph A2 of Appendix 2, an expedited abbreviated hearing occurring prior to a hearing under Article 3.4 that provides the *Official* with notice and an opportunity to be heard either in written or oral form.

**Provisional Suspension.** A temporary ban on the *Official* from carrying out any activity on behalf of the *ICC* and/or any *National Cricket Federation* pending a decision on the allegation that he/she has committed an offence under this *Code of Ethics*.

**Staff Member.** As defined in Article 1.2.1.3.

**Substantial Assistance.** To qualify as Substantial Assistance for the purposes of Article 4.3, an *Official* must: (a) fully disclose to the *ICC* (or the *Ethics Officer*) all truthful, accurate and complete information of which the *Official* has knowledge in relation to potential breaches of this *Code of Ethics*; and (b) provide full cooperation with the investigation and adjudication (whether by the *ICC/Ethics Officer* or by any other body, including a criminal or regulatory body) of any case related to that information, including (without limitation) by presenting truthful testimony at a hearing if requested to do so.

**Test Match.** As defined in Section 33 (*ICC Classification of Official Cricket*) of the *ICC's Operating Manual* (as amended from time to time).

**Twenty20 International Match.** As defined in Section 33 (*ICC Classification of Official Cricket*) of the *ICC's Operating Manual* (as amended from time to time).

**APPENDIX 2: CONFLICT OF INTEREST DECLARATION FORM**

**DECLARATION**

I the undersigned **DECLARE** as follows:

1. I have read, understood and agree to be bound by and comply with the ICC Code of Ethics.
2. I **do not** have **nor do I presently anticipate having** any conflict of interest, actual, apparent or potential, other than as set out in this declaration.
3. I agree to make immediate disclosure of any material change to the declaration contained in this declaration.
4. I agree to make immediate disclosure of any additional actual, apparent or potential conflict of interest which arises subsequent to the preparation of this declaration by way of a separate declaration.
5. I agree to be bound by any decisions taken by relevant authorities under the ICC Code of Ethics.

Name (print in full): .....

Address: .....  
.....  
.....

Position: .....

Details of conflict .....

Of interest (actual or .....

Potential) .....  
.....  
.....  
.....  
.....

Date: .....

Signature: .....

**APPENDIX 3: GIFT/HOSPITALITY DECLARATION FORM**

**(Authorisation / Accepted / Declined)**

Name of recipient	
Name of ultimate recipient (i.e. if gift or hospitality passed on to someone else)	
Date of offer of gift or hospitality	
Details of gift or hospitality provided	
Estimated cost of gift or hospitality provided	
Who made the offer including name and company they work for	
Relationship of donor to ICC	
Why was the offer made	
Is there a current/potential contract with the donor? If yes, provide details	
Has donor ever given a gift or hospitality to the recipient before? If yes, provide details.	
Signature of recipient	Signed:  Date:

#### APPENDIX 4: PROCEEDINGS BEFORE THE *ETHICS TRIBUNAL*

- A1. Where the *Ethics Officer* determines that an *Official* has a case to answer for a breach of the *Code of Ethics*, he will send the *Official* written notice of the following (the **Notice of Charge**): (i) that the *Official* is alleged to have breached the *Code of Ethics*; (ii) the specific provision(s) of the *Code of Ethics* that he is alleged to have breached; (iii) a summary of the alleged acts or omissions relied upon in support of the charge; (iv) (where applicable) the matters relating to *Provisional Suspension* specified at Article A2; and (v) the matters relating to responding to a *Notice of Charge* specified in Article A3. If the *Official* is affiliated to a *National Cricket Federation*, a copy of the *Notice of Charge* shall be sent to the CEO of that *National Cricket Federation*.
- A2. Provisional Suspension
- A2.1 Where a Notice of Charge is issued to an *Official*, the *Ethics Officer* may, in circumstances where he considers that the integrity of the sport could otherwise be seriously undermined, *Provisionally Suspend* the *Official* pending the *Ethics Tribunal's* determination of whether he has committed a breach of the *Code of Ethics*.
- A2.2 Where a *Provisional Suspension* is imposed, the *Official* 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. At any such *Provisional Hearing*, the only grounds of challenge (which the *Official* shall bear the burden of establishing) will be the following:
- A2.2.1 the charge(s) has/have no reasonable prospect of being upheld, e.g., because of a patent flaw in the case against him; or
- A2.2.2 some other facts exist that make it clearly unfair, in all of the circumstances, to impose a *Provisional Suspension* prior to a full hearing on the merits of the charge(s) against the *Official*. This ground is to be construed narrowly, and applied only in exceptional circumstances.
- A2.3 The Chairman of the Code of Conduct Commission shall have the discretion to determine the appropriate procedure to be followed at any such *Provisional Hearing*, provided that the *Official* is afforded a fair and reasonable opportunity to present evidence, address the Chairman and present his case.
- A2.4 During the period of any *Provisional Suspension*, an *Official* may not carry out any activity on behalf of, or relating to, the ICC and/or any *National Cricket Federation*.
- A3. The *Official* must respond to the *Notice of Charge* in writing to the *Ethics Officer* within fourteen (14) days of the date of the *Notice of Charge* (or by such extended deadline as the *Ethics Officer* agrees) stating whether he disputes the charge(s) against him, and on what basis (in summary), and requesting a hearing before the *Ethics Tribunal* to have the charge and (if appropriate) any sanction(s) determined. If the *Official* fails to file such written response by that deadline, then he will be deemed to have waived his entitlement to have a hearing on, or make written submissions and/or adduce evidence in relation to, the charge before an *Ethics Tribunal* and such *Ethics Tribunal* will be entitled to consider the matter without affording any further opportunity to the *Official* to make written submissions and/or adduce evidence.
- A4. Where the *Official* requests a hearing, the Chairman of the Code of Conduct Commission will appoint an *Ethics Tribunal* in accordance with Article 3.4 to hear and determine the matter. If, because of a legitimate objection or for any other reason, a member of the *Ethics Tribunal* is or becomes unwilling or unable to hear the case, the Chairman of the Code of Conduct Commission may, at his absolute discretion: (a) appoint a replacement member of the *Ethics Tribunal* from the Code of Conduct Commission; or (b) authorise the remaining members to hear the case on their own.

- A5. The Chairman of the *Ethics Tribunal* may issue directions for the matter to be prepared for hearing. Where he considers it appropriate he may convene a preliminary hearing with the parties (being the Official and the Ethics Officer) and/or their legal representatives (if any) by telephone conference call to discuss such directions and/or to resolve any other issues that need to be resolved prior to the hearing date. In particular (but without limitation), the Chairman may (a) determine the date(s) upon which the full hearing will be held; (b) establish dates reasonably in advance of the date of the full hearing by which (i) the *Ethics Officer* must submit an opening brief with argument on all issues that he wishes to raise at the hearing, accompanied by copies of all witness statements and documentary evidence on which he intends to rely at the hearing; (ii) the *Official* must submit an answering brief, addressing the *Ethics Officer's* arguments and setting out argument on the issues that he wishes to raise at the hearing, accompanied by copies of all witness statements and documentary evidence on which he intends to rely at the hearing; and (iii) the *Ethics Officer* may (at his discretion) submit a reply brief, responding to the answer brief of the *Official* and providing any rebuttal witness statements on which he intends to rely at the hearing; and (c) make such order as the Chairman deems appropriate in relation to the production of relevant documents and/or other materials between the parties.
- A6. The *Official* must raise at the earliest opportunity any legitimate objection that he may have to any of the members of the *Ethics Tribunal* convened to hear his case. Failure to do so will constitute a waiver of the *Official's* right to object. If an objection is made, the Chairman of the *Ethics Tribunal* (or, if the objection relates to the Chairman, the Chairman of the Code of Conduct Commission) will rule on its legitimacy.
- A7. Subject to the discretion of the Chairman of the *Ethics Tribunal* to order otherwise for good cause shown by either party, or unless otherwise agreed between the parties, the full hearing will: (a) take place at the ICC's headquarters in Dubai, United Arab Emirates; and (b) be conducted on a confidential basis. Each party has the right to be present and to be heard at the hearing and (at his or its own expense) to be represented at the hearing by legal counsel of his own choosing. The procedure followed at the hearing will be at the discretion of the Chairman of the *Ethics Tribunal*, provided that the hearing must be conducted in a manner which offers both the *Ethics Officer* and the *Official* a fair and reasonable opportunity to present their respective cases and to respond to the other party's case, including the right to call and to challenge evidence (including the right to call and to question witnesses by telephone or video-conference where necessary).
- A8. Save where the Chairman orders otherwise for good cause shown by either party, the hearing will be in English, and certified English translations must be submitted of any non-English documents put before the *Ethics Tribunal*. The cost of the translation will be borne by the party offering the document(s).
- A9. If required by the Chairman, the ICC will make arrangements to have the hearing recorded or transcribed (save for the private deliberations of the *Ethics Tribunal*). If requested by the *Official*, the ICC will also arrange for an interpreter to attend the hearing. The costs of transcription and interpretation will be paid by the ICC, subject to any costs-shifting order that the *Ethics Tribunal* may make in accordance with Article A15.
- A10. Where there is compelling justification for the non-attendance by any party or representative at the hearing, then such party or representative will be given the opportunity to participate in the hearing by telephone or video conference (if available). Without prejudice to Article A13.2, the *Official* may choose not to appear in person at the hearing, but instead provide a written submission for consideration by the *Ethics Tribunal*, in which case the *Ethics Tribunal* will consider the submission in its deliberations. However, the non-attendance of the *Official* or his representative at the hearing, after proper notice of the hearing has been provided, will not prevent the *Ethics Tribunal* from proceeding with the hearing in his absence, whether or not any written submissions are made on his behalf.

- A11. For the avoidance of doubt, where two or more *Officials* are alleged to have committed breaches of the *Code of Ethics*, their cases may be consolidated for hearing where the proceedings arise out of the same incident(s) or set of facts, or where there is a clear link between them.
- A12. The standard of proof in all cases brought under this *Code of Ethics* shall be whether the *Ethics Tribunal* is comfortably satisfied, bearing in mind the seriousness of the allegation that is made, that the alleged offence has been committed. The 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 reasonable doubt (for the most serious offences).
- A13. The *Ethics Tribunal* will not be bound by judicial rules governing the admissibility of evidence. Instead, facts relating to a breach of the *Code of Ethics* may be established by any reliable means, including admissions. The following rules of proof will be applicable at the hearing:
- A13.1 The *Ethics Tribunal* will 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 *Official* to whom the decision pertained of those facts, unless the *Official* establishes that the decision violated principles of natural justice.
- A13.2 The *Ethics Tribunal* may draw an inference adverse to the *Official* based on his refusal, without compelling justification, after a request made a reasonable time in advance of the hearing, to appear at the hearing (either in person or telephonically as directed by the *Ethics Tribunal*) and/or to answer any relevant questions.
- A14. Where it determines that a breach of the *Code of Ethics* has been committed, the *Ethics Tribunal* will also decide what sanction(s), if any, should be imposed, in accordance with Article 4.
- A15. The *Ethics Tribunal* also has the power to make a costs order against any party in respect of the costs of convening the *Ethics 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 does not exercise that power, the *ICC* will pay the costs of convening the *Ethics Tribunal* and of staging the hearing, and each party will bear its own costs (legal, expert, travel, accommodation or otherwise).
- A16. In exercising its discretion to award costs in cases where a breach of this *Code of Ethics* has not been proven, the *Ethics Tribunal* should have regard to the *ICC*'s regulatory function and its obligation, through the auspices of the *Ethics Officer*, to bring or defend proceedings for the good of the sport of cricket.
- A17. Where a fine and/or costs award is imposed against an *Official*, then such fine and/or costs award must be paid: (a) by the *Official* (and not, unless the *ICC* agrees, by any 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 *Official*, on the grounds of financial hardship, to make the payment of such fines and/or costs over a prolonged period of time.
- A18. Subject only to the rights of appeal set out in Article 3.5, the *Ethics Tribunal's* decision will be the full, final and complete disposition of the matter and will be binding on all parties. The *Ethics Tribunal* will announce its decision to the parties in writing as soon as reasonably practicable after the conclusion of the hearing. That written decision will set out: (a) with reasons, the *Ethics Tribunal's* findings as to whether any breach of the *Code of Ethics* has been committed; (b) with reasons, the *Ethics Tribunal's* findings as to what sanctions, if any, are to be imposed; and (c) the rights of appeal against its decision under Article 3.5.



- A19. Neither the *ICC* nor any *National Cricket Federation* shall publicly identify any *Official* who is charged with having breached the *Code of Ethics* unless and until he has admitted the charge and accepted the specified sanction, or the *Ethics Tribunal* has upheld the charge. Where the *Ethics Tribunal* upholds a charge, its written decision may be published. If the *Ethics Tribunal* exonerates the *Official*, then its decision may only be publicly reported with the consent of the *Official*.