

TERMS OF REFERENCE DISPUTE RESOLUTION COMMITTEE

Capitalised terms in these Terms of Reference mean the following:

“Associate Member” means any Member with associate member status of the ICC.

“Associated Company” means (i) any holding company of the ICC, or (ii) any company (including any such holding company, or any subsidiary of the ICC or of any such holding company) of which the ICC holds or controls more than 20% of the equity share capital. This includes, without limitation, ICC Development (International) Limited, ICC Business Corporation FZ LLC, and International Cricket Council FZ LLC.

“Dispute Panel” means a panel of persons appointed from the members of the Committee in accordance with Article 7.1 to perform, in relation to a particular dispute, the functions assigned to the Dispute Panel under these Terms of Reference.

“Full Member” means any Member with full member status of the ICC.

“ICC” means the International Cricket Council.

“ICC Event” means each of the following (in men’s/boy’s and women’s/girl’s, as applicable): (a) the ICC Cricket World Cup; (b) the ICC T20 World Cup; (c) the ICC Champions Trophy; (d) the ICC World Test Championship Final; (e) the ICC Men’s Cricket World Cup Super League; (f) the ICC Men’s Cricket World Cup Challenge League and ICC Men’s Cricket World Cup League 2; (g) the ICC Men’s Under 19 Cricket World Cup; (h) the ICC Women’s U19 T20 World Cup; (i) the ICC Women’s Championship; (j) any regional or global qualifying tournament to any of the above events; and (k) any other event organized or sanctioned by the ICC from time to time to which any of the ICC’s rules or regulations are deemed to apply.

“International Match” means each of the following (in men’s and women’s cricket): (a) any Test Match, One Day International Match or Twenty 20 International Match; (b) any Match played as part of an ICC Event; (c) any other Match played between representative sides of any National Cricket Federation at Under 19 level or above; (d) any International Tour Match; or (e) any other Match organized or sanctioned by the ICC from time to time to which any of the ICC’s rules or regulations are deemed to apply.

“International Tour Match” means any Match played between a representative team of a Member and any domestic, guest or invitational team.

“Match” means a cricket match of any format and duration in length in which two cricket teams compete against each other.

“Match Official” means any Match Referee or Umpire.

“Match Referee” means the independent person appointed by the ICC (or any other relevant body) as the official match referee for a designated International Match, whether such Match Referee carries out his/her functions remotely or otherwise.



“Match Official Support Personnel” means any technical officials (for example, and without limitation, any official with responsibility for operating the communication equipment for Umpires and Match Referees during an International Match) or umpire coaches appointed (appointed by the ICC or any other relevant body) to support the Umpires and/or Match Referees in their appointments to any International Match.

“Member” means a national or regional entity which is a member of or is recognized by the ICC as the entity governing the sport of cricket in a country (or collective group of countries associated for cricket purposes).

“Player” means any cricketer who is selected (or who has been selected in the preceding twenty-four (24) months) to participate in any playing or touring team or squad that is chosen to represent a Member in any International Match or series of International Matches.

“Player Support Personnel” means any coach, trainer, manager, selector, team owner or official, doctor, physiotherapist or any other person employed by, representing or otherwise affiliated to a playing/touring team or squad that is chosen to represent a Member in any International Match or series of International Matches.

“Umpire” means any umpire (including any on-field umpire, television umpire, third or fourth umpire) appointed (by the ICC or any other relevant body) to officiate in any International Match.

1. REMIT AND RESPONSIBILITY

- 1.1 It is in the interests of the ICC, its Members, and the game of cricket worldwide that any disputes arising are fairly and promptly resolved according to procedures appropriate to the nature of each dispute and in a manner complementary to other methods of dispute resolution applicable to the activities of the ICC, its officers and directors, its Members and other relevant persons. The Dispute Resolution Committee (the **“Committee”**) is established in order to help achieve that objective by providing independent panels to hear and resolve, by arbitration, disputes falling within the scope of paragraph 1.2 below, as and when they arise.
- 1.2 Subject always to paragraph 1.3, below, the Committee shall have jurisdiction to decide the following disputes by arbitration in accordance with these Terms of Reference:
- 1.2.1 disputes between Members;
 - 1.2.2 disputes between any Member and the ICC or any Associated Company (or any director, committee member or officer of the ICC or any Associated Company);
 - 1.2.3 disputes between the ICC or any Associated Company (or any director, committee member or officer of the ICC or any Associated Company) and any Player, Player Support Personnel, Match Official or Match Official Support Personnel (or any other person who has agreed, or agrees after the dispute arises, to submit to the Committee’s jurisdiction);
 - 1.2.4 disputes which are expressly referred to the Committee pursuant to any rules or regulations of the ICC or any contractual agreement binding upon the parties to the dispute; and
 - 1.2.5 any dispute or question between any two or more persons or entities under the jurisdiction of the ICC (including, for the purposes of these Terms of Reference, the ICC itself) that concerns:
 - 1.2.5.1 the validity or interpretation of the ICC’s Memorandum and Articles of Association and/or any of the rules or regulations of the ICC as may be in force from time to time and/or the effect of any resolution of the Board of Directors or Members’ Resolution or Associate Members’ Resolution that has been passed; and/or

- 1.2.5.2 the lawfulness of a decision of the ICC or any decision-making body established under the ICC's Memorandum and Articles of Association and/or under any of the rules or regulations of the ICC as may be in force from time to time (including, without limitation, any bodies exercising any disciplinary or judicial function).
- 1.3 No dispute may be submitted to the Committee which is expressly referred to other persons or bodies for resolution pursuant to the ICC's Memorandum and Articles of Association or under any rules and regulations of the ICC, or by any contractual agreement binding upon the parties to the dispute. Further, no dispute may be submitted to the Committee unless the party wishing to submit the dispute has exhausted any applicable procedures and rights of appeal pursuant to the ICC's Memorandum and Articles of Association or under any rules and regulations of the ICC. The Committee shall not operate as an appeal body against decisions of the ICC or any decision-making body established under the ICC's Memorandum and Articles of Association or under any rules and regulations of the ICC, but shall operate as the sole forum and procedure for challenges to the lawfulness of such decisions, with the Committee exercising a supervisory jurisdiction.
- 1.4 All parties to disputes falling within paragraph 1.2 agree to submit to the jurisdiction of, and co-operate with, the Committee in the discharge of its functions and do all such things as are reasonably within their power to facilitate the discharge of the Committee's functions, and further agree to abide by or implement, as the case may be, the decisions of any Dispute Panel appointed hereunder.
- 1.5 In the discharge of its remit and responsibilities, the Committee and/or Dispute Panel shall have the authority to request from the ICC or any Member or other party to the dispute (or any individual and/or third party as may be affiliated to or in any way connected with the ICC or any Member) 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 Without prejudice to paragraph 1.4, in support of the Committee's activities, the ICC, all Members and/or other parties to the dispute will (and to the extent that it is within their power, they will procure that such other individuals and third parties will) provide all such information requested pursuant to paragraph 1.5 above and otherwise do all such things as are reasonably within their power to facilitate the discharge of the Committee's duties under these Terms of Reference.
- 2 ARBITRAL PROCEEDINGS**
- 2.1 These Terms of Reference, and (subject to paragraph 9.10, below) proceedings before any Dispute Panel hereunder, are governed by English law.
- 2.2 A Dispute Panel formed under these Terms of Reference is intended to operate as an arbitral tribunal within the meaning of the Arbitration Act 1996, and proceedings before a Dispute Panel shall constitute arbitration proceedings with a seat or legal place in London, England, to which the Arbitration Act 1996 applies.
- 2.3 Subject strictly to paragraph 2.2 above, the English courts shall have exclusive jurisdiction over disputes arising out of proceedings before the Dispute Panel. However, the powers of the court under sections 45 and 69 of the Arbitration Act 1996 are excluded and shall not apply to any dispute referred to the Committee. Furthermore, subject to the provisions of sections 67 and 68 of the Arbitration Act 1996, any decision issued by a Dispute Panel shall be final and binding on the parties from the date of its issue, and the parties shall be deemed to have waived irrevocably any right of appeal, review or recourse to a court of law, arbitral body or any other body of any nature.

- 2.4 In accordance with the foregoing, the Committee shall act at all times and in all respects entirely independently of the ICC, the ICC Board, the ICC Chairperson, and the ICC's Chief Executive.

3 MEMBERSHIP OF THE COMMITTEE

- 3.1 The Chairperson of the Committee will be appointed by the ICC Board. He/she should be someone who: (a) has a good and sufficient knowledge and understanding of the game of cricket, or the operation of a body charged with the promotion or development of sport on an international basis; (b) is expert in the operation of English law as it applies to such matters; (c) is a person of international standing and repute and held in high regard generally; and (d) is independent of and will act independently of the ICC, the ICC Board, the ICC Chairperson, and the ICC's Chief Executive. The Chairperson shall serve a three year term and shall be eligible for re-appointment by the ICC Board thereafter until otherwise notified. There shall be no maximum term of appointment for the Chairperson.
- 3.2 The independent Ethics Officer and the independent Chairperson of the Audit Committee will be appointed to the Committee.
- 3.3 Seven additional members are appointed to the Committee. Such appointments are to be proposed by the ICC Chief Executive and approved by the ICC Board, and must meet the following criteria:
- 3.3.1 they must all be independent of, and ready, willing and able to act independently of the ICC, the ICC Board, the ICC Chairperson, and the ICC's Chief Executive;
 - 3.3.2 two of them must be selected from the members of the ICC's Code of Conduct Commission; and
 - 3.3.3 five of them must be lawyers with significant experience in international arbitration and sports disputes, one from each of the five ICC regions (namely Americas, Africa, Europe, Asia and East-Asia Pacific).
- 3.4 In addition, at any point during the course of any year, it shall be open to the ICC Board to appoint additional members to the Committee, having due regard to the necessary and desirable skills and experience required for the effective operation of the Committee.
- 3.5 Members appointed pursuant to paragraph 3.3 shall serve an initial five-year term and shall be eligible for re-appointment at the end of that term, provided that they may not serve more than two consecutive terms.
- 3.6 Members appointed pursuant to paragraph 3.4 shall serve an initial one-year term and shall be eligible for re-appointment at the end of that term, provided that they may not serve more than five consecutive terms.
- 3.7 Without prejudice to the provisions of paragraphs 3.1, 3.5 and 3.6, the ICC Board may, in its absolute discretion, extend the appointment of any Chairperson or Committee member where such Chairperson or Committee member is involved in any specific matter which is ongoing before a Dispute Resolution at the end of the term of his/her appointment, but only until the completion of such specific matter.
- 3.8 All Committee members, including the Chairperson, shall enter into an undertaking to keep confidential and maintain the confidentiality of all information which comes or may come to his/her attention by virtue of his/her appointment as a Committee member otherwise than as provided in paragraph 5.1 below.

4 REMOVAL OF COMMITTEE MEMBERS

- 4.1 The office of Chairperson and/or Committee member shall only be vacated prior to the end of his/her appointed term if:

- 4.1.1 he/she resigns his/her office by notice in writing delivered to the ICC Chief Executive; or
 - 4.1.2 he/she refuses to enter into or breaches the confidentiality undertaking required under paragraph 3.7 above and the ICC Board resolves that his/her office be vacated; or
 - 4.1.3 the ICC Board resolves that he/she is by reason of illness or disability no longer able to perform the functions of Chairperson or Committee member or he/she becomes a patient for the purpose of any law or statute relating to mental ill-health; or
 - 4.1.4 for any other reason he/she is unable to or refuses to continue in office.
- 4.2 In the event of the death of the Chairperson or in the event that the office of Chairperson is vacated for any reason, the ICC Board shall, as soon as reasonably practicable, appoint a replacement Chairperson either for the remainder of the term of office of the Chairperson who has died or been replaced or for a period of three years.
- 4.3 In the event of the death of a Committee member or in the event that the office of a Committee member be vacated for any reason, the ICC Board shall, as soon as reasonably practicable, appoint a replacement Committee member for the remainder of the term of office of the Committee member who has died or whose office has been vacated.

5 PERFORMANCE OF DUTIES

- 5.1 In accordance with clause 3.8, 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 unless such disclosure is required by law, or the information is already within the public domain, or disclosure is required for the proper performance of the Committee's functions. This obligation shall endure even after any relevant period of appointment has expired.
- 5.2 In performing their duties and functions described in these Terms of Reference, each Committee member shall act independently of all of the parties, impartially, and in accordance with their individual responsibilities under any relevant ICC regulations and, in particular, the ICC Code of Ethics.
- 5.3 In the case of disputes not involving the ICC or any Associated Company, the Committee (and/or any Dispute Panel appointed hereunder) may utilise the services of the ICC's General Counsel (or other members of ICC management) to assist the Committee (or any Dispute Panel appointed hereunder) as may be appropriate from time to time.

6 MANDATORY GOOD FAITH NEGOTIATIONS

- 6.1 Parties to any dispute which falls within the jurisdiction of the Committee agree that they will first seek to resolve such dispute promptly by entering into good faith discussions with each other before formally referring the dispute (if unresolved by such discussions) to the Committee, as follows:
- 6.1.1 A party shall give the other party written notice of any dispute that arises and which is not resolved through the normal course of business;
 - 6.1.2 A party receiving a written notice of dispute shall have a period of seven (7) days from receipt of such notice to provide a written response to the other party setting out that party's position in relation to the dispute;

- 6.1.3 Within seven (7) days of the written response being sent, the parties to the dispute shall meet in person and engage in good faith discussions to attempt to resolve the dispute. At any such meeting, each party should be represented by its Chief Executive Officer or such other executive officer with authority to settle the dispute;
- 6.1.4 In the event that such good faith discussions fail to resolve the dispute within a further seven (7) days, the parties shall meet again, whether in person or via telephone or video conference, together with the ICC Chief Executive Officer, who shall seek to assist the parties resolve the dispute. Any such meeting should take place as soon as practicably possible; and
- 6.1.5 In the event that these further discussions fail to resolve the dispute, or if there is insufficient time or some other compelling reason not to follow the above procedure, the parties shall make one final attempt to resolve the dispute through good faith discussions with the assistance of the ICC Chairperson (or, where the ICC Chairperson is in any way involved in or connected to the dispute, the ICC Deputy Chairperson), whether in person or via telephone or video conference. Any such meeting should take place as soon as reasonably practicable.
- 6.2 All discussions between the parties pursuant to this paragraph are confidential and shall take place on a "without prejudice" basis.
- 6.3 In circumstances where the parties fail to successfully resolve the dispute after following the above process, or where a successful resolution of the dispute has not occurred within forty-five (45) days of the written notice first being sent, such dispute shall be referred to the Committee in accordance with the procedure set out below.

7 NOTICE OF DISPUTE

- 7.1 Any party wishing to submit a dispute to the Committee (the "**Claimant**") must submit a written notice (the "**Notice of Dispute**") to the Chairperson of the Committee, c/o the ICC Chairperson. The Notice of Dispute must contain the following information:
- 7.1.1 details of the parties to the dispute;
- 7.1.2 a brief statement of the facts and legal argument, including a statement of the issue to be submitted to the Committee for determination;
- 7.1.3 details of any remedies that are sought; and
- 7.1.4 any proposals the Claimant may wish to make as to the procedure to be followed in the case, including (without limitation) as to whether the Dispute Panel should consist of only one Committee member or three Committee members.

8 FORMATION OF A DISPUTE PANEL

- 8.1 As soon as practicable after a Notice of Dispute has been received, the Chairperson of the Committee shall convene a Dispute Panel to hear and determine the dispute. The Dispute Panel shall consist of three current members of the Committee, unless the Chairperson of the Committee determines (in his/her absolute discretion) that the matter should be heard by one member of the Committee sitting alone, for example (without limitation) where the dispute needs to be resolved urgently, where the parties to the dispute agree that one member of the Committee should sit alone, or it would be disproportionate in terms of costs and/or resource to have the matter heard by three members of the Committee. Where he/she considers it appropriate, he/she

may invite the parties to comment on this issue prior to ruling. For the avoidance of doubt, the Chairperson of the Committee will only be eligible to sit as the Chairperson of the Dispute Panel or as the sole member of the Dispute Panel (where it is determined that the matter should be heard by one member of the Committee sitting alone).

- 8.2 Subject to paragraph 8.1, each party to a dispute shall be entitled to appoint one person from the list of current Committee members (other than the Chairperson of the Committee) to sit on the Dispute Panel. The Claimant shall be entitled to appoint one member, and the other party(s) to the dispute (the “**Respondent(s)**”) shall be entitled to appoint one member. In circumstances where there are two or more Claimants or Respondents to a dispute, the Claimants/Respondents (as applicable) shall jointly appoint a member of the Dispute Panel. Where the Claimants/Respondents (as applicable) are unable to agree on a joint appointment, the Chairperson shall appoint the relevant Dispute Panel member on their behalf.
- 8.3 Any member of a Dispute Panel may be challenged on the grounds that circumstances exist that give rise to justifiable doubts as to the Dispute Panel member’s impartiality or independence (for example, where a fair-minded and informed observer, having considered the facts, would conclude that there was a real possibility that that member was biased). Any party who wishes to make such a challenge shall send a notice setting out the grounds of the challenge to the other party/ies to the dispute, the members of the Dispute Panel (including, for the avoidance of doubt, the member that is being challenged), and the Chairperson of the Committee (if not also a member of the Dispute Panel). In the event the other party or parties do not agree to the challenge and/or the challenged member of the Dispute Panel does not withdraw, the Chairperson of the Committee shall determine the challenge. If the member of the Dispute Panel being challenged is the Chairperson of the Committee, then the other two members of the Dispute Panel will determine the challenge.
- 8.4 In the event that the procedure for the formation of the Dispute Panel fails, the Chairperson of the Committee shall make such appointments as are necessary.
- 8.5 Each Dispute Panel shall have a Chairperson, who shall be appointed by the Chairperson of the Committee and will either be the Chairperson of the Committee or one of the individuals identified in paragraph 3.3.2 or paragraph 3.3.3.
- 8.6 The appointment of a person as a member of a Dispute Panel in relation to a particular dispute or disputes shall not, of itself, preclude the appointment of the same person to a separate Dispute Panel constituted at the same time in respect of any other dispute or disputes involving the same or different parties or issues.

9 CONDUCT OF PROCEEDINGS BEFORE A DISPUTE PANEL

- 9.1 The procedure to be followed in proceedings before a Dispute Panel shall be at the discretion of that Dispute Panel, provided always that each party is given a fair opportunity to present its case. Once a Dispute Panel has been duly constituted, all appointed members shall consult with each other to determine, in light of that principle, an appropriate procedure for resolving the particular dispute or disputes before them. Unless the Dispute Panel determines otherwise, the procedure shall comprise the receipt and consideration of written submissions (including any evidence relied on) from the parties and, where the Dispute Panel deems it appropriate, an oral hearing, which may be in person or via telephone or video conference.
- 9.2 Where the Dispute Panel considers it appropriate, for example, in the case of a dispute which relates to an ICC Event and arises within 30 days of the start of that ICC Event, the Dispute Panel may instigate an expedited procedure for the resolution of the dispute. The Dispute Panel shall also have the power in all cases (expedited or otherwise) to grant provisional interim relief for good cause shown.

- 9.3 Unless the Dispute Panel determines otherwise, its proceedings shall be conducted in private. The parties and any other person participating in the proceedings shall not disclose to any third party any facts or other information relating to the dispute or the proceedings without the express consent of the Dispute Panel.
- 9.4 The parties shall be entitled to provide reliable evidence in support of their respective cases. In addition, the Dispute Panel shall be entitled to call for such evidence and in such form, whether verbal, written, or otherwise recorded as it may (in its absolute discretion) deem necessary for the proper discharge of its duties, and all parties shall provide all such evidence and do all such things as are within their power to facilitate the discharge of the Dispute Panel's functions. Without limiting the generality of the foregoing, each party shall provide copies of all such documents as may reasonably be requested by the Dispute Panel.
- 9.5 The strict rules of evidence in judicial or other proceedings shall not apply to proceedings before the Dispute Panel, which will be entitled to consider any evidence submitted or provided and give such weight to it as it reasonably thinks fit.
- 9.6 The parties may be represented or assisted by persons of their choice, such representation to be at their own cost. Any other person giving oral evidence to the Dispute Panel shall be entitled to be accompanied by an adviser/lawyer, at their own cost.
- 9.7 Subject to paragraph 1.3 above, the Dispute Panel shall determine its own jurisdiction and rule whether or not any particular person or body may participate as a party to the proceedings or in any other capacity.
- 9.8 All documentation or other evidence obtained, used or generated by the Dispute Panel shall be kept by the ICC General Counsel in a secure place for a period of not less than 6 years. Thereafter it may be retained or destroyed as the ICC Board shall, at its absolute discretion, determine.
- 9.9 Proceedings before a Dispute Panel shall be conducted in the English language, unless the Dispute Panel rules otherwise for good cause shown. Although the seat of the proceedings shall be London, England, for purpose of application of the Arbitration Act 1996 (further to paragraph 2.2, above), hearings shall take place either in London, England or in Dubai, UAE, as the Chairperson of the Dispute Panel decides, unless the Dispute Panel orders otherwise for good cause shown by either party.
- 9.10 The Dispute Panel shall have full power to determine the facts and substantive law applicable to the dispute, save that:
- 9.10.1 in proceedings to which the ICC or any Associated Company, or any director, committee member, officer or employee of the ICC is a party, the substantive law applicable to the dispute shall be English law; and
- 9.10.2 to the extent that a matter arises which properly falls within the sole jurisdiction of another person or body, the Dispute Panel shall not rule upon such matter but shall issue such directions as may be appropriate (including an adjournment) to ensure that all matters relevant to the resolution of the dispute are taken into account and decided, where necessary. The Dispute Panel shall take due account of and shall apply, where appropriate, any findings or decisions of other persons or bodies which are binding on one or more of the parties.

10 THE DECISION

- 10.1 Unless the parties agree to settle their dispute in the meantime, the Dispute Panel shall decide the outcome of the case following deliberation in private. They shall endeavour to decide unanimously but majority decision will suffice. No member of the Dispute Panel may abstain from voting on the outcome of any dispute, but any

member may record a dissenting opinion which may be attached to the majority decision with the permission of the Chairperson of the Dispute Panel.

- 10.2 If any member of the Dispute Panel fails or is unable to complete the proceedings in the manner prescribed in these Terms of Reference, the remaining members (of which there must be at least two) may proceed in his absence and reach a decision. If, when considering its decision, the Dispute Panel is unable to reach a clear majority view, the Chairperson of the Dispute Panel shall have the casting vote.
- 10.3 There shall be written reasons given for the decision, which shall be submitted to the parties (with a copy to the ICC Board for its information only) on such date as may be determined by the Dispute Panel in its absolute discretion. The decision of the Dispute Panel may be published by the ICC if so ordered by the Dispute Panel. Any such publication shall be effected through the uploading of the decision to the ICC's website and may also include the dissemination of the decision by way of a media release.
- 10.4 Subject to paragraph 2.3, the decision of the Dispute Panel shall be non-appealable and shall remain the full and final decision in relation to the matter and binding on all parties.

11 COSTS AND EXPENSES

- 11.1 The Chairperson and any member of a Dispute Panel shall be entitled to such fees and expenses as may be determined by the ICC Board from time to time.
- 11.2 The Dispute Panel shall have the power but not the obligation to make such order against one or more of the parties as it considers appropriate as to the costs of the dispute, which may include:
- 11.1.1 the fees and expenses of the members of the Dispute Panel in respect of the dispute;
 - 11.1.2 the costs of staging any hearings; and/or
 - 11.1.2 the parties' legal and other costs in the dispute, including administrative costs (if any).
- 11.3 The Dispute Panel shall have the power to assess or determine costs (either summarily or upon detailed representations by the parties) if requested to do so by any party.
- 11.4 Subject to any contrary order of the Dispute Panel for good cause shown, the parties to the dispute shall be equally responsible for all administrative costs and expenses properly incurred directly or indirectly by the Dispute Panel or any member acting in the Dispute Panel.
- 11.5 The Dispute Panel shall have the power but not the obligation, upon the application of a party and after giving all other parties a reasonable opportunity to respond to such application, to order any party to provide or procure security for any or all of the costs of the dispute (as set out in paragraph 11.2 above) by way of deposit or bank guarantee or in any other manner and upon such terms as the Dispute Panel considers appropriate in the circumstances.

12 GENERAL PROVISIONS

- 12.1 The ICC hereby agrees to indemnify and keep indemnified each Committee member from and against all liabilities, obligations, losses, damages, suits and expenses which may be incurred by or asserted against the Committee member in his/her capacity as such, provided that such indemnity shall not extend to those liabilities, obligations, losses, suits and expenses which may be incurred as a result of any negligence, fraud or wilful misconduct of the Committee member.



- 12.2 These Terms of Reference shall 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 Committee itself) to ensure that they remain fit for purpose.
- 12.3 These Terms of Reference are approved by the ICC Board on 4 February 2016 and will come into full force and effect immediately upon such approval. Any subsequent amendment 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.

4 February 2016 (as amended on 25 October 2017 and further amended on 13 November 2022)