

TERMS OF REFERENCE ICC HR & REMUNERATION COMMITTEE

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

1. REMIT AND RESPONSIBILITY

1.1 The HR & Remuneration Committee (the “**Committee**”) has been established by the ICC Board, in accordance with Article 5 (A) of the Amended and Restated Memorandum and Articles of Association of International Cricket Council Limited (“**ICC**”), to act as a committee of the ICC Board in furtherance of the objects of the ICC, which include promoting and developing the game of cricket at all levels throughout the world, and governing and regulating cricket at international level.

1.2 The Committee is established and is authorised by the ICC Board to:

- (a) oversee the Human Resource strategy and supporting policies and practices for the ICC’s staff and Directors and monitor the implementation and effectiveness of the strategy, policies and practices;
- (b) such policies and practices will include:
 - promotion of an inclusive, diverse and collaborative workplace;
 - employee engagement;
 - the recruitment, development and retention of talented employees;
 - succession planning for the Chief Executive and other senior management team members; and
 - employee performance appraisal system;
- (c) oversee the remuneration policies and practices for the ICC’s staff and Directors and monitor the implementation and effectiveness of such policies and practices including they reflect the ICC’s strategic aims, values and risk appetite;
- (d) establish the overall grading and salary bands for the ICC;
- (e) make recommendations to the ICC Board in respect of the policies (and their application) applicable to ICC staff/consultants in respect of: (i) the annual performance bonus pool; (ii) the annual payment for inflationary increase; (iii) the annual salary adjustment pool; and (iv) the annual learning and development pool;
- (f) make recommendations to the ICC Board in respect of the appropriate level of remuneration, allowances and expenses to be paid to the ICC Chairperson, Vice-Chairperson, Directors and (where applicable) other Board-appointed officials from time to time;

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

1.3 In addition, the Chairperson of the Committee shall:

- (a) be consulted and provide direction to the Chief Executive in respect of the appointment of any new member of the ICC’s senior management team from time to time and the terms of such appointment; and

- (b) acting in conjunction with the ICC Chairperson, and subject to clause 1.4 (below), approve the appropriate level of performance bonus, salary adjustment, inflationary increase and/or allowances/expenses to be paid to the Chief Executive from time to time, provided at all times that such payments remain within the scope set out in his/her existing contractual and/or policy arrangements in place.
- 1.4 For the avoidance of any doubt, the HR & Remuneration Committee will not be the determining body for the overall remuneration package of any new Chief Executive from time to time, which responsibility shall instead lie with the ICC Chairperson following a process agreed by the ICC Board requiring, as a minimum, consultation with the Chairperson of the Nominations Committee and the Chairperson of the HR & Remuneration Committee.
- 1.5 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 cricket federation (or any individual and/or third party as may be affiliated to or in any way connected with the ICC or any ICC member cricket federation) information in such form, whether verbal, written or otherwise recorded, as it may, in its absolute discretion, consider to be reasonably necessary for the proper discharge of its duties under these Terms of Reference.
- 1.6 In support of the Committee's activities, all ICC member cricket federations will (and to the extent that it is within their power, procure that such other individuals and third parties will) provide all such information and do all such things as are reasonably within their power to facilitate the discharge of the Committee's duties under these Terms of Reference.
- 1.7 For the avoidance of doubt, to enable the Chief Executive to manage the organisation in line with his/her responsibilities the Committee shall not be concerned with individual salaries or terms of employment of staff unless they fall outside the scope of agreed policies or delegated authorities.

The Committee should however provide advice, scrutiny and, when required, challenge to the Chief Executive on the overall set of decisions to ensure fairness and objectivity in their application across the whole organisation.

2. MEMBERSHIP

- 2.1 The membership of the Committee shall consist of the following:
- (a) a Chairperson;
- (b) such additional Committee members as the ICC Board may determine from time to time; and
- (c) at least one Committee member appointed by the ICC Board who is independent of the ICC and has relevant and desirable skills and experience for the Committee's Areas of Activity. For the purposes of these Terms of Reference, a member shall be independent of the ICC where neither he/she, nor his/her spouse, or first-degree relative is a member of the executive management of the ICC or any group companies, or has any relationship that, in the opinion of the ICC Board, would interfere with the exercise of independent judgement in carrying out the responsibilities of a member of the Committee.
- 2.2 The ICC Chairperson and the ICC Chief Executive shall be *ex-officio* members of the Committee.
- 2.3 For the avoidance of doubt, none of the members of the Committee will be entitled to appoint an alternate or proxy to act on their behalf.
- 2.4 Each Committee member and all *ex-officio* members of the Committee will undertake an induction process to ensure that they understand the role, responsibility and workings of the Committee and their duties to their fellow members of the Committee, to the ICC Board and to the Council.
- 2.5 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 Chairperson of the Committee;
 - (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; or
 - (c) where he/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).
- 2.6 In the case of paragraph 2.5(b) and (c) above, cessation of membership will take effect immediately upon written notice being provided to or by the individual concerned and the relevant individual will be replaced, pursuant to the criteria for appointment, as quickly as is reasonably practicable.
- 2.7 In addition to the above, the Committee may:
- (a) appoint the head of the ICC's HR function 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 2.7(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 in person and at such venue and with such frequency as the Chairperson (in consultation with the other Committee members) shall determine necessary, save that the Committee shall meet, in full, on not less than two occasions in any twelve month period. Where necessary and practicable, such meetings may also take place via telephone/video conference.
- 3.2 All Committee members shall be entitled to attend each Committee meeting and the quorum at any meeting will be a majority of Committee 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 discretion of its Chairperson (in consultation with the other Committee members, who shall be entitled to request for any relevant item to be placed on the agenda) 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. The following individuals only shall be entitled to vote:
- (a) the Chairperson of the Committee; and
 - (b) the Committee members.

- 3.5 For the avoidance of doubt, the Chairperson of the Committee shall not have an additional vote over and above his or her vote as a straight forward member of the Committee. The vote of the Chairperson of the Committee shall not count as a casting vote in the event of a tied vote.
- 3.6 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.
- 3.7 Resolutions shall be passed by a simple majority vote. 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 Board then such dissenting opinion(s) must be presented simultaneously to the ICC Board for it to consider at the same time that the relevant recommendations and/or report are presented.
- 3.8 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 Amended and Reinstated Memorandum and Articles of Association of the ICC.

4. REPORTING / PERFORMANCE OF DUTIES

- 4.1 The Committee shall report to the ICC Board as and when required 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 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, in accordance with their fiduciary duties 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 Chairperson or Chief Executive, 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 negligence, fraud or wilful misconduct of the Committee member.
- 5.4 These Terms of Reference will be reviewed as and when required by the ICC Board (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 paragraph 5.5.

- 5.6 These Terms of Reference are approved by the ICC Board on 14 July 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 14 July 2021