

The Cricket West Indies Anti-Corruption Code for Players and Player Support Personnel

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For information regarding this Anti-Corruption Code, please contact:

Ms. Ayana Cooper
Cricket West Indies
P.O. Box 616W, Factory Road, St. John's Antigua,
W.I. acooper@cricketwestindies.org

Tel (switchboard): +1(268) 481 – 2450/1
Confidential anti-corruption direct line: +1(268) 481 - 3454
Confidential anti-corruption facsimile: +1(268) 481 - 2498
Confidential anti-corruption e-mail: anti-corruption@cricketwestindies.org

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Cricket West Indies – ANTI-CORRUPTION CODE FOR PLAYERS AND PLAYER SUPPORT PERSONNEL

ARTICLE 1 INTRODUCTION, SCOPE AND APPLICATION

1.1 The *Cricket West Indies (CWI)* has adopted this Anti-Corruption Code in recognition of the following fundamental sporting imperatives:

1.1.1 All cricket matches are to be contested on a level playing-field, with the outcome to be determined solely by the respective merits of the competing teams and to remain uncertain until the cricket match is completed. This is the essential characteristic that gives sport its unique appeal.

1.1.2 Public confidence in the authenticity and integrity of the sporting contest is therefore vital. If that confidence is undermined, then the very essence of cricket will be shaken to the core. It is the determination to protect that essence of cricket that has led the *CWI* to adopt this Anti-Corruption Code.

1.1.3 Advancing technology and increasing popularity have led to a substantial increase in the amount, and the sophistication, of betting on cricket matches. The development of new betting products, including spread-betting and betting exchanges, as well as internet and phone accounts that allow people to place a bet at any time and from any place, even after a cricket match has started, have all increased the potential for the development of corrupt betting practices. That, in turn, increases the risk that attempts will be made to involve participants in such practices. Even where that risk is more theoretical than practical, its consequence is to create a perception that the integrity of the sport is under threat.

1.1.4 Furthermore, the nature of this type of misconduct is such that it is carried out under cover and in secret, thereby creating significant challenges for *Cricket West Indies* in the enforcement of rules of conduct. As a consequence, the *CWI* needs to be empowered to seek information from and share information with competent authorities and other relevant third parties, and to require *Players* and *Player Support Personnel* to cooperate fully with all investigations and requests for information.

1.1.5 *Cricket West Indies* is committed to taking every step in its power to prevent corrupt betting practices undermining the integrity of the sport of cricket, including any efforts to influence improperly the outcome or any other aspect of *any Match or Event*.

1.2 This Anti-Corruption Code is to be interpreted and applied by reference to the fundamental sporting imperatives described in Article 1.1. This includes but is not limited to cases where an issue arises that is not expressly addressed in this Anti-Corruption Code. Such interpretation and application shall take precedence over any strict legal or technical interpretations of this Anti-Corruption Code that may otherwise be proposed.

1.3 All *Players* and *Player Support Personnel* are automatically bound by and required to comply with all of the provisions of this Anti-Corruption Code. For the avoidance of any doubt, by their participation (in the case of a *Player*) or assistance in a *Player's* participation (in the case of a *Player Support Personnel*) in a *Match or Event* that (a) is played in whole or in part in the geographical jurisdiction of the *CWI*, and/or (b) is organised or administered in any way (directly or indirectly) by *CWI*, and/or (c) involves teams that are members of or affiliated to *CWI* such *Players* and *Player Support Personnel* shall be deemed to have agreed:

1.3.1 for the purposes of applicable data protection and other laws and for all other purposes, to have consented to the collection, processing, disclosure and use of information relating to him/herself and his/her activities, including personal information relating to him/herself and his/her activities, to the extent expressly permitted under the terms of this Anti-Corruption Code, and shall confirm such agreement in writing upon demand;

- 1.3.2** that it is their personal responsibility to familiarise themselves with all of the requirements of this Anti-Corruption Code, including what conduct constitutes an offence under this Anti-Corruption Code, and to comply with those requirements;
- 1.3.3** to submit to the authority of the *CWI* to adopt, apply, monitor and enforce this Anti-Corruption Code;
- 1.3.4** to submit to the exclusive jurisdiction of any *Anti-Corruption Tribunal* convened under this Anti-Corruption Code to hear and determine charges brought by the *Designated Anti-Corruption Official* (or his/her designee) on behalf of the *CWI* and/or related issues under this Anti-Corruption Code;
- 1.3.5** to submit to the exclusive jurisdiction of any *CAS* panel convened under this Anti-Corruption Code to hear and determine appeals made pursuant to this Anti-Corruption Code; and
- 1.3.6** not to bring any proceedings in any court or other forum that are inconsistent with the foregoing submissions to the jurisdiction of this *Anti-Corruption Tribunal* and the *CAS*.
- 1.4** Each *Player* and *Player Support Personnel* shall continue to be bound by and required to comply with this Anti-Corruption Code so long as he/she falls within either of the respective definitions of those terms. Notwithstanding the foregoing, *CWI* shall continue to have jurisdiction over him/her pursuant to this Anti-Corruption Code after he/she has ceased to fall within the relevant definition in respect of matters taking place while he/she fell within the relevant definitions.
- 1.5** Without prejudice to Articles 1.3 and 1.4, the *CWI* shall be responsible for promoting Anti-Corruption Code awareness and education amongst all *Players* and *Player Support Personnel*.
- 1.6** It is acknowledged that certain *Players* and *Player Support Personnel* may also be subject to separate anti-corruption rules of the *ICC* and/or other *National Cricket Federations*, and that the same conduct of such *Players* and *Player Support Personnel* may implicate not only this Anti-Corruption Code but also such other anti-corruption rules that may apply. In cases where there have been offences under this Anti-Corruption Code and under the anti-corruption rules of the *ICC* and/or one or more other *National Cricket Federations*, the *CWI* will liaise with the *ICC* and those other *National Cricket Federations* in order to determine the appropriate course. For the avoidance of any doubt, *Players* and *Player Support Personnel* acknowledge and agree that: (a) this Anti-Corruption Code is not intended to limit the responsibilities of any *Player* or *Player Support Personnel* under any other rules; (b) nothing in this Anti-Corruption Code shall be capable of removing, superseding or amending in any way the jurisdiction of the *ICC* (or any tribunal appointed under its anti-corruption rules) and/or *CAS* panel to determine matters properly arising under the *ICC*'s anti-corruption rules.
- 1.7** The conduct prohibited under this Anti-Corruption Code may also be a criminal offence and/or a breach of other applicable laws or regulations. This Anti-Corruption Code is intended to supplement such laws and regulations with further rules of professional conduct for those involved in the sport of cricket. It is not intended, and should not be interpreted, construed or applied, to prejudice or undermine in any way the application of such laws and regulations. *Players* and *Player Support Personnel* must comply with all applicable laws and regulations at all times.
- 1.8** The *CWI* shall keep the *ICC* apprised of all investigations and proceedings being conducted under this Anti-Corruption Code.
- 1.9** Unless otherwise indicated, references in this Anti-Corruption Code to Articles and Appendices are to articles and appendices of this Anti-Corruption Code. Words in italicised text in this Anti-Corruption Code are defined terms and their respective definitions are set out in Appendix 1.

ARTICLE 2 OFFENCES UNDER THIS ANTI-CORRUPTION CODE

The conduct described in Articles 2.1 – 2.4, if committed by a *Player* or *Player Support Personnel*, shall amount to an offence by such *Player* or *Player Support Personnel* under this Anti-Corruption Code:

2.1 Corruption:

- 2.1.1 Fixing or contriving in any way or otherwise influencing improperly, or being a party to any effort to fix or contrive in any way or otherwise influence improperly, the result, progress, conduct or any other aspect of any *Match* or *Event*.

NOTE: *It shall not be an offence under Article 2.1.1 to manipulate Matches for strategic or tactical reasons (such as where a Player performs in a certain manner to enable his team to lose a pool Match in an Event in order to affect the standings of other teams in that Event). However, such conduct may be prohibited under other regulations of Cricket West Indies.*

- 2.1.2 Seeking, accepting, offering or agreeing to accept any bribe or other *Reward* to fix or to contrive in any way or otherwise to influence improperly the result, progress, conduct or any other aspect of any *Match* or *Event*.

- 2.1.3 Failing or refusing, for *Reward*, to perform to one's abilities in a *Match*.

- 2.1.4 Soliciting, inducing, enticing, instructing, persuading, encouraging or facilitating (a) any *Player* or *Player Support Personnel* to commit an offence under any of the foregoing provisions of this Article 2.1 and/or (b) any other person to do any act that would be an offence if that person were a *Player* or *Player Support Personnel*.

2.2 Betting:

- 2.2.1 Placing, accepting, laying or otherwise entering into any *Bet* with any other party (whether individual, company or otherwise) in relation to the result, progress, conduct or any other aspect of any *Match* or *Event*.

- 2.2.2 Soliciting, inducing, enticing, instructing, persuading, encouraging, facilitating or authorising any other party to enter into a *Bet* for the direct or indirect benefit of the *Player* or *Player Support Personnel* in relation to the result, progress, conduct or any other aspect of any *Match* or *Event*.

- 2.2.3 Ensuring the occurrence of a particular incident in a *Match* or *Event*, which occurrence is to the *Player* or *Player Support Personnel's* knowledge the subject of a *Bet* and for which he/she expects to receive or has received any *Reward*.

2.3 Misuse of Inside Information:

- 2.3.1 Using, for *Betting* purposes, any *Inside Information*.

- 2.3.2 Disclosing *Inside Information* to any person (with or without *Reward*) before or during any *Match* or *Event* where the *Player* or *Player Support Personnel* might reasonably be expected to know that disclosure of such information in such circumstances could be used in relation to *Betting*.

NOTE: *Any potential offence under this Article will be considered on its own set of facts and the particular circumstances surrounding any relevant disclosure. For example, it may be an offence under this clause to disclose Inside Information: (a) to journalists or other members of the media; and/or (b) on social networking websites where the Player or Player Support Personnel might reasonably be expected to know that disclosure of such information in such circumstances could be used in relation to Betting. However, nothing in this Article is intended to prohibit any such disclosure made within a personal relationship (such as to a member of the Player's/Player Support Personnel's family) where it is reasonable for the Player or Player Support Personnel to expect that such information can be disclosed in confidence and without being subsequently used for Betting.*

- 2.3.3 Soliciting, inducing, enticing, persuading, encouraging or facilitating (a) any *Player* or *Player Support Personnel* to commit an offence under any of the foregoing provisions of this Article 2.3 and/or (b) any other person to do any act that would be an offence if that person were a *Player* or *Player Support Personnel*.

2.4 General:

- 2.4.1 Providing or receiving any gift, payment or other benefit (whether of a monetary value or otherwise) in circumstances that the *Player* or *Player Support Personnel* might reasonably have expected could bring him/her or the sport of cricket into disrepute.

NOTE: *This Article is only intended to catch 'disrepute' that, when considered in all of the relevant circumstances, relates (directly or indirectly) to any of the underlying imperatives of and conduct prohibited by this Anti-Corruption Code (including as described in Article 1.1).*

Where any substantial gift, payment or other benefit is received by any Player or Player Support Personnel from an unknown person or organisation and/or for no apparent reason, such Player or Player Support Personnel is advised to report such receipt to the Designated Anti-Corruption Official (or his/her designee). Where such Player or Player Support Personnel does not make such a report, then that is likely to constitute strong evidence (which the Player or Player Support Personnel will have the opportunity of rebutting) of the commission of this offence.

- 2.4.2 Failing or refusing to disclose to the *Cricket West Indies* (without undue delay) full details of any approaches or invitations received by the *Player* or *Player Support Personnel* to engage in conduct that would amount to a breach of this Anti-Corruption Code.

- 2.4.3 Failing or refusing to disclose to the *Cricket West Indies* (without undue delay) full details of any incident, fact, or matter that comes to the attention of a *Player* or *Player Support Personnel* that may evidence an offence under this Anti-Corruption Code by a third party, including (without limitation) approaches or invitations that have been received by any other party to engage in conduct that would amount to a breach of this Anti-Corruption Code.

NOTE: *All Players and Player Support Personnel shall have a continuing obligation to report any new incident, fact, or matter that may evidence an offence under this Anti-Corruption Code to the Cricket West Indies, even if the Player's or Player Support Personnel's prior knowledge has already been reported.*

- 2.4.4 Failing or refusing, without compelling justification, to cooperate with any reasonable investigation carried out by the *Designated Anti-Corruption Official* (or his/her designee) in relation to possible offences under this Anti-Corruption Code, including failure to provide any information and/or documentation requested by the *Designated Anti-Corruption Official* (or his/her designee) (whether as part of a formal *Demand* pursuant to Article 4.3 or otherwise) that may be relevant to such investigation.

2.5 For the purposes of this Article 2:

- 2.5.1 Any attempt by a *Player* or *Player Support Personnel*, or any agreement between (a) a *Player* and/or *Player Support Personnel* and (b) any other person, to act in a manner that would culminate in the commission of an offence under this Anti-Corruption Code, shall be treated as if an offence had been committed, whether or not such attempt or agreement in fact resulted in the commission of such offence. However, there shall be no offence under this Anti-Corruption Code where the *Player* or *Player Support Personnel* renounces the attempt or agreement prior to it being discovered by a third party not involved in the attempt or agreement.

- 2.5.2 A *Player* or *Player Support Personnel* who authorises, causes, knowingly assists, encourages, aids, abets, covers up or is otherwise complicit in any acts or omissions of

the type described in Articles 2.1 – 2.4 committed by his/her coach, trainer, manager, agent, family member, guest or other affiliate or associate shall be treated as having committed such acts or omissions himself and shall be liable accordingly under this Anti-Corruption Code.

- 2.6** The following are not relevant to the determination of whether an offence has been committed under this Anti-Corruption Code (although they may be relevant to the issue of the sanction to be imposed under Article 6 in the event that it is determined that an offence has been committed):
- 2.6.1** Whether or not the *Player* him/herself was participating, or a *Player* assisted by the *Player Support Personnel* was participating, in the specific *Match* or *Event* in question.
 - 2.6.2** The nature or outcome of any *Bet(s)* in issue.
 - 2.6.3** The outcome of the *Match(es)* or *Event(s)* on which such *Bet* was made.
 - 2.6.4** Whether or not the *Player's* or *Player Support Personnel's* efforts or performance (if any), or the efforts or performance of any other player or other person, in the *Match(es)* or *Event(s)* in issue were (or could be expected to have been) affected by the acts or omissions in question.
 - 2.6.5** Whether or not any of the results in the *Match(es)* or *Event(s)* in issue were (or could be expected to have been) affected by the act or omissions in question.
- 2.7** It shall be a valid defence to a charge of an offence under this Anti-Corruption Code to prove, on the balance of probabilities, that the alleged offence was committed (and that it was not reported to the *CWI* thereafter) due to the *Player* or *Player Support Personnel's* honest and reasonable belief that there was a serious threat to his/her life or safety or to the life or safety of any other person.

ARTICLE 3 STANDARD OF PROOF AND EVIDENCE

- 3.1** Unless otherwise described herein, the burden of proof shall be on the *Designated Anti-Corruption Official* (or his/her designee) and the standard of proof in all cases brought under this Anti-Corruption Code shall be whether the *Anti-Corruption Tribunal* is comfortably satisfied, bearing in mind the seriousness of the allegation that is being made, that the alleged offence has been committed. This standard of proof in all cases shall be determined on a sliding scale from, at a minimum, a mere balance of probability (for the least serious offences) up to proof beyond a reasonable doubt (for the most serious offences).
- 3.2** The *Anti-Corruption Tribunal* shall not be bound by judicial rules governing the admissibility of evidence. Instead, facts relating to an offence under this Anti-Corruption Code may be established by any reliable means, including admissions. The following rules of proof shall be applicable at hearings and in the proceedings generally:
- 3.2.1** The *Anti-Corruption Tribunal* shall have discretion to accept any decision of a court or professional disciplinary tribunal of competent jurisdiction that is not the subject of a pending appeal and in which certain facts are established as irrebuttable evidence against the *Player* or *Player Support Personnel* to whom the decision pertained of those facts, unless the *Player* or *Player Support Personnel* establishes that the decision violated principles of natural justice.
 - 3.2.2** The *Anti-Corruption Tribunal* may draw an inference adverse to the *Player* or *Player Support Personnel* who is asserted to have committed an offence under this Anti-Corruption Code based on his/her failure or refusal, without compelling justification, after a request made in a reasonable time in advance of any hearing, to appear at the hearing (either in person or telephonically as directed by the *Anti-Corruption Tribunal*) and to answer any relevant questions.

ARTICLE 4 INVESTIGATIONS AND NOTICE OF CHARGE

- 4.1** Any allegation or suspicion of a breach of this Anti-Corruption Code, whatever the source, shall be referred to the *Designated Anti-Corruption Official* (or his/her designee) for investigation and possible charge in accordance with Article 4.5.
- 4.2** The *Designated Anti-Corruption Official* (or his/her designee) may conduct investigations into the activities of any *Player* or *Player Support Personnel* who he/she believes may have committed an offence under this Anti-Corruption Code. Such investigations may be conducted in conjunction with, and information obtained in such investigations may be shared with, the ICC and/or other *National Cricket Federations* and/or other relevant authorities (including criminal justice, administrative, professional and/or judicial authorities) and all *Players* and *Player Support Personnel* must cooperate fully with such investigations. The *Designated Anti-Corruption Official* (or his/her designee) shall have discretion, where he/she deems appropriate, to stay his/her own investigation pending the outcome of investigations being conducted by the ICC and/or other *National Cricket Federations* and/or other relevant authorities.
- 4.3** As part of any such investigation, if the *Designated Anti-Corruption Official* (or his/her designee) reasonably suspects that a *Player* or *Player Support Personnel* (or a third party whose actions may be imputed to the *Player* or *Player Support Personnel*) has committed an offence under this Anti-Corruption Code, he/she may make a written demand to such *Player* or *Player Support Personnel* (a "**Demand**") to furnish to him/her with any information that is reasonably related to the alleged offence, including, without limitation: (a) copies or access to all records relating to the alleged offence (such as telephone records, Internet services records and/or other records stored on computer hard drives or other information storage equipment); and/or (b) a written statement made by the *Player* or *Player Support Personnel* setting out in detail all of the facts and circumstances of which the *Player* or *Player Support Personnel* is aware with respect to the alleged offence. Provided that any such Demand has been issued in accordance with this Article 4.3, the *Player* or *Player Support Personnel* shall cooperate fully with such Demand, including by furnishing such information within such reasonable period of time as may be determined by the *Designated Anti-Corruption Official* (or his/her designee), which in any event, should be no earlier than fourteen days after the *Player's* or *Player Support Personnel's* receipt of the Demand. Where appropriate, the *Player* or *Player Support Personnel* may seek an extension of such deadline by providing the *Designated Anti-Corruption Official* (or his/her designee) with cogent reasons to support an extension, provided that the decision to grant or deny such extension shall be at the ultimate discretion of the *Designated Anti-Corruption Official* (or his/her designee), acting reasonably at all times.
- 4.4** Subject to the various obligations on the Cricket West Indies in this Anti-Corruption Code to report matters to the ICC, any information furnished to the *Designated Anti-Corruption Official* (or his/her designee) (whether as part of an investigation or pursuant to a specific Demand) will not be used for any reason other than pursuant to this Anti-Corruption Code and will be kept strictly confidential except when:
- 4.4.1** it becomes necessary to disclose such information in support of a charge of an offence under this Anti-Corruption Code;
 - 4.4.2** such information is required to be disclosed by any applicable law;
 - 4.4.3** such information is already published or a matter of public record, readily acquired by an interested member of the public, or disclosed according to the rules and regulations governing the relevant *Match* or *Event*; and/or
 - 4.4.4** such information may also amount to evidence of infringements of other applicable laws or regulations (in which case the *Designated Anti-Corruption Official* (or his/her designee) may share such information with the competent authorities -- including the ICC, other *National Cricket Federations* and/or any applicable police, taxation, fraud, criminal intelligence or other authorities -- whether pursuant to formal information-sharing agreements with such authorities or otherwise).

4.5 Where, following an investigation, the *Designated Anti-Corruption Official* (or his/her designee) determines that there is a case to answer under Article 2, then the *Player* or *Player Support Personnel* shall be sent written notice of the following (the “**Notice of Charge**”), which will be copied to the *ICC*:

- 4.5.1** that the *Player* or *Player Support Personnel* has a case to answer under Article 2;
- 4.5.2** the specific offence(s) that the *Player* or *Player Support Personnel* is alleged to have committed;
- 4.5.3** details of the alleged acts and/or omissions relied upon in support of the charge;
- 4.5.4** the range of sanctions applicable under this Anti-Corruption Code if it is established that the *Player* or *Player Support Personnel* has committed the offence(s) charged;
- 4.5.5** (where applicable) the matters relating to *Provisional Suspension* specified at Article 4.6; and
- 4.5.6** the matters relating to responding to a *Notice of Charge* specified at Article 4.7.

4.6 ***Provisional Suspension***

4.6.1 Where the *Designated Anti-Corruption Official* (or his/her designee) decides to charge a *Player* or *Player Support Personnel* with an offence under this Anti-Corruption Code, he/she shall have the discretion, in circumstances where he/she considers (a) that there is a strong, arguable case against the *Player* or *Player Support Personnel* on the charges that are made against him/her, and (b) that, in such circumstances, the integrity of the sport could otherwise be seriously undermined, to *Provisionally Suspend* the *Player* or *Player Support Personnel* pending the *Anti-Corruption Tribunal's* determination of whether he/she has committed an offence. The *Designated Anti-Corruption Official* (or his/her designee) will notify the *Player* or *Player Support Personnel* (and the *ICC*) of the *Provisional Suspension*.

4.6.2 Where a *Provisional Suspension* is imposed, the *Player* or *Player Support Personnel* shall be given an opportunity to contest such *Provisional Suspension* in a *Provisional Hearing* taking place on a timely basis after its imposition. At any such *Provisional Hearing*, it shall be the burden of the *Designated Anti-Corruption Official* (or his/her designee) to establish: (a) that there is a strong, arguable case against the *Player* or *Player Support Personnel* on the charge(s) that have been made against him/her; and (b) that, in such circumstances, the integrity of the sport could be seriously undermined if a *Provisional Suspension* was not imposed against him/her. The Chairman of the *Disciplinary Panel* shall have the discretion to determine the appropriate procedure to be followed at any such *Provisional Hearing*, provided that the *Player* or *Player Support Personnel* is afforded a fair and reasonable opportunity to present evidence, address the Chairman of the *Disciplinary Panel* and present his/her case. The *ICC* will be notified of the *Provisional Hearing* and invited to attend and make any submissions it considers appropriate.

4.6.3 Regardless of whether a *Provisional Hearing* has been held pursuant to Article 4.6.2, where a full hearing under Article 5 has not been convened within three (3) months of the imposition of a *Provisional Suspension*, the *Player* or *Player Support Personnel* shall be entitled to apply to the Chairman of the *Disciplinary Panel* (sitting alone) to lift the *Provisional Suspension*. If such an application is made, it shall be the burden of the *Designated Anti-Corruption Official* (or his/her designee) to establish that there is/remains (a) a strong, arguable case against the *Player* or the *Player Support Personnel* on the charge(s) that have been made against him/her; and (b) a risk that the integrity of the sport could be seriously undermined if the *Provisional Suspension* was lifted. The Chairman of the *Disciplinary Panel* shall have discretion to determine the procedure for considering such application as he considers appropriate (including

whether to convene a hearing or to determine the matter on the papers), provided that the *Player* or *Player Support Personnel* is afforded a fair and reasonable opportunity to present evidence, address the Chairman of the *Disciplinary Panel* and present his/her case. The *ICC* will be notified in advance of any such application and invited to attend any hearing and/or make any submissions (orally and/or in writing) it considers appropriate.

- 4.6.4** No *Player* or *Player Support Personnel* who is the subject of any *Provisional Suspension* may, during the period of any *Provisional Suspension*, play, coach or otherwise participate or be involved in any capacity in any *Match* or any other kind of function, event or activity (other than authorised anti-corruption education or rehabilitation programmes) that is authorised, organised, sanctioned, recognised or supported in any way by the *CWI*, the *ICC*, another *National Cricket Federation* or any member of a *National Cricket Federation*. The *ICC* and other *National Cricket Federations* will be entitled to give effect to and enforce this Article 4.6.4 in their respective geographical jurisdictions.

4.7 Responding to a *Notice of Charge*

- 4.7.1** The *Notice of Charge* shall specify that, if the *Player* or *Player Support Personnel* wishes to exercise his/her right to a hearing before the *Anti-Corruption Tribunal*, he/she must submit a written request for such a hearing so that it is received by the *Designated Anti-Corruption Official* (or his/her designee) as soon as possible, but in any event within fourteen (14) days of the receipt by the *Player* or *Player Support Personnel* of the *Notice of Charge*. The request must also state how the *Player* or *Player Support Personnel* responds to the charge(s) and must explain (in summary form) the basis for such response.

- 4.7.2** If the *Player* or *Player Support Personnel* fails or refuses to file a written request for a hearing before the *Anti-Corruption Tribunal* by the deadline specified in Article 4.7.1 (or by any extended deadline that the *Designated Anti-Corruption Official* (or his/her designee) deems appropriate), then he/she shall be deemed to have:

- 4.7.2.1** waived his/her entitlement to a hearing;
- 4.7.2.2** admitted that he/she has committed the offence(s) under this Anti-Corruption Code specified in the *Notice of Charge*; and
- 4.7.2.3** acceded to the range of applicable sanctions specified in the *Notice of Charge*.

In such circumstances, a hearing before the *Anti-Corruption Tribunal* shall not be required. Instead, the *ICC* will be notified and the Chairman of the *Disciplinary Panel* (sitting alone) shall promptly consider the evidence (as well as any submissions made by the *Designated Anti-Corruption Official* and/or the *ICC*), make a determination and issue a public decision confirming the offence(s) under this Anti-Corruption Code specified in the *Notice of Charge* and the imposition of an applicable sanction within the range specified in the *Notice of Charge*. Before issuing that public decision, the Chairman of the *Disciplinary Panel* will provide written notice of that decision to the *Player's* or *Player Support Personnel*, the *Designated Anti-Corruption Official* and the *ICC*.

- 4.7.3** Where the *Player* or *Player Support Personnel* does request a hearing in accordance with Article 4.7.1, the matter shall proceed to a hearing in accordance with Article 5.

ARTICLE 5 THE DISCIPLINARY PROCEDURE

5.1 Hearings under this Anti-Corruption Code

- 5.1.1** Where the *Designated Anti-Corruption Official* (or his/her designee) alleges that a *Player* or *Player Support Personnel* has committed an offence under this Anti-Corruption Code, and the *Player* or *Player Support Personnel* denies the allegation, and/or disputes the sanctions to be imposed for such offence under this Anti-Corruption Code, then the matter shall be referred to the Chairman of the *Disciplinary Panel*.
- 5.1.2** The Chairman of the *Disciplinary Panel* shall appoint three members from the *Disciplinary Panel* (which may include the Chairman of the *Disciplinary Panel*) to form the *Anti-Corruption Tribunal* to hear each case. One member of the *Anti-Corruption Tribunal*, who shall be a lawyer, shall sit as the Chairman of the *Anti-Corruption Tribunal*. The appointed members shall be independent of the parties and shall have had no prior involvement with the case.
- 5.1.3** The Chairman of the *Anti-Corruption Tribunal* may convene a preliminary hearing with the *Designated Anti-Corruption Official* (or his/her designee) and his/her legal representatives (if any), together with the relevant *Player* or *Player Support Personnel* and his/her legal representatives (if any). If a preliminary hearing is to be convened, it should take place as soon as reasonably practicable and be by telephone conference call (unless the Chairman of the *Anti-Corruption Tribunal* determines otherwise). The *ICC* will be notified and invited to participate in any such preliminary hearing. The non-participation, without compelling justification, of the *Player* or *Player Support Personnel* or his/her representative at the preliminary hearing, after proper notice of the preliminary hearing has been provided, shall not prevent the Chairman of the *Anti-Corruption Tribunal* from proceeding with any such preliminary hearing, whether or not any written submissions are made on behalf of the *Player* or *Player Support Personnel*.
- 5.1.4** The purpose of any preliminary hearing shall be to allow the Chairman of the *Anti-Corruption Tribunal* to address any issues that need to be resolved prior to the hearing date. Whether or not a preliminary hearing is held, the Chairman of the *Anti-Corruption Tribunal* shall:
- 5.1.4.1** determine the date(s) upon which the full hearing shall be held. Save in exceptional circumstances or where the parties otherwise agree, the full hearing should take place no longer than forty (40) days after the receipt by the *Player* or *Player Support Personnel* of the *Notice of Charge*;
- 5.1.4.2** establish dates reasonably in advance of the date of the full hearing by which:
- (a) the *Designated Anti-Corruption Official* (or his/her designee) shall submit an opening brief with argument on all issues that the *Designated Anti-Corruption Official* (or his/her designee) wishes to raise at the hearing and a list of the witnesses that the *Designated Anti-Corruption Official* (or his/her designee) intends to call at the hearing (and a summary of the subject areas of the witness's anticipated testimony), and enclosing copies of the exhibits that the *Designated Anti-Corruption Official* (or his/her designee) intends to introduce at the hearing;
- (b) the *Player* or *Player Support Personnel* shall submit an answering brief, addressing the arguments of the *Designated Anti-Corruption Official* (or his/her designee) and setting out argument on the issues that he/she wishes to raise at the hearing, as well as a list of the witnesses that he/she intends to call at the hearing (and a summary of the subject areas of the

witness's anticipated testimony), and enclosing copies of the exhibits that he/she intends to introduce at the hearing;

- (c) the *Designated Anti-Corruption Official* (or his/her designee) may (at his/her discretion) submit a reply brief, responding to the answer brief of the *Player* or *Player Support Personnel* and listing any rebuttal witnesses that the *Designated Anti-Corruption Official* (or his/her designee) intends to call at the hearing (and a summary of the subject areas of such witness's anticipated testimony), and enclosing copies of any other exhibits that the *Designated Anti-Corruption Official* (or his/her designee) intends to introduce at the hearing; and
- (d) the *ICC* may submit a brief setting out any submissions, observations and/or evidence it considers appropriate and relevant; and

5.1.4.3 make such order as the Chairman of the *Anti-Corruption Tribunal* shall deem appropriate in relation to the production of relevant documents and/or other materials between the parties.

5.1.5 The *Player* or *Player Support Personnel* shall be required to raise at any preliminary hearing (or, if no preliminary hearing is held, within 72 hours of receiving notice of the identities of the members of the *Anti-Corruption Tribunal*) any legitimate objection that he/she may have to any of the members of the *Anti-Corruption Tribunal* convened to hear his/her case. Any unjustified delay in raising any such objection shall constitute a waiver of the objection. If any objection is made, the Chairman of the *Anti-Corruption Tribunal* shall rule on its legitimacy (or, if the objection relates to the Chairman of the *Anti-Corruption Tribunal*, the Chairman of the *Disciplinary Panel* shall rule on its legitimacy).

5.1.6 If, because of a legitimate objection or for any other reason, a member of the *Anti-Corruption Tribunal* is, or becomes, unwilling or unable to hear the case, then the Chairman of the *Disciplinary Panel* may, at his/her absolute discretion: (a) appoint a replacement member of the *Anti-Corruption Tribunal* from the *Disciplinary Panel*; or (b) authorise the remaining members of the *Anti-Corruption Tribunal* to hear the case on their own.

5.1.7 Subject to Article 8 and the discretion of the Chairman of the *Anti-Corruption Tribunal* to order otherwise for good cause shown by either party and unless otherwise agreed between the parties, hearings before the *Anti-Corruption Tribunal* shall be conducted on a confidential basis.

5.1.8 Each of the *Designated Anti-Corruption Official* (or his/her designee), the *Player* or *Player Support Personnel* and the *ICC* has the right to be present and to be heard at the hearing and (at his/her or its own expense) to be represented at the hearing by legal counsel of his/her or its own choosing. Where there is compelling justification for the non-attendance by any party or representative at the hearing, then such party or representative shall be given the opportunity to participate in the hearing by telephone or video conference (if available).

5.1.9 Without prejudice to Article 3.2.2, the *Player* or *Player Support Personnel* may choose not to appear in person at the hearing, but instead provide a written submission for consideration by the *Anti-Corruption Tribunal*, in which case the *Anti-Corruption Tribunal* shall consider the submission in its deliberations. However, the non-attendance of the *Player* or *Player Support Personnel* or his/her representative at the hearing, after proper notice of the hearing has been provided, without compelling justification, shall not prevent the *Anti-Corruption Tribunal* from proceeding with the hearing in his/her

absence, whether or not any written submissions are made on his/her behalf. The ICC will also be entitled to make written submissions rather than attend the hearing.

- 5.1.10 The procedure to be followed at the hearing (including the language in which the hearing is to be conducted and whether translations of evidence and/or interpreters are required) shall be at the discretion of the Chairman of the *Anti-Corruption Tribunal*, provided that the hearing is conducted in a manner that offers the *Player* or *Player Support Personnel* a fair and reasonable opportunity to present evidence (including the right to call and to question witnesses by telephone or video-conference where necessary), address the *Anti-Corruption Tribunal* and present his/her case.
- 5.1.11 For the avoidance of any doubt, where two or more *Players* or *Player Support Personnel* are alleged to have committed offences under this Anti-Corruption Code, they may both be dealt with at the same hearing where the proceedings arise out of the same incident or set of facts, or where there is a clear link between separate incidents.
- 5.1.12 If required by the Chairman of the *Anti-Corruption Tribunal*, the Cricket West Indies shall make arrangements to have the hearing recorded and/or transcribed (save for the private deliberations of the *Anti-Corruption Tribunal*). The costs of recording and/or transcription shall be paid by the *CWI*, subject to any costs-shifting order that the *Anti-Corruption Tribunal* may make further to Article 5.2.3.

5.2 Decisions of the *Anti-Corruption Tribunal*

- 5.2.1 The *Anti-Corruption Tribunal* shall announce its decision in writing, with reasons, as soon as reasonably practicable after the conclusion of the hearing. That written decision will set out and explain:
 - 5.2.1.1 with reasons, the *Anti-Corruption Tribunal's* findings as to whether any offence(s) under this Anti-Corruption Code has/have been committed;
 - 5.2.1.2 with reasons, the *Anti-Corruption Tribunal's* findings as to what sanctions, if any, are to be imposed (including any fine and/or period of *Ineligibility*);
 - 5.2.1.3 with reasons, the date that such period of *Ineligibility* shall commence pursuant to Article 6.4; and
 - 5.2.1.4 the rights of appeal described in Article 7.

Any such written decision (with reasons) will be provided to the *Player* or *Player Support Personnel*, the *Designated Anti-Corruption Official* (or his/her designee) and the *ICC*.

- 5.2.2 The *Anti-Corruption Tribunal* shall have discretion to announce the substance of its decision to the parties (and the *ICC*) prior to the issue of the written reasoned decision referred to in Article 5.2.1 in cases where a *Provisional Suspension* has been imposed or where it otherwise deems appropriate. For the avoidance of doubt, however: (a) the *Anti-Corruption Tribunal* shall still be required to issue a written, reasoned decision in accordance with Article 5.2.1; and (b) the time to appeal pursuant to Article 7 shall not run until receipt of that written, reasoned decision.
- 5.2.3 The *Anti-Corruption Tribunal* has the power to make a costs order against any party to the hearing (but not, for the avoidance of doubt, the *ICC*) in respect of the costs of convening the *Anti-Corruption Tribunal* and of staging the hearing and/or in respect of the costs (legal, expert, travel, accommodation or otherwise) incurred by the parties in relation to the proceedings if it considers that such party has acted spuriously, frivolously or otherwise in bad faith. If the *Anti-Corruption Tribunal* does not exercise that power, *CWI* shall pay the costs of convening the *Anti-Corruption Tribunal* and of staging the hearing, and each party shall bear its own costs (legal, expert, travel, accommodation or otherwise).

- 5.2.4 Subject only to the rights of appeal under Article 7, the *Anti-Corruption Tribunal's* decision shall be the full, final and complete disposition of the matter and will be binding on all parties.

ARTICLE 6 SANCTIONS

6.1 Where it is *determined* that an offence under this Anti-Corruption Code has been committed, the *Anti-Corruption Tribunal* will be required to impose an appropriate sanction upon the *Player* or *Player Support Personnel* from the range of permissible sanctions described in Article 6.2. In order to determine the appropriate sanction that is to be imposed in each case, the *Anti-Corruption Tribunal* must first determine the relative seriousness of the offence, including identifying all relevant factors that it deems to:

6.1.1 aggravate the nature of the offence under this Anti-Corruption Code, namely:

- 6.1.1.1 a lack of remorse on the part of the *Player* or *Player Support Personnel*;
- 6.1.1.2 whether the *Player* or *Player Support Personnel* has previously been found guilty of any similar offence under this *Anti-Corruption Code* and/or any predecessor regulations of *CWI* and/or any similar regulations of the *ICC* or any other *National Cricket Federation*;
- 6.1.1.3 where the amount of any profits, winnings or other *Reward*, directly or indirectly received by the *Player* or *Player Support Personnel* as a result of the offence(s), is substantial and/or where the sums of money otherwise involved in the offence(s) are substantial;
- 6.1.1.4 where the offence substantially damaged (or had the potential to damage substantially) the commercial value and/or the public interest in the relevant *Match(es)* or *Event(s)*;
- 6.1.1.5 where the offence affected (or had the potential to affect) the result of the relevant *Match(es)* or *Event(s)*;
- 6.1.1.6 where the welfare of a *Player* or *Player Support Personnel* or any other person has been endangered as a result of the offence;
- 6.1.1.7 where the offence involved more than one *Player* or *Player Support Personnel* or other persons; and/or
- 6.1.1.8 any other aggravating factor(s) that the *Anti-Corruption Tribunal* considers relevant and appropriate.

6.1.2 mitigate the nature of the offence under the Anti-Corruption Code, namely:

- 6.1.2.1 any admission of guilt (the mitigating value of which may depend upon its timing);
- 6.1.2.2 the *Player's* or *Player Support Personnel's* good previous disciplinary record;
- 6.1.2.3 the young age and/or lack of experience of the *Player* or *Player Support Personnel*;
- 6.1.2.4 where the *Player* or *Player Support Personnel* has cooperated with the *Designated Anti-Corruption Official* (or his/her designee) and any investigation or *Demand* carried out by him/her;

- 6.1.2.5 where the offence did not substantially damage (or have the potential to substantially damage) the commercial value and/or the public interest in the relevant *Match(es)* or *Event(s)*;
- 6.1.2.6 where the offence did not affect (or have the potential to affect) the result of the relevant *Match(es)* or *Event(s)*;
- 6.1.2.7 where the *Player* or *Player Support Personnel* provides *Substantial Assistance* to the *Designated Anti-Corruption Official* (or his/her designee), the *ICC*, a criminal justice authority or a professional disciplinary body that results in the *Designated Anti-Corruption Official* (or his/her designee) and/or the *ICC* and/or another *National Cricket Federation* discovering or establishing an offence under this Anti-Corruption Code or equivalent regulations of the *ICC* or a *National Cricket Federation* by another *Player* or *Player Support Personnel* or another cricket player or player support personnel bound by such regulations or that results in a criminal or disciplinary body discovering or establishing a criminal offence or the breach of professional rules by another *Player* or *Player Support Personnel* or other third party;
- 6.1.2.8 where the *Player* or *Player Support Personnel* has already suffered penalties under other laws and/or regulations for the same offence; and/or
- 6.1.2.9 any other mitigating factor(s) that the *Anti-Corruption Tribunal* considers relevant and appropriate.

6.2 Having considered all of the factors described in Articles 6.1.1 and 6.1.2, the *Anti-Corruption Tribunal* shall then determine, in accordance with the following table, what the appropriate sanction(s) should be:

ANTI-CORRUPTION CODE OFFENCE	RANGE OF PERMISSIBLE PERIOD OF INELIGIBILITY	ADDITIONAL DISCRETION TO IMPOSE A FINE
Articles 2.1.1, 2.1.2, 2.1.3 and 2.1.4 (Corruption)	A minimum of five (5) years and a maximum of a lifetime.	<p style="text-align: center;">AND, IN ALL CASES:</p> <p>the <i>Anti-Corruption Tribunal</i> shall have the discretion to impose a fine on the <i>Player</i> or <i>Player Support Personnel</i> up to a maximum of the value of any <i>Reward</i> received by the <i>Player</i> or <i>Player Support Personnel</i> directly or indirectly, out of, or in relation to, the offence committed under this Anti-Corruption Code.</p>
Articles 2.2.1, 2.2.2 and 2.2.3 (Betting)	A minimum of two (2) years and a maximum of five (5) years.	
Articles 2.3.1 and 2.3.3 (as it relates to an offence under Article 2.3.1) (Misuse of inside information)	A minimum of two (2) years and a maximum of five (5) years.	
Articles 2.3.2 and 2.3.3 (as it relates to an offence under Article 2.3.2) (Misuse of inside information)	A minimum of six (6) months and a maximum of five (5) years.	
Articles 2.4.1 and 2.4.2 (General)	A minimum of one (1) year and a maximum of five (5) years).	
Articles 2.4.3 and 2.4.4 (General)	A minimum of six (6) months and a maximum of two (2) years.	

- 6.3** For the avoidance of doubt:
- 6.3.1** the *Anti-Corruption Tribunal* will have no jurisdiction to adjust, reverse or amend the results of any *Match* or *Event*,
 - 6.3.2** where a *Player* or *Player Support Personnel* is found guilty of committing two *Anti-Corruption Code* offences in relation to the same incident or set of facts and sanctioned separately, then any sanctions imposed should ordinarily run concurrently (and not cumulatively); and
 - 6.3.3** where a fine and/or costs award is imposed against a *Player* or *Player Support Personnel*, then such fine and/or costs award must be paid: (a) by the *Player* or *Player Support Personnel* (and not, unless *CWI* agrees, by any other third party); (b) directly to *CWI* within one calendar month of receipt of the decision imposing the fine and/or costs award. However, the *CWI* will consider any request from any *Player* or *Player Support Personnel*, on the grounds of financial hardship, to make the payment of such fines and/or costs award over a prolonged period of time. Should any fine and/or costs award (or agreed part-payment or instalment thereof) not be paid to the *CWI* within such deadline or by the time of the next agreed payment date, then, unless the *CWI* agrees otherwise, the *Player* or *Player Support Personnel* may not play, coach or otherwise participate or be involved in any capacity in any *Match* until such payment has been satisfied in full. The *ICC* and other *National Cricket Federations* will be entitled to give effect to and enforce this Article 6.3.3 in their respective geographical jurisdictions.
- 6.4** Any period of *Ineligibility* imposed on a *Player* or *Player Support Personnel* shall commence on the date that the decision imposing the period of *Ineligibility* is issued; provided that any period of *Provisional Suspension* served by the *Player* shall be credited against the total period of *Ineligibility* to be served.
- 6.5** No *Player* or *Player Support Personnel* who has been declared *Ineligible* may, during the period of *Ineligibility*, play, coach or otherwise participate or be involved in any capacity in any *Match* or any other kind of function, event or activity (other than authorised anti-corruption education or rehabilitation programmes) that is authorised, organised, sanctioned, recognised or supported in any way by the *ICC*, a *National Cricket Federation* or any member of a *National Cricket Federation*. The *ICC* and other *National Cricket Federations* will be entitled to give effect to and enforce this Article 6.5 in their respective geographical jurisdictions.
- 6.6** A *Player* or *Player Support Personnel* who is subject to a period of *Ineligibility* shall remain subject to this *Anti-Corruption Code* during that period. If a *Player* or *Player Support Personnel* commits an offence under this *Anti-Corruption Code* during a period of *Ineligibility*, this shall be treated as a separate offence under this *Anti-Corruption Code* and separate proceedings will be brought pursuant to Article 4.5.
- 6.7** Once any period of *Ineligibility* has expired, the *Player* or *Player Support Personnel* will automatically become re-eligible to participate (in the case of a *Player*) or assist a *Player's* participation (in the case of a *Player Support Personnel*) in *Matches* and *Events* provided that he/she has first: (a) completed an official anti-corruption education session to the reasonable satisfaction of the *Designated Anti-Corruption Official* (or his/her designee); (b) satisfied, in full, any fine and/or award of costs made against him/her by any *Anti-Corruption Tribunal* or *CAS* panel; and (c) agreed to subject him/herself to such additional reasonable and proportionate monitoring procedures and requirements as the *Designated Anti-Corruption Official* (or his/her designee) may reasonably consider necessary given the nature and scope of the offence committed.

ARTICLE 7 APPEALS

- 7.1** The following decisions made under this Anti-Corruption Code may be challenged by the *Designated Anti-Corruption Official* (or his/her designee), the *Player* or *Player Support Personnel* who is the subject of the decision (as applicable) and/or the *ICC* solely by appeal to *CAS* as set out in this Article 7:
- 7.1.1** a decision by the Chairman of the *Disciplinary Panel*, pursuant to Articles 4.6.2 or 4.6.3, to lift or not to lift a *Provisional Suspension*;
 - 7.1.2** a decision that a charge of an offence under this Anti-Corruption Code should be dismissed for procedural or jurisdictional reasons;
 - 7.1.3** a decision that an offence under this Anti-Corruption Code has (or has not) been committed; and/or
 - 7.1.4** a decision to impose (or not to impose) sanctions, including the appropriateness of any sanction imposed for an offence under this Anti-Corruption Code.
- 7.2** Decisions being appealed shall remain in effect and binding pending resolution of the appeal.
- 7.3** The deadline for filing an appeal to *CAS* shall be twenty-one (21) days from the date of receipt of the written reasoned decision by the appealing party. To be a valid filing under this Article, a copy of the appeal must also be filed on the same day with the other party to the proceedings and the *ICC*. In all appeals to *CAS* pursuant to this Article 7:
- 7.3.1** *CAS*'s Code of Sports-related Arbitration shall apply, save as amended below.
 - 7.3.2** Where required in order to do justice (for example to cure procedural errors at the first instance hearing), the appeal shall take the form of a re-hearing *de novo* of the issues raised by the case. In all other cases, the appeal shall not take the form of a *de novo* hearing but instead shall be limited to a consideration of whether the decision being appealed was erroneous.
 - 7.3.3** The governing law shall be The Law of Antigua & Barbuda
 - 7.3.4** The decision of *CAS* on the appeal shall be final and binding on all parties, and no right of appeal shall lie from the *CAS* decision.

ARTICLE 8 PUBLIC DISCLOSURE AND CONFIDENTIALITY

- 8.1** The *Cricket West Indies* shall not publicly identify any *Player* or *Player Support Personnel* who has been alleged to have committed an offence under this Anti-Corruption Code unless and until it has been determined in a hearing in accordance with Article 5 that an offence has been committed, or the right to such hearing has been waived, or the assertion of an offence has not been challenged on time. Once it is decided that an offence under this Anti-Corruption Code has been established, publication of that decision shall be determined in accordance with the following principles:
- 8.1.1** If the decision of the *Anti-Corruption Tribunal* is that an offence has been committed: (a) the decision may, at the discretion of *CWI* be publicly reported in full as soon as possible; and (b) after the decision is publicly reported, *CWI* may also publish details of such other parts of the proceedings before the *Anti-Corruption Tribunal* as the *CWI* thinks fit.

8.1.2 If the *Anti-Corruption Tribunal* exonerates the *Player* or *Player Support Personnel*, then the decision may be publicly reported only with the consent of the *Player* or *Player Support Personnel* who is the subject of the decision. The *CWI* shall use reasonable efforts to obtain such consent, and if consent is obtained, shall publicly disclose the decision in its entirety or in such redacted form as the *Player* or *Player Support Personnel* may approve.

8.2 The *CWI* shall use its best endeavours to ensure that persons under its control do not publicly identify any *Player* or *Player Support Personnel* who are alleged to have committed an offence under this Anti-Corruption Code, unless and until an *Anti-Corruption Tribunal* has determined that an offence has been committed, and/or the offence has been admitted. However, the *CWI* in its discretion may at any time disclose to other organisations such information as the *CWI* may consider necessary or appropriate to facilitate administration or enforcement of the Anti-Corruption Code, provided that each organisation provides assurance satisfactory to the *CWI* that the organisation will maintain all such information in confidence. The *CWI* will not comment publicly on the specific facts of a pending case except in response to public comments made by (or on behalf of) the *Player* or *Player Support Personnel* involved in the case or his/her representatives.

ARTICLE 9 RECOGNITION OF DECISIONS

Decisions and sanctions of the ICC and/or *National Cricket Federations* that are within their respective jurisdictions and based on the same or similar anti-corruption rules shall be recognised, respected and enforced by the *CWI* in the geographical jurisdiction of the *CWI* automatically upon receipt of notice of the same, without the need for further formality.

ARTICLE 10 LIMITATION PERIODS

10.1 No action may be commenced under this Anti-Corruption Code against a *Player* or *Player Support Personnel* for an offence under the Anti-Corruption Code more than eight years after the date that the offence occurred.

10.2 Subject strictly to Article 10.1, the *CWI* may temporarily suspend investigations under this Anti-Corruption Code to avoid prejudice to, and/or to give precedence to, investigations conducted by other relevant authorities into the same or related matters.

ARTICLE 11 AMENDMENT AND INTERPRETATION OF THIS ANTI-CORRUPTION CODE

11.1 This Anti-Corruption Code may be amended from time to time by the *CWI*, with such amendments coming into effect on the date specified by the *CWI*.

11.2 The headings used for the various Articles of this Anti-Corruption Code are for the purpose of guidance only and shall not be deemed to be part of the substance of this Anti-Corruption Code or to inform or affect in any way the language of the provisions to which they refer.

11.3 This Anti-Corruption Code shall come into full force and effect on *CWI* (the “**Effective Date**”). It shall not operate to disturb any decisions and/or sanctions previously made under predecessor anti-corruption or other relevant rules of *CWI*, nor shall it apply retrospectively to matters pending before the *Effective Date*; provided, however, that any case pending prior to the *Effective Date*, or brought after the *Effective Date* but based on acts or omissions that occurred before the *Effective Date*, shall be governed by the predecessor version of this Anti-Corruption Code in force at the time of the alleged offence, subject to any application of the principle of *lex mitior* by the hearing panel determining the case.

11.4 If any Article or provision of this Anti-Corruption Code is held invalid, unenforceable or illegal for any reason, it shall be deemed deleted, and this Anti-Corruption Code shall remain otherwise in full force and effect.

11.5 This Anti-Corruption Code is governed by and shall be construed in accordance with The Law of Antigua & Barbuda Strictly without prejudice to the arbitration provisions of Articles 5 and 7 of this Anti-Corruption Code, disputes relating to this Anti-Corruption Code shall be subject to the exclusive jurisdiction of the High Court of Antigua & Barbuda.

APPENDIX 1 - DEFINITIONS

Anti-Corruption Tribunal. A panel of three persons (subject to Article 5.1.6) appointed by the Chairman of the *Disciplinary Panel*, to perform the functions assigned to the *Anti-Corruption Tribunal* under this Anti-Corruption Code. Each member of the *Anti-Corruption Tribunal* shall be a member of the *Disciplinary Panel* and the *Cricket West Indies* may provide reasonable compensation and reimbursement of expenses to such members.

Bet. Any wager, bet or other form of financial speculation, and *Betting* is the carrying out of such activity.

Betting Organisation. Any company or other undertaking that promotes, brokers, arranges or conducts any form of *Betting* activity in relation to *Matches* or *Events*.

CAS. The Court of Arbitration for Sport in Lausanne, Switzerland.

Demand. As defined in Article 4.3.

Designated Anti-Corruption Official. The person appointed by the Cricket West Indies to fulfill the duties set out in this Anti-Corruption Code.

Disciplinary Panel. The *CWI Disciplinary Committee*.

Domestic Match. Any 'First-Class Match', 'List A Limited Overs Match' or 'List A Twenty20 Match', as those terms are defined in the ICC Classification of Official Cricket (as amended from time to time).

Effective Date. As defined in Article 11.3.

Event. Any competition, tournament, tour, event or equivalent that involves one or more *Matches*.

ICC. The International Cricket Council or its designee.

Ineligibility. Means the *Player* or *Player Support Personnel* is barred for a specified period of time from participation in the sport of cricket, as set out more specifically in Article 6.5.

Inside Information. Any information relating to any *Match* or *Event* that a *Player* or *Player Support Personnel* possesses by virtue of his/her position within the sport. Such information includes, but is not limited to, factual information regarding the competitors in the *Match* or *Event*, the conditions, tactical considerations or any other aspect of the *Match* or *Event*, but does not include such information that is already published or a matter of public record, readily acquired by an interested member of the public, or disclosed according to the rules and regulations governing the relevant *Match* or *Event*.

Match. A cricket match of any format and duration in length in which two cricket teams compete against each other.

National Cricket Federation. A national or regional entity which is a member of or is recognised by the *ICC* as the entity governing the sport of cricket in a country (or collective group of countries associated for cricket purposes).

Notice of Charge. As defined in Article 4.5.

Player. Any cricketer who (a) is selected (or who has been selected in the preceding twelve (12) months) to participate in a Domestic Match for any playing or touring club, team or squad that is a member of, affiliated to, or otherwise falls within the jurisdiction of *Cricket West Indies* and/or (b) is subject to an unexpired period of *Ineligibility* imposed on him/her pursuant to this Anti-Corruption Code.

Player Support Personnel. Any coach, trainer, manager, selector, team official, doctor, physiotherapist or any other person who (a) is employed by, represents or is otherwise affiliated to (or who has been employed by, represented or been otherwise affiliated to in the preceding twelve (12) months) a playing or touring club, team or squad that is a member of, affiliated to, or otherwise falls within the jurisdiction of *Cricket West Indies* and that participates in Domestic Matches from time to time and/or (b) is subject to an unexpired period of *Ineligibility* imposed on him/her pursuant to this Anti-Corruption Code.

Provisional Hearing. For purposes of Article 4.6, an expedited hearing before the Chairman of the *Disciplinary Panel* (sitting alone) occurring prior to a hearing under Article 5.

Provisional Suspension. Means the *Player* or *Player Support Personnel* is temporarily barred from participating in the sport of cricket pending a decision on the allegation that he/she has committed an offence under this Anti-Corruption Code, as set out more specifically in Article 4.6.

Reward. A person acts “for *Reward*” if he/she arranges or agrees that he/she or some other third party will receive any direct or indirect financial or other benefit for that act (other than official prize money and/or contracted payments under playing, service, endorsement, sponsorship or other such similar contracts), and the term “*Reward*” shall be construed accordingly.

Substantial Assistance. For purposes of Article 6.1.2.7, a *Player* or *Player Support Personnel* must: (a) fully disclose in a signed witness statement all information that he/she possesses in relation to offences under this Anti-Corruption Code and equivalent regulations, and relevant criminal offences and breaches of other professional rules; and (b) reasonably cooperate with the investigation and adjudication of any case related to that information, including, for example, presenting testimony at a hearing if requested to do so by the *Cricket West Indies* or other relevant body. Further, the information provided must be credible and must comprise an important part of any case that is initiated or, if no case is initiated, must have provided a sufficient basis on which a case could have been brought.