

**IN THE MATTER OF PROCEEDINGS BROUGHT  
UNDER THE ICC ANTI-CORRUPTION CODE**

**Between:**

**THE INTERNATIONAL CRICKET COUNCIL**

**and**

**MR BRENDAN TAYLOR**

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**Decision pursuant to Article 5.1.12 of the ICC Anti-Corruption Code**

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**Introduction**

1. The International Cricket Council (the "ICC") is the international governing body for the game of cricket and as such is responsible for the development, co-ordination, regulation and integrity of cricket worldwide.
2. As part of its continuing efforts to maintain the integrity, public image and popularity of cricket, the ICC has adopted and implemented the ICC Anti-Corruption Code for Participants (the "Code"), which sets out a framework of rules designed to provide: (a) an effective means to deter any Participant from engaging in any form of Corrupt Conduct; and (b) a robust disciplinary procedure pursuant to which all matters of Corrupt Conduct can be dealt with fairly, efficiently, and expeditiously.<sup>1</sup>
3. Brendan Taylor is a cricketer who has represented (and captained) Zimbabwe in 283 international matches, including 204 One Day Internationals, 45 T20 Internationals and 4 Tests, having made his international debut in 2004.

**Status as a Participant bound by the Code**

4. At all material times, as a result of his selection in International Matches for Zimbabwe Cricket, Mr Taylor constituted a Participant for the purposes of the Code. As such, he was automatically bound by the Code and agreed, among other things, (i) to comply with the Code; (ii) not to engage in conduct that would constitute a breach of the Code; and (iii) to submit to the jurisdiction of the ICC to investigate apparent or suspected Corrupt Conduct that would amount to a violation of the Code.
5. Mr Taylor has attended at least 13 anti-corruption education sessions conducted on behalf of the ICC. These sessions contained reminders of the obligations of Participants under the Code not to engage in Corrupt Conduct under the Code, including, without limitation, the duty of Participants

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<sup>1</sup> Unless otherwise indicated in this decision, capitalized terms are defined terms and their respective definitions are set out in the Code.

to report, without unnecessary delay, full details to the ACU of any approaches or invitations received to engage in corrupt activity.

**Summary of relevant background facts**

6. On 31 March 2020, Mr Taylor reported an approach he had received from an Indian businessman, [Mr S], to the ACU the previous November. Following this report, the ACU opened an investigation into his potential corrupt conduct under the Code, and as part of that investigation Mr Taylor was interviewed by the ACU on 1 and 2 April, 17 August and 8 December 2020.
7. During his interviews, Mr Taylor was cautioned that the answers and information provided by him could be used as evidence to support a charge or charges in relation to a breach of the Code if they revealed that Mr Taylor might have breached the Code, either by acting corruptly himself or by failing to report corrupt approaches or corrupt actions by others, or by committing other breaches of the Code. He was also cautioned to provide full and accurate responses and details.
8. In the course of his interviews with the ACU, Mr Taylor confirmed the following (although the full details were not disclosed initially to the ACU by Mr Taylor):
  - 8.1 In or around September 2019, Mr Taylor was contacted by [Mr S] to see if he would be interested in playing in the 2019 edition of the Afghanistan Premier League (the 2019 edition of which ultimately did not take place).
  - 8.2 Mr Taylor referred [Mr S] onto his agent, [Agent], although nothing arose from those discussions, other than [Agent] telling Mr Taylor not to waste his time with [Mr S] as he had a bad feeling about him.
  - 8.3 [Mr S] then contacted Mr Taylor again a month or so later and, following this, in late October 2019 Mr Taylor travelled to India for three nights, four days, at [Mr S's] expense, and met with [Mr S], his family and his associates. [Mr S] said that he wanted to talk to Mr Taylor about setting up a T20 tournament in Zimbabwe and to discuss potential sponsorships, and would pay Mr Taylor US\$15,000 for his time and services during the trip.
  - 8.4 Mr Taylor told [Mr S] that *"if there's any skullduggery, or dodginess, one, I'm not flying"*, to which [Mr S] responded *"no, we don't work like that. We are legitimate people"*.
  - 8.5 During the trip, [Mr S] gave Mr Taylor a new Samsung S10 phone as his own phone was "busted up", some rupees to spend while Mr Taylor was in India, and [Mr S] also paid for some new clothes for Mr Taylor.
  - 8.6 [Mr S] also provided Mr Taylor with various things for his entertainment while he was in India.
  - 8.7 At the end of the trip, Mr Taylor had a meeting with [Mr S] and his associates, during which there was discussion around spot-fixing at international matches, with [Mr S] telling

Mr Taylor that he could make \$35,000 for engaging in spot fixing in upcoming matches. He also told Mr Taylor that he needed another player involved to make the fix happen, and he wanted him to help find this other player. [Mr S] then handed over \$15,000 in cash to Mr Taylor (as part payment) and told him that he would receive the rest of the money once the fix occurred. Zimbabwe were due to play Bangladesh and Sri Lanka in February and March 2020.

- 8.8 In his initial report to the ACU, Mr Taylor made no mention of any discussion around corruption with [Mr S] at any point during the trip although he did mention the receipt of the US\$ 15,000 on each occasion he spoke to the ACU. In his initial interviews, Mr Taylor stated that the \$15,000 payment was effectively a payment for his services in travelling to India, basically an appearance fee. In subsequent interviews, however, Mr Taylor changed his story and accepted that while he had initially travelled to India believing that he would be paid an appearance fee of US\$15,000, at the end of his trip when the payment was actually made to him, it followed a discussion around corruption and a request for him to be involved in corrupting matches in exchange for payment, with the payment being made as a deposit for his involvement in corruption.
- 8.9 Mr Taylor has stated that it was never his intention to carry out any fixing for [Mr S] and he did not do so, however while he initially said no to [Mr S's] approach he ended up agreeing to the offer and accepting the US\$ 15,000. Mr Taylor said that he did so because he felt he had no choice because after he initially said no, [Mr S] told Mr Taylor that he ([Mr S]) had a compromising video of Mr Taylor which he would release to the media and Mr Taylor's wife unless Mr Taylor did some work with him.
- 8.10 Throughout the course of his interviews, Mr Taylor stated that he only accepted the money (i) because it was his appearance fee for travelling to India, and (ii) he felt threatened and scared and he did not know what [Mr S] or his associates would do if he refused the money, so he therefore took the money so he could get out of the room, although he never intended to go through with anything.
- 8.11 At this point Mr Taylor had not reported any of this to the ACU as he was required to do under the Code.
- 8.12 Mr Taylor next heard from [Mr S] in mid-March 2020, while he was on tour with Zimbabwe in Bangladesh, when [Mr S] called him and told him that while he had not worked for him before that point, now was the time to do so.
- 8.13 Mr Taylor stated that he refused to do any work (which he understood to be a reference to fixing) for [Mr S] to which [Mr S] responded by again threatening to release the video to the TV and radio, as well as his wife. [Mr S] then asked Mr Taylor to return the money and they could call it quits. This was followed up by a message from [Mr S] to Mr Taylor again threatening to release the video because he had refused to do any work for him.

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- 8.14 Following the call he received from [Mr S] in mid-March, Mr Taylor realized that he had to report this matter to the ACU (albeit late). This he did on 31 March 2020. Mr Taylor did not, however, provide full details at that time, including making no mention of any discussion around corruption.
- 8.15 [ICC Official] told Mr Taylor to block [Mr S] and have no more contact with him. Following this, Mr Taylor decided to delete all of his messages with [Mr S] (despite [ICC Official] not telling him to do this). Mr Taylor claimed that he did this in fear of his family finding the messages. As such, the ACU was deprived of the ability to review such messages, which may have been (and probably were) relevant to its investigation.
- 8.16 Mr Taylor still has the US\$ 15,000 which he has stated is being looked after safely by a friend.

**Relevant Provisions of the Code**

9. Code Article 2.4.2 makes the following an offence:

*“failing to disclose to the ACU (without unnecessary delay) the receipt of any gift, payment, hospitality or other benefit, (a) that the Participant knew or should have known was given to him/her to procure a 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.”*

10. Code Article 2.4.3 makes the following an offence:

*“failing to disclose to the ACU (without unnecessary delay) all gifts (whether monetary or otherwise), hospitality and/or other non-contractual benefits offered to a Participant that have a value of US\$750 or more, whether or not the circumstances set out in Article 2.4.2 are present, save that there shall be no obligation to disclose any (i) personal gifts, hospitality and/or other non-contractual benefits offered by or on behalf of any close friend or relative of the Participant; (ii) any food or beverage; or (iii) cricket hospitality gifts in connection with Matches the Participant is playing in.”*

11. Code Article 2.4.4 makes the following an offence:

*“Failing to disclose to the ACU (without unnecessary delay) full details of any approaches or invitations received by the Participant to engage in Corrupt Conduct under the Anti-Corruption Code.”*

12. Code Article 2.4.7 makes the following an offence:

*“Obstructing or delaying any investigation that may be carried out by the ACU in relation to possible Corrupt Conduct under the Anti-Corruption Code (by any Participant), including (without limitation) concealing, tampering with or destroying any documentation or other information that may be relevant to that investigation and/or that may be evidence of or may lead to the discovery of evidence of Corrupt Conduct under the Anti-Corruption Code.”*

### **Disciplinary Proceedings**

13. On the basis of the evidence obtained through its investigations and, in particular, the admissions made by Mr Taylor to the ACU and set out above, the ICC charged Mr Taylor with the following breaches of the Code:
  - 13.1 A breach of Code Article 2.4.2 in that he failed to disclose to the ACU (without unnecessary delay) the receipt of gifts/hospitality which were given either (a) for the purpose of procuring a breach of the Code, or (b) in circumstances that could bring him or the sport of cricket into disrepute. Mr Taylor knew that the US\$15,000 was given to him both in order to procure a breach of the Code and in circumstances that could bring him or the sport of cricket into disrepute.
  - 13.2 A breach of Code Article 2.4.3 (further or in the alternative to the charge of a breach of Article 2.4.2), in that he failed to disclose to the ACU (without unnecessary delay) receipt of gifts/hospitality with a value of US\$750 or more regardless of the circumstances in which they were given.
  - 13.3 A breach of Code Article 2.4.4, in that he failed to disclose to the ACU (without unnecessary delay) full details of the approach he received from [Mr S] to engage in Corrupt Conduct in relation to Zimbabwe's then upcoming series against Sri Lanka and/or Bangladesh.
  - 13.4 A breach of Code Article 2.4.7, in that he (i) obstructed and/or delayed the ACU's investigation by delaying in providing the ACU with full details of the approach he received from [Mr S] and details of the India trip, and (ii) tampered with evidence which might have been relevant to the ACU's investigation, namely deleting his message exchanges with [Mr S] from his phone.
14. Mr Taylor has formally admitted that he has breached the above Code provisions and waived his right to a hearing before the Anti-Corruption Tribunal.
15. This decision is issued pursuant to Code Article 5.1.12 and sets out the sanction proposed by the ICC, and accepted by Mr Taylor, for his admitted breaches of the Code.

### **Agreed Sanction**

16. Code Article 6.2 stipulates that the range of permissible sanctions for a breach of Code Articles 2.4.2, 2.4.3 and 2.4.4 is a period of Ineligibility of a minimum of six (6) months and a maximum of five (5) years, and a breach of Code Article 2.4.7 is a period of Ineligibility ranging from zero (0) to a maximum of five (5) years.
17. Where a Participant is found guilty of committing two or more offences under the Code, Code Article 6.3.2 provides that, if those offences relate to the same incident or set of facts, then (save where ordered otherwise by the Anti-Corruption Tribunal for good cause) any multiple periods of Ineligibility imposed should run concurrently (not cumulatively). The converse to that, obviously,

is that if the offences relate to separate incidents or sets of facts, any multiple periods of Ineligibility should run cumulatively.

18. Code Article 6.1 sets out the relevant factors that the Anti-Corruption Tribunal would be required to consider in determining the relative seriousness of the offence and thereby arriving at an appropriate sanction within that range. The ICC has considered these as part of coming to this Agreed Sanction.
19. Relevant aggravating factors in Mr Taylor's case include the following:
  - 19.1. Mr Taylor's acceptance of a payment of US \$15,000 from someone who had approached him in respect of Corrupt Conduct and the fact that, to date, Mr Taylor has not returned that money. US\$15,000 is a substantial amount of money.
  - 19.2. Mr Taylor's initial acceptance of [Mr S's] invitation to engage in Corrupt Conduct, albeit Mr Taylor subsequently stated that he had no intention of actually engaging in any Corrupt Conduct.
  - 19.3. The fact that, had Mr Taylor gone through with the proposed Corrupt Conduct, the offence would have had the potential to substantially damage the commercial value and/or public interest in the relevant International Matches, and it could have affected the result of the relevant Matches.
  - 19.4. Mr Taylor's lengthy experience as a professional cricketer during which time he has received a lot of anti-corruption education and therefore should have been fully aware of his obligations under the Code.
  - 19.5. His position as an experienced former captain of Zimbabwe and thus a mentor and someone who younger players look up to.
20. Relevant mitigating factors in Mr Taylor's case include the following:
  - 20.1. Mr Taylor's voluntary admission and cooperation during his interviews with the ACU;
  - 20.2. Mr Taylor's prompt admission of the charges receipt of the Notice of Charge;
  - 20.3. Mr Taylor's renouncement of the agreement prior to it being discovered by a third party not involved in the attempt or agreement; and
  - 20.4. Mr Taylor's previous good disciplinary record.
21. It is acknowledged by the ICC that any sanction imposed must be proportionate. In considering what is proportionate, the ICC is entitled to weigh against the impact of a ban on Mr Taylor the importance of the objectives underlying the Code, the seriousness of the particular breaches of

the Code by Mr Taylor, the need to deter others from similar wrongdoing, the need to protect the image of sport, and (above all else) the need to maintain public confidence in the determination of the sport of cricket to stamp out corruption.

22. The ICC notes that in order to seek to protect the sport of cricket adequately and effectively against the threat of corruption, it is of paramount importance that Participants promptly report any approaches to engage in corrupt activity to the ACU without any unnecessary delay and fully cooperate with investigations conducted by the ACU. It is for this reason that these behaviours amount to offences under the Code.
23. The ICC has considered all of the circumstances of this case, including giving Mr Taylor credit for agreeing an outcome that avoids the need for a hearing and so saves considerable time and money for use elsewhere in the fight against corruption, and has considered relevant precedents. The ICC therefore considers that a period of ineligibility of three and a half years ( 3 ½ years) is reasonable and proportionate. In determining this sanction, the ICC did not consider that the sanctions for the different offences should run cumulatively.
24. In addition, Mr Taylor acknowledges and agrees that it is not appropriate for him to retain the US\$ 15,000 he received from [Mr S]. In particular, he acknowledges and agrees that neither he, nor his family nor his friends can benefit from this money (whether directly or indirectly) in any way. It is therefore agreed that Mr Taylor's return to participation in cricket following the expiry of his period of Ineligibility is conditional upon him demonstrating, to the ICC's satisfaction, that neither he, nor his family nor any of his friends have benefited (whether directly or indirectly) from this money.
25. Mr Taylor has agreed to this sanction. As such, a period of ineligibility of three and a half (3 ½) years is imposed.
26. In accordance with Code Article 6.4, Taylor's period of ineligibility shall commence on the date of this decision. As such, provided that he has demonstrated, to the ICC's satisfaction, that neither he, nor his family nor his friends have benefited in any way from the US\$ 15,000 (whether directly or indirectly), his period of Ineligibility will expire at midnight on 27 July 2025.
27. During his period of ineligibility, Mr Taylor's status is as set out in Code Article 6.5 of the Code. This provides:

*"No Participant who has been declared Ineligible may, during the period of Ineligibility, play, coach, officiate or otherwise participate or be involved in any capacity in any capacity in any Match or any other kind of function, event or activity (other than authorized anti-corruption education or rehabilitation programs) that is authorized, organized, sanctioned, recognized or supported in any way by the ICC, a National Cricket Federation, or any member under the jurisdiction of a National Cricket Federation, or receive accreditation to provide media or other services at an official venue or Match. National*

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*Cricket Federations shall take all reasonable steps within their powers to give effect to this Article 6.5 to the extent that they have the jurisdiction, power or ability to do so."*

28. In accordance with Code Article 7.2 neither Mr Taylor nor the ICC shall have any right of appeal against this decision.

**Conclusion**

29. To summarise:
- 29.1. Mr Taylor has admitted 4 separate breaches of the Code, and in particular, Articles 2.4.2, 2.4.3, 2.4.4 and 2.4.7.
  - 29.2. A period of Ineligibility of three and a half (3 ½) years is imposed pursuant to Code Article 6.2, commencing on the date of this decision.
  - 29.3. Mr Taylor's status during the period of Ineligibility is as set out in Code Article 6.5.
  - 29.4. Mr Taylor will not be entitled to return to participate in cricket following the expiry of his period of Ineligibility until such time as he demonstrates, to the ICC's satisfaction, that neither he, nor his family nor his friends have benefited (whether directly or indirectly) from the US\$ 15,000 he received from [Mr S].
  - 29.5. This decision constitutes the final decision of the ICC in this matter. In accordance with Code Article 8.2, this decision will be disclosed publicly, including on the ICC's website.
  - 29.6. There is no need for any further steps in these proceedings, which are hereby terminated.

**Dubai, 28 January 2022**