

TERMS OF REFERENCE INDEPENDENT OVERSIGHT GROUP OF THE ANTI-CORRUPTION UNIT

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

1. REMIT AND RESPONSIBILITY

- 1.1 The Independent Oversight Group of the Anti-Corruption Unit (the “**Oversight Group**”) has been established by the ICC Board in line with the recommendations of the Integrity Working Party to assist and guide the Chairman and the General Manager of the ICC’s Anti-Corruption Unit (the ‘**ACU**’) on the development of the overall strategy adopted by the sport of cricket in dealing with the threat of corruption to the game and the implementation by the ACU of such strategy and to report on the same to the ICC Board on a yearly basis.
- 1.2 The Oversight Group is established to assist and advise the Chairman and General Manager of the ACU in relation to the following matters:
- (a) to keep under review and provide independent input into and advice on the overall strategy adopted by the sport of cricket in dealing with the threat of corruption;
 - (b) to provide independent oversight of the work carried out by the ACU;
 - (c) to receive a written report from the Chairman of the ACU on the implementation of the strategy to tackle corruption and to provide independent comments and recommendations for improving, amending or developing the same;
 - (d) to receive an annual report on performance in the preceding year and a proposed business plan for the forthcoming year from the ACU General Manager and provide independent comments and recommendations in respect of the same;
 - (e) to consider and provide advice on any emerging anti-corruption issue in sport, including issues of ‘policy’ or ‘good practice’, which may be appropriate for application to cricket’s anti-corruption effort;
 - (f) to provide independent oversight of the decision-making processes involved in relation to charging (or not charging) persons with alleged breaches of the ICC’s Anti-Corruption Code (the ‘**Code**’), and, where relevant, any sanctions to be agreed by the ICC pursuant to the ICC’s Anti-Corruption Code in respect of any such breaches;
 - (g) in compliance with all relevant policies, to exercise the powers delegated to the Oversight Group or any member of the Oversight Group pursuant to the Code, including the power to make charging decisions under the Code in certain cases; and
 - (h) to offer advice and guidance to the Chairman and General Manager of the ACU on any relevant matters where requested or required from time to time.
- (together the Oversight Group’s “**Areas of Activity**”).

- 1.3 In the discharge of its remit and responsibilities in the Areas of Activity, the Oversight Group 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.
- 1.4 In support of the Oversight Group'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 Oversight Group's duties under these Terms of Reference.
- 1.5 Subject only to the express provisions of the Code, the Oversight Group shall only be empowered to provide assistance and advice to the Chairman and General Manager of the ACU and shall not have any decision-making powers.

2. MEMBERSHIP

- 2.1 The membership of the Oversight Group shall consist of the following:
- (a) an independent former senior international cricketer of high standing and good repute;
 - (b) an independent legal adviser with experience in sports corruption matters;
 - (c) an independent anti-corruption expert, who shall act as the Chairperson of the Oversight Group; and
 - (d) such additional Oversight Group members as the ICC Board may determine from time to time.
- 2.2 The Chairman of the ACU and a representative of the ICC Board will be *ex-officio* members of the Oversight Group.
- 2.3 In addition, (a) the ICC Chairman; and (b) the ICC Chief Executive shall be entitled to attend all meetings of the Oversight Group as observers, but will not be regarded as members of the Oversight Group and will not have any entitlement to vote.
- 2.4 In the case of the individuals described in paragraph 2.1, they are appointed for a two-year term, which may be extended on three further occasions, so that the maximum period of membership of the Oversight Group is eight years.
- 2.5 In the case of the individuals described in paragraphs 2.2, cessation of membership will take effect immediately upon the individual no longer being appointed to the position which entitles him to *ex officio* membership of the Oversight Group.
- 2.6 In addition to the above, the Oversight Group may:
- (a) appoint the ICC's General Counsel, or any other appropriate person, to act as secretary to the Oversight Group;
 - (b) utilise such other members of the ICC's management team (or other stakeholders within the sport of cricket) including, without limitation, the ACU General Manager and representatives of the anti-corruption units of ICC member cricket federations to assist the Oversight Group as may be appropriate from time to time; and/or
 - (c) request other third party advisers to attend, present and speak at Oversight Group meetings from time to time.

3. MEETINGS

- 3.1 It is envisaged that the Oversight Group will meet all together in person once a year, but it shall be entitled to meet on additional occasions (whether on the telephone or video conference) where the Chairperson (in consultation with the other Oversight Group members) determines necessary to address urgent and/or exceptional business.
- 3.2 All Oversight Group members shall be entitled to attend each Oversight Group meeting and the quorum at any meeting will be a majority of the independent Oversight Group members described in paragraphs 2.1(a)–(d). All members of the Oversight Group (including the Chairperson) shall be treated as being present in person at a meeting where he 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 Oversight Group 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 Oversight Group.
- 3.3 The agenda and conduct of such Oversight Group meetings will be at the discretion of the Chairperson (in consultation with the other Oversight Group members, who shall be entitled to request for any relevant item to be placed on the agenda) and the Oversight Group secretary will circulate a meeting agenda and supporting documents to the Oversight Group members and other attendees, as appropriate, a reasonable period in advance of each Oversight Group meeting. Minutes of each meeting will be prepared by the Oversight Group secretary as soon as reasonably practicable after each Oversight Group meeting, circulated for comment and approved at the subsequent Oversight Group meeting.
- 3.4 The Oversight Group is a working Oversight Group 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 Oversight Group will resolve such issues by voting. Only the Oversight Group members shall be entitled to vote (namely those listed in paragraph 2.1 and the *ex officio* members listed in paragraph 2.2) and resolutions shall be passed by a simple majority vote.
- 3.5 For the avoidance of doubt, the Chairperson shall not have an additional vote over and above his or her deliberate vote as a straight forward member of the Oversight Group. The Chairperson's vote 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 or members of the ICC's staff (including the ICC's Chief Executive) will have no right to vote.
- 3.7 For the avoidance of doubt, where, pursuant to the express terms of the Code, a charging decision under the Code has been taken by a member of the Oversight Group, that member shall not take part in any review of such charging decision conducted by the Oversight Group pursuant to paragraph 1.2(g) above and that member's interest in the matter shall be disclosed to the Chairperson in accordance with the terms of the ICC Code of Ethics.

4. REPORTING / PERFORMANCE OF DUTIES

- 4.1 The Oversight Group shall report to the ICC Board on an annual basis or when the Oversight Group 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 Oversight Group'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 Oversight Group shall, unless otherwise agreed with the 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 Oversight Group member will act in the best interests of the game of cricket and agrees to be bound by the terms of the ICC's Code of Ethics in respect of such duties.

5. GENERAL PROVISIONS

- 5.1 The Oversight Group may, with the approval of the ICC Chairman 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 Oversight Group 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 Oversight Group from and against all liabilities, obligations, losses, damages, suits and expenses which may be incurred by or asserted against the Oversight Group 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 Oversight Group member.
- 5.4 These Terms of Reference will be reviewed as and when required from time to time by the ICC Board (taking into account any comments, feedback and/or amendments suggested by the Oversight Group 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 16 August 2016 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 with such amendments coming into full force and effect immediately upon such approval.

Approved: 16 August 2016 (as amended on 1 July 2018)