

TERMS OF REFERENCE

MEDICAL ADVISORY COMMITTEE

Capitalised terms referred to in the following Terms of Reference are defined herein.

1. REMIT AND RESPONSIBILITY

1.1 The Medical Advisory Committee (the “**Committee**”) has been established by the ICC Board, in accordance with Article 5.2 of the Amended and Restated Memorandum and Articles of Association of ICC, to act in furtherance of the objects of ICC (“**ICC**”), which include administering, developing, co-ordinating, regulating and promoting the game of cricket worldwide in cooperation with its member countries.

1.2 The Committee shall assist and advise the ICC Chief Executives Committee on medical and sports science issues relating to international cricket, including but not limited to the following:

- (a) to consider sports medicine and sports science issues affecting international cricket (including work undertaken in this area at the Member Board level) and formulate recommendations to the ICC Chief Executives Committee;
- (b) to provide direction on, and to review, ICC policies, guidelines, rules and regulations on medical, health and sports science topics;
- (c) to consider medical issues raised by ICC Members and advise appropriate actions;
- (d) to consider issues affecting the health and safety of players and match officials in international cricket and to formulate recommendations to the ICC Chief Executives Committee;
- (e) to evaluate event medical plans that are submitted by the Host countries of ICC Events and to provide feedback to ICC event staff on the appropriateness of the plans; and
- (f) to recommend and liaise with expert external consultants contracted by the ICC to develop resources or to carry out approved research on sports science and sports medicine issues relevant to international cricket.

(together, the Committee’s “**Areas of Activity**”).

1.3 In the discharge of its remit and responsibilities in the Areas of Activity, the Committee shall have the authority to request from the ICC or any ICC Member (or any individual and/or third party as may be affiliated to or in any way connected with the ICC or any ICC Member) information that it considers to be reasonably necessary for the proper discharge of its duties under these Terms of Reference;

1.4 Except in relation to the management and implementation of pre-approved projects and activities, the Committee shall have no autonomous decision-making powers and shall act as an advisory committee to the ICC Chief Executives Committee.

2. MEMBERSHIP

2.1 The membership of the Committee shall consist of the following:

- (a) a Chairperson, who shall be an eminent medical practitioner with experience in sports medicine;

- (b) two additional Committee members with expertise across different disciplines of sports medicine and sports science.
 - (c) two representatives of the Member Boards appointed by the ICC Chief Executives Committee (the “Member Representatives”) whose role shall be to represent the collective interests of all Member Board medical officers (or equivalent).
- 2.2 The Committee members, including its Chairperson, shall be appointed by the ICC Chief Executives Committee upon the recommendation of the ICC’s Chief Executive (in consultation with the ICC’s General Manager – Cricket), and ratified by the ICC Board. The procedure for appointing the Member Representatives listed in paragraph 2.1(c) above shall be as follows:
- 2.2.1 The ICC Medical Manager shall contact each Full Member Chief Executive Officer and request that they nominate, by e-mail, up to two representatives for appointment to the Committee, within a specified deadline. It is recommended that nominees be a current chief medical officer or the equivalent of a Full Member country.
 - 2.2.2 The ICC Medical Manager shall collate all nominations received within the deadline and distribute this list to the Full Member Chief Executive Officers with a request that they vote for their top two candidates from the collated list within a specified deadline, indicating which is their first and second choice candidate. All votes should be sent to the ICC Medical Manager via e-mail.
 - 2.2.3 The two candidates who receive the highest number of votes shall become the appointed Member Representatives for the purpose of paragraph 2.1(c), subject to the approval of the ICC Chief Executives Committee. For the purposes of calculating the results of the vote, each first choice nomination shall equate to two votes, while each second choice nomination shall equate to one vote.
 - 2.2.4 In the event of a tie for either the highest number of votes, or the second highest number of votes, the nominee with the highest first choice votes will be appointed to the Committee, subject to the approval of the ICC Chief Executives Committee.
 - 2.2.5 For the avoidance of doubt, in circumstances where a Full Member Chief Executive Officer fails to submit his/her nomination or vote within the specified deadline, he/she shall lose the right to participate in the election process. Further, the Full Member Chief Executive Officers shall not be permitted to change their nominations and/or vote once it has been submitted or cast in any circumstances.
- 2.3 The Member Representatives, whose appointments shall be ratified by the ICC Board, shall serve a two year term and shall be eligible for reappointment at the end of that term, should he/she/they be appointed by the ICC Chief Executives Committee in accordance with the process detailed above.
- 2.4 The ICC will review the remaining membership of the Committee every two years to ensure that its composition is fit for purpose. The ICC Chairperson and the ICC Chief Executive shall automatically be *ex-officio* members of the Committee.
- 2.5 None of the members of the Committee will be entitled to appoint an alternate, proxy or nominee to act on their behalf.
- 2.6 A Committee member will cease to be a member of the Committee in the following circumstances:

- (a) such individual resigns his/her appointment by providing notice in writing to the ICC Chief Executive;
- (b) where the ICC Board considers, in its absolute discretion and for whatever reason, that it is no longer appropriate for such individual to be a member of the Committee;
- (c) where he or she is convicted of a criminal offence in any jurisdiction (other than an offence which is, in the opinion of the ICC Board, a minor offence); or
- (d) the ICC reviews the membership of the Committee every two years and he or she is not re-appointed; or
- (e) the status of the individual member changes such that he or she no longer meets the requirements of the position as set out in paragraph 2 above.

2.7 In the case of paragraph 2.6(b) or (c) above, cessation of membership will take effect immediately upon written notice being provided to the individual concerned and the relevant individual will be replaced, as quickly as is reasonably practicable.

2.8 In addition to the above, the Committee may:

- (a) appoint the ICC Medical Manager, or any other appropriate person, to act as secretary to the Committee;
- (b) utilise such other members of the ICC's management team (or other stakeholders within the sport of cricket) to assist the Committee as may be appropriate from time to time; and/or
- (c) request other third party advisers to attend, present and speak at Committee meetings from time to time.

For the avoidance of any doubt, the individuals described in paragraphs 2.8 (a), (b) and (c) will not be regarded as members of the Committee and will not have any entitlement to vote.

3 MEETINGS

3.1 Committee meetings will take place principally via teleconference and when required in person. The Committee shall meet in full via teleconference at least twice a year and, if required, in person no more than once a year.

3.2 All Committee members shall be entitled to attend each Committee meeting and the quorum at any meeting will be three members entitled to vote at meetings. All members of the Committee (including its Chairperson) shall be treated as being present in person at a meeting where he/she is in continuous communication with the meeting either in person or by telephone/video conference. Such a member will be counted in the quorum of the meeting and shall be entitled to vote. A duly convened Committee meeting at which a quorum is present will be competent to exercise all or any of the authorities, powers and discretions vested in or exercisable by the Committee.

3.3 The agenda and conduct of such Committee meetings will be at the absolute discretion of its Chairperson (in consultation with the ICC Medical Manager) and the Committee secretary will circulate a meeting agenda and supporting documents to the Committee members and other attendees, as appropriate, a reasonable period in advance of each Committee meeting. Minutes of each meeting will be prepared by the Committee secretary as soon as reasonably practicable after each Committee meeting, circulated for comment and approved at the subsequent Committee meeting.

- 3.4 The Committee is a working committee and attempts should be made to reach a consensus, so that voting will not usually be required. However, on occasions where consensus cannot be reached, then the Committee will resolve such issues by voting. Each member of the Committee will have one vote. In circumstances where a vote is tied, the Chairperson of the Committee shall have the casting vote.
- 3.5 For the avoidance of doubt, all third party advisers, members of the ICC's staff or *ex officio* Committee members will have no right to vote.
- 3.6 Resolutions shall be passed by a simple majority vote of those present and entitled to vote at the meeting. In the event of a dissenting vote being recorded, then, to the extent that such dissent relates to any recommendations or report that are subsequently put to the ICC Chief Executives Committee, then such dissenting opinion(s) must be presented simultaneously to the ICC Chief Executives Committee for it to consider at the same time that the relevant recommendations and/or report are presented.
- 3.7 The Committee may agree separate procedural rules to regulate its business and meeting procedures provided that such rules shall not be in conflict with the memorandum and articles of association of ICC.
- 3.8 In advance of each Committee meeting, it shall be the responsibility of the Member Representatives to seek input and comment from the medical officers (or equivalent) of all other Full Member Boards on the proposed agenda, and on any other matter that they wish to raise at the meeting.

4 REPORTING / PERFORMANCE OF DUTIES

- 4.1 The Committee shall report to the ICC Chief Executives Committee at least twice a year or when the Committee considers it necessary to report on a specific matter in advance of the next scheduled reporting date.
- 4.2 All matters discussed, papers prepared and materials disclosed as part of the Committee's activities are strictly confidential and shall not be disclosed to any third party without the consent of the Chairperson of the Committee unless it is required by law or such information is already within the public domain, such obligation remaining even after any relevant period of appointment has expired.
- 4.3 All information provided to the Committee shall, unless otherwise agreed with its Chairperson in advance, become and remain the property of ICC even after any relevant period of appointment has expired.
- 4.4 In performing their duties and functions described in these Terms of Reference, each Committee member will act in the best interests of the game of cricket and in accordance with their individual responsibilities under the ICC's Code of Ethics.

5 GENERAL PROVISIONS

- 5.1 The Committee may, with the approval of the ICC General Manager – Cricket, obtain such external third party professional advice (eg from experts, consultants, lawyers etc) as it deems reasonably necessary to assist in the proper performance of its duties and functions set out in these Terms of Reference. The ICC shall be fully responsible for any such costs and expenses properly incurred directly or indirectly by any such third party.
- 5.2 The members of the Committee shall be entitled to have all reasonable costs and expenses that they incur (or such other fees and allowances as may be determined by the ICC Board from time to time) reimbursed by the ICC.
- 5.3 The ICC hereby agrees to indemnify and keep indemnified each member of the Committee from and against all liabilities, obligations, losses, damages, suits and expenses which may be incurred by or

asserted against the Committee member in such capacity, provided that such indemnity shall not extend to those liabilities, obligations, losses, damages, suits and expenses which have been incurred as a result of any fraud or wilful misconduct of the Committee member.

5.4 These Terms of Reference will be reviewed as and when required from time to time by the ICC Chief Executives Committee (taking into account any comments, feedback and/or amendments suggested by the Committee itself) to ensure that they remain fit for purpose.

5.5 These Terms of Reference shall be governed by and construed in accordance with English law. If any dispute arises in relation to the interpretation or application of these Terms of Reference, then such dispute will be determined by the ICC Disputes Resolution Committee. For the avoidance of doubt, no disputes, appeals, questions or interpretation or any other matter in

relation to these terms of Reference shall be submitted to any other process other than as set out in this Article 5.5.

5.6 These Terms of Reference are approved by the ICC Board on 16 November 2021 and will come into full force and effect immediately upon such approval. Any subsequent amendments to these Terms of Reference must be approved by the ICC Board.

Approved by Board 16 November 2021