

TERMS OF REFERENCE ICC CODE OF CONDUCT COMMISSION

Capitalised terms in these Terms of Reference shall have the following meanings ascribed to them:

“**Anti-Corruption Tribunal**” has the meaning ascribed to it in the ICC’s Anti-Corruption Code for Participants.

“**Appeal Commission**” has the meaning ascribed to it in the ICC Pitch and Outfield Monitoring Process.

“**Appeal Panel**” has the meaning ascribed to it in (as applicable): (a) the ICC Code of Conduct for Players and Player Support Personnel; (b) the ICC Anti-Discrimination Code for Players and Player Support Personnel, or (c) the ICC Player Eligibility Regulations.

“**Associate Member**” means any National Cricket Federation with associate member status of the ICC.

“**Chairperson**” means the Chairperson of the Commission.

“**Full Member**” means any National Cricket Federation with full member status of the ICC.

“**ICC Chairperson**” means the Chairperson of the ICC.

“**ICC Chief Executive**” means the person appointed by the ICC from time to time to act as the ICC’s Chief Executive Officer (or his/her designee).

“**ICC’s General Counsel**” means the person appointed by the ICC from time to time to act at the ICC’s General Counsel (or his/her designee).

“**Judicial Commissioner**” has the meaning ascribed to it in (as applicable): (a) the ICC Code of Conduct for Players and Player Support Personnel; (b) the ICC Anti-Discrimination Code for Players and Player Support Personnel; (c) the ICC Player Eligibility Regulations.

“**National Cricket Federation**” 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).

1. REMIT AND RESPONSIBILITY

1.1 The Code of Conduct Commission (the “**Commission**”) is established as a committee of the International Cricket Council (“**ICC**”) 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 Commission is **established to assist the ICC Board** in relation to enquiring into conduct which is prejudicial to the interests of the game of cricket. In particular, the members of the Commission will (where so appointed):

- (a) act as Judicial Commissioners for the purposes of hearing cases brought pursuant to, and in accordance with:
 - (i) the ICC Code of Conduct for Players and Player Support Personnel;
 - (ii) the ICC Anti-Discrimination Code for Players and Player Support Personnel;
 - (iii) the ICC Player Eligibility Regulations;

- (iv) any other applicable rules, codes or policies approved by the ICC Board and in force from time to time;
 - (b) act as members of an Appeal Panel for the purposes of hearing appeals brought pursuant to, and in accordance with:
 - (i) the ICC Code of Conduct for Players and Player Support Personnel;
 - (ii) the ICC Anti-Discrimination Code for Players and Player Support Personnel;
 - (iii) the ICC Player Eligibility Regulations;
 - (c) act as members of the Anti-Corruption Tribunal for the purposes of hearing cases brought pursuant to, and in accordance with, the ICC Anti-Corruption Code for Participants.
 - (d) act as Appeal Commissioners for the purposes of hearing appeals pursuant to, and in accordance with, the ICC Pitch and Outfield Monitoring Process;
 - (e) act as members of the Ethics Tribunal for the purposes of hearing cases brought pursuant to, and in accordance with, the ICC Code of Ethics; and
 - (f) consider any other matter which is referred to it (or them) by the ICC Board.
- 1.3 The particular roles and responsibilities of the members of the Commission, and the processes and procedures to be followed by them in any case to which they are appointed will be prescribed by the relevant ICC Regulations. In circumstances where the Commission is asked to investigate a matter by the ICC Board pursuant to paragraph 1.2(f) above, the procedure to be followed during such investigation will be at the discretion of the Chairperson, provided that the investigation and any hearing conducted as part of the investigation is conducted in a manner that affords all parties concerned a fair and reasonable opportunity to present evidence, present his/her/its case and address any hearing.
- 1.4 In the discharge of its remit and responsibilities, the Commission shall have the authority to request from the ICC or any Member (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.
- 1.5 In support of the Commission's activities, all Members have agreed to submit to the jurisdiction of and cooperate with the Commission in the discharge of its functions and do all such things as are reasonably within their power to facilitate the discharge of the Commission's functions.

2. MEMBERSHIP

- 2.1 The membership of the Commission (which shall reflect the diversity of the ICC and its Members including, without limitation, on the basis of geography and gender) shall consist of the following:
- (a) a Chairperson, appointed by the ICC Board;
 - (b) at least ten additional members, proposed by the ICC Chief Executive (in consultation with the Chairperson) and appointed by the ICC Board, who must together meet the following criteria:
 - (i) at least five of them must be qualified practicing lawyers or former judicial office holders with significant experience in sports disputes, at least one from each of the five ICC regions (namely Africa, Americas, Asia, East-Asia Pacific and Europe); and
 - (ii) they all should have a good and sufficient understanding of the game of cricket and should be people of considerable standing and repute and held in high regard generally.

- 2.2 The Chairperson should be someone who the ICC Board considers: (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; and (c) is a person of international standing and repute and held in high regard generally. The Chairperson shall serve an initial three year term, and shall automatically be re-appointed by the ICC Board thereafter until otherwise notified. There shall be no maximum term of appointment for the Chairperson.
- 2.3 All other members of the Commission shall serve an initial three year term and shall be eligible for re-appointment by the ICC Board at the end of that term, provided that he or she shall not serve more than three consecutive terms.
- 2.4 Without prejudice to the provisions of paragraphs 2.2 and 2.3, the ICC Board may, in its absolute discretion, extend the appointment of any Chairperson or Commission member where such Chairperson or Commission member is involved in any specific matter which is uncompleted at the end of the term of his/her appointment until but not beyond the completion of such specific matter.
- 2.5 No Commission member, including the Chairperson, may be an officer, employee or agent of the ICC or any Member, and neither should he/she be a member of the ICC Board. Further, no person who is a current player, umpire, referee or team official or who is otherwise appointed, employed, associated or connected in such a way as may reasonably give rise to a potential conflict of interest shall be eligible for nomination as a Commission member.
- 2.6 All Commission 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 Commission member.

3. REMOVAL AND REPLACEMENT OF COMMISSION MEMBERS

- 3.1 Without prejudice to the provisions of paragraphs 2.2 and 2.3, the office of Chairperson and/or Commission member shall be vacated if:
- (a) he/she resigns his/her office by notice in writing delivered to the ICC Chief Executive;
 - (b) he/she refuses to enter into or breaches the confidentiality undertaking required under paragraph 2.6 above and the ICC Board resolves that his/her office be vacated;
 - (c) the ICC Board resolves that he/she is by reason of sickness no longer able to perform the functions of Chairperson or Commission member or he/she becomes a patient for any purpose of any law or statute relating to mental ill-health; or
 - (d) 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 Commission.
- 3.2 In the event of the death of the Chairperson or in the event that the office of Chairperson be 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.
- 3.3 In the event of the death of a Commission member or in the event that the office of a Commission member be vacated for any reason, the ICC Board shall, as soon as reasonably practicable, appoint a replacement representative either for the remainder of the term of office of the Commission member who has died or been replaced or for a period of three years.

3.4 In addition to the above, the Commission may utilize the services of the ICC's General Counsel (or such other members of ICC management) to assist the Commission as may be appropriate from time to time.

4. PERFORMANCE OF DUTIES

4.1 All matters discussed, papers prepared and materials disclosed as part of the Commission's activities are strictly confidential and shall not be disclosed to any third party without the consent of the ICC Chief Executive unless it is required by law or such information is already within the public domain, such obligation of confidentiality to continue even after any relevant period of appointment has expired.

4.2 All information provided to the Commission shall, unless otherwise agreed by the ICC Chief Executive in advance, become and remain the property of ICC even after any relevant period of appointment has expired.

4.3 In performing their duties and functions described in these Terms of Reference, each Commission member will act in the best interests of the game of cricket and in accordance with their individual responsibilities under any relevant ICC regulations and, in particular, the ICC Code of Ethics.

5. GENERAL PROVISIONS

5.1 Any member of the Commission may, with the approval of the ICC Chairperson or Chief Executive, obtain such external third party professional advice (eg from experts, consultants 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 Commission shall be entitled to have all reasonable costs and expenses that they incur in the performance of their functions as a member of the Commission (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 Commission from and against all liabilities, obligations, losses, damages, suits and expenses which may be incurred by or asserted against the Commission 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 Commission 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 Commission 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 18 November 2020 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.

18 November 2020