

ICC ANTI-DOPING CODE

BACKGROUND

- A. As the international governing body for the sport of cricket, **ICC** condemns **Doping Practices** in sport and, in particular, in cricket.
- B. **ICC** fully supports the prevention of **Doping Practices** in sport generally.
- C. This **Anti-Doping Code** extends to all **Cricketers** who participate in **ICC Events**.
- D. This **Anti-Doping Code** is endorsed by the **ICC** and will operate as the “Doping Regulations” as defined in the Participating Nations Agreement for **ICC Events**.
- E. This **Anti-Doping Code** shall be a Schedule of the Participating Nations Agreement for **ICC Events** and shall have the effect as if set out within the said Agreement.
- F. It shall be the responsibility of all Members who compete in **ICC Events** to ensure that all Cricketers who wish to participate in ICC Events are aware of this **Anti Doping Code**.

1. INTERPRETATION

1.1. Definitions:-

- 1.1.1. **“Adverse Analytical Finding”** A report from a laboratory or other approved testing entity that identifies in a **Specimen** the presence of a **Prohibited Substance** or its **Metabolites** or **Markers** (including elevated quantities of endogenous substances) or evidence of the **Use** of a **Prohibited Method**.
- 1.1.2. **“Anti-Doping Code”** means this Code, the policies and regulations contained herein and all Schedules hereto;
- 1.1.3. **“Attempt”** means purposely engaging in conduct that constitutes a substantial step in a course of conduct planned to culminate in the commission of an **Anti Doping Code** violation.
- 1.1.4. **“CAS”** means the Court of Arbitration and Sport.

- 1.1.5. **"Competitor"** means a competitor in an **ICC Event** as defined in the Participating Nations Agreement for the relevant **ICC Event**;
- 1.1.6. **"Cricketer"** means the **Cricket Players** and the **Cricket Support Personnel** involved in playing cricket for one of the **Members** participating in the relevant **ICC Event**.
- 1.1.7. **"Cricket Player"** means a person who participates as a player in the relevant **ICC Event**.
- 1.1.8. **"Cricket Support Personnel"** means an agent or employee of each Member participating in the relevant ICC Event who is involved in the playing, organisation, administration or promotion of cricket for such Member at the relevant **ICC Event**
- 1.1.9. **"Doping "** means the occurrence of one or more of the **Anti Doping Code** violations set forth in Clause 3.1 through to Clause 3.7 of this **Anti Doping Code**.
- 1.1.10. **"Doping Control"** means the process including test distribution planning, **Sample** collection and handling, laboratory analysis, results management, hearings and appeals.
- 1.1.11. **"Drugs Appeal Tribunal"** means the appeal tribunal established and constituted in accordance with this **Anti-Doping Code** by the **ICC** to hear appeals from any decision of the **Drugs Tribunal**;

- 1.1.12. **"Drugs Tribunal"** means the tribunal established and constituted in accordance with this **Anti-Doping Code** by **ICC**, to investigate and conduct hearings in relation to alleged breaches of this **Anti-Doping Code**, and to impose sanctions in respect thereof;
- 1.1.13. **"Home Board"** means the domestic governing body for cricket in the **Cricketer's** home country.
- 1.1.14. **"ICC Event(s)"** means an international cricket tournament owned by **ICC** or an ICC Group Company and to which the ICC designates that this **Anti Doping Code** shall apply. **ICC Events** shall include ICC Cricket World Cup, ICC Champions Trophy, ICC Super Series, ICC Trophy and ICC Under 19 Cricket World Cup. This list is not exhaustive and may be extended to other major international cricket tournaments, owned by ICC or an ICC Group Company, if so decided by the ICC Executive Board.
- 1.1.15. **"ICC"** means the International Cricket Council, a company limited by guarantee and incorporated in the territory of the British Virgin Island and who for the purposes of this **Anti-Doping Code** acts as nominee of ICC Development (International) Limited.
- 1.1.16. **"In Competition"** means the period of the relevant **ICC Event** including the **Support Period**, as defined in the **Participating Nations Agreement** for the relevant **ICC Event**.
- 1.1.17. **"Independent Observers"** means a team of not more than three observers under the supervision of **WADA** and approved by ICC and the Member Host,

who may observe the **Doping Control** process at the relevant **ICC Event** and shall report their observations to **WADA** and the **ICC**.

- 1.1.18. “**Ineligibility/Suspension**” means that the **Cricketer** shall be barred from participating in any capacity in any event or activity (other than authorised anti-doping education or rehabilitation programs and any *events* or *activities* relating to the *Cricketer’s* achievements prior to his or her **Anti-Doping Code** violation) authorised or organised by the **ICC** or any **Member** during the **Ineligibility** period. A non exhaustive list of some of the preclusions can be found at clause 9.9 of this **Anti Doping Code**.
- 1.1.19. “**International Standard**” means a standard adopted by **WADA** in support of the **WADA Code**.
- 1.1.20. “**IOC**” means the International Olympic Committee created by the Congress of Paris on 23 June 1894 which is entrusted with the control and development of the Modern Olympic Games pursuant to the Olympic Charter;
- 1.1.21. “**Marker**” means a compound, group of compounds or biological parameters that indicate the prior presence of a **Prohibited Substance** or **Use** of a **Prohibited Method**.
- 1.1.22. “**Medical Committee**” means a committee of three medical experts established and constituted by the **Member Host**, at least three months prior to the commencement of the **Support Period**, to advise the Member Host **and/or IDI** on medical issues in connection with the **Event** and to perform such other functions as the Member Host **and/or IDI** may direct including

dealing with applications for **Medical Exemption/Therapeutic Use Exemptions**;

- 1.1.23. **“Medical Exemption/Therapeutic Use Exemption”** means an exemption granted by the **Medical Committee** pursuant to clause 5.3 of this **Anti-Doping Code**;
- 1.1.24. **“Metabolite”** means any substance produced by a biotransformation process;
- 1.1.25. **“Member”** means a **Member** of the International Cricket Council.
- 1.1.26. **“Member Host”** means the **Member** hosting the relevant ICC Event.
- 1.1.27. **“National Anti Doping Organisation”** means the entity(ies) designated by each country as possessing the primary authority and responsibility to adopt and implement Anti Doping Codes, direct the collection of **Samples**, the management of test results, and the conduct of hearings all at national level. If this designation has not been made by the competent public authority(ies) the entity shall be the country’s National Olympic Committee or its designee. Such entity shall be designated with the primary authority and responsibility to implement this **Anti Doping Code** when the **ICC Event** is in their country.
- 1.1.28. **“No Fault or Negligence”** means the **Cricketer** establishing that he did not know or suspect and could not reasonably have known or suspected even with the exercise of utmost caution, that he had **Used** or been administered the **Prohibited Substance** or **Prohibited Method**.

- 1.1.29. **“No Significant Fault or Negligence”** means the **Cricketer** establishing that his fault or negligence, when viewed in totality of the circumstances and taking into account the criteria for **No Fault** or **Negligence**, was not significant in relation to the **Anti Doping Code** violation.
- 1.1.30. **“No Performance Enhancing Effect”** means the Cricketer establishing that the Prohibited Substance or its Markers or Metabolite detected in his specimen had no performance enhancing effect at all and could not have been used at all to mask a performance enhancing substance.
- 1.1.31. **““Participating Nations Agreement”** means each of the agreements to be entered into between each **Member** whose squad competes in the relevant **ICC Event** and IDI in respect of the relevant **ICC Event**;
- 1.1.32. **“Possession”** means the actual, physical possession or the constructive possession (which shall be found only if the the person has exclusive control over the **Prohibited Substance/Method** or the premises in which a **Prohibited Substance/Method** exists) provided however that if the person does not have exclusive control over the **Prohibited Substance/ Method** or the premises in which a **Prohibited Substance/Method** exists, constructive possession shall only be found if the person knew about the presence of the **Prohibited Substance/Method** and intended to exercise control over it. Provided, however, there shall be no **Anti Doping Code** violation based solely on possession if, prior to receiving notification of any kind that the **Cricketer** committed an **Anti Doping Code** violation, the **Cricketer** has taken concrete action demonstrating that the **Cricketer** no longer intends to have Possession and has renounced the **Cricketer’s** previous Possession.

- 1.1.33. **“Prohibited List”** means the **WADA** Prohibited List identifying the **Prohibited Substances** and **Prohibited Methods**. This list is updated by **WADA** and further information can be found at the **WADA** website www.wada.ama.org
- 1.1.34. **“Prohibited Method”** means a method prohibited under this **Anti-Doping Code** as specified in Schedule 1 to this **Anti-Doping Code**;
- 1.1.35. **“Prohibited Substance”** means a substance prohibited under this **Anti-Doping Code** as specified in Schedule 1 to this **Anti-Doping Code**;
- 1.1.36. **Provisional Suspension** means an immediate suspension imposed in accordance with clause 8.8.2.
- 1.1.37. **“Sample/Specimen”** means any biological substance sought or collected from a **Cricketer** for the purposes of this **Anti-Doping Code**;
- 1.1.38. **“Support Period”** means, in respect of each **Cricket Player**, the period between: A) either the time of arrival in the designated international airport in **Member Host** Country on the date upon which each **Cricket Player** ends his outgoing journey, or 5 days prior to the first **Match** in the relevant **ICC Event** (excluding warm-up and practice matches), whichever is later; and B) the time of departure from the designated international airport in **Member Host** Country on the date on which each **Cricket Player** is required, to begin his homeward journey after participating in the relevant **ICC Event** or three days after the last match of the relevant **ICC Event** which ever is the earlier . For those players in **Member Host** Country the Support period shall commence 5 days prior to the first **Match** in the relevant **ICC Event** (excluding warm-up

and practice matches) and shall conclude three days after the last match of the relevant **ICC Event**.

- 1.1.39. **“Spurious or Frivolous”** means that, on reasonable grounds, the appeal was made in bad faith or for a purpose other than to obtain access to a proper appeal on the merits or to abuse the **Doping Control** process.
- 1.1.40. **“Tampering”** means altering for an improper purpose or in an improper way, bringing improper influence to bear, interfering improperly to alter results or prevent normal procedures from occurring.
- 1.1.41. **“Trafficking”** means for a **Cricketer** to sell, give, administer, transport, send, deliver, or distribute a **Prohibited Substance** or a **Prohibited Method** to a **Cricket Player** either directly or through one or more third parties;
- 1.1.42. **“Use”** includes the application, ingestion, injection or consumption by any means whatsoever of any **Prohibited Substance** or **Prohibited Method** and has a corresponding meaning when used as a verb.
- 1.1.43. **“WADA”** means the World Anti-Doping Agency.
- 1.1.44. **“WADA Accredited Laboratory”** means a laboratory accredited by the **WADA** as qualified to undertake the detection of the presence or **Use** of **Prohibited Substances** and **Prohibited Methods**
- 1.1.45. **“WADA Anti-Doping Code”** (WADA Code) means the World Anti-Doping Agency Anti-Doping Code promulgated by the World Anti-Doping Agency (as amended from time to time) pursuant to Rule 48 of the Olympic Charter;

1.2. **Rules of interpretation**

In this **Anti-Doping Code**, unless a contrary intention clearly appears, words importing:-

- 1.2.1. the singular shall include the plural and vice versa;
- 1.2.2. any one gender include the other genders;
- 1.2.3. any reference to an enactment, charter, or publication includes any amendment, re-enactment or republication thereof from time to time.

1.3. **Statute of Limitation**

No action may be commenced under this **Anti Doping Code** against a **Cricketer** or other **person** unless such action is commenced within eight years from the date the alleged violation occurred.

2 **OBLIGATIONS**

2.1 **Cricketers' Obligations**

- 2.1.1 It is the personal responsibility of **Cricketers** to be knowledgeable of and comply with the terms of this **Anti-Doping Code**.
- 2.1.2 In the context of anti-doping, **Cricket Players** take responsibility for:
 - (a) what they ingest and use;
 - (b) informing their medical personnel of the **Cricket Players'** obligations not to use **Prohibited Substances** and **Prohibited Methods**; and
 - (c) making sure that any medical treatment received by them does not violate this **Anti-Doping Code**.
 - (d) compliance with the testing protocol outlined in Schedule 4.

2.2 **Obligations and Powers of ICC**

Under this **Anti-Doping Code ICC** shall (without limitation to any other provision of this **Anti-Doping Code**):-

- 2.2.1 permit and assist the relevant **National Anti Doping Organisation** in the **Member Host** Country to attend matches (which includes warm up matches) conducted at the **ICC Event** by any of the participating teams, in order to obtain **Specimens** for testing for any doping practice;
- 2.2.2 notify **Cricket Players** that they are liable for selection to provide **Specimens** for testing for any doping practice;
- 2.2.3 arrange for the completion and return of any forms required for the purposes of the relevant **National Anti Doping Organisation** in the **Member Host** Country at the request of the relevant **National Anti Doping Organisation** in the **Member Host** Country;
- 2.3 The **ICC** and the **Member Host** shall provide access to **Independent Observers** at **ICC Events** as directed by **ICC**.
- 2.4 The costs for testing and for administration of this **Anti-Doping Code** shall be borne by the relevant **ICC Event**.

3. ANTI-DOPING CODE VIOLATIONS

The following constitute anti-doping code violations:

3.1 The presence of a Prohibited Substance or its Metabolites or Markers in a Cricket Player's bodily Specimen

- 3.1.1 It is each **Cricket Player's** personal duty to ensure that no **Prohibited Substance** enters his body. **Cricket Player's** are responsible for any **Prohibited Substance** or its **Metabolites** or **Markers** found to be present in their bodily **Specimens**. Accordingly, it is not necessary that intent, fault,

negligence or knowing **Use** on the **Cricket Player's** part be demonstrated in order to establish an anti-doping violation under Clause 3.1.

3.1.2 Excepting those substances for which a quantitative reporting threshold is specifically identified in the **Prohibited List**, the detected presence of any quantity of a **Prohibited Substance** or its **Metabolites** or **Markers** in a **Cricket Player's Sample** shall constitute an **Anti-Doping Code** violation.

3.1.3 As an exception to the general rule of Clause 3.1, the **Prohibited List** may establish special criteria for the evaluation of **Prohibited Substances** that can also be produced endogenously.

3.2 **Use or Attempted Use of a Prohibited Substance or a Prohibited Method**

3.2.1 The success or failure of the **Use** of a **Prohibited Substance** or **Prohibited Method** is not material. It is sufficient that the **Prohibited Substance** or **Prohibited Method** was **Used** or **Attempted** to be **Used** for an **Anti-Doping Code** violation to be committed.

3.3 **Refusing, or failing without compelling justification, to submit to Sample collection after notification as authorized in this Anti-Doping Code or otherwise evading Sample collection.**

3.4 **Tampering, or Attempting to tamper, with any part of Doping Control.**

3.5 **Possession of Prohibited Substances and Methods**

3.5.1 **Possession** by a **Cricket Player** at any time or place of a substance that is prohibited or a **Prohibited Method** unless the **Cricket Player** establishes that the **Possession** is pursuant to a therapeutic use exemption granted in accordance with Clause 5.3 (Therapeutic Use) or other acceptable justification.

3.5.2 **Possession** of a **Prohibited Substance** by Cricket **Support Personnel** in connection with a **Cricket Player**, **Event** or training, unless the Cricket **Support Personnel** establishes that the **Possession** is pursuant to a therapeutic use exemption granted to a **Cricket Player** in accordance with Clause 5.3 (Therapeutic Use) or other acceptable justification.

3.6 **Trafficking in any Prohibited Substance or Prohibited Method.**

3.7 **Administration or Attempted administration of a Prohibited Substance or Prohibited Method to any Cricket Player, or assisting, encouraging, aiding, abetting, covering up or any other type of complicity involving an Anti Doping Code violation or any Attempted violation.**

4 **PROOF OF DOPING**

4.1 **Burdens and Standards of Proof**

ICC shall have the burden of establishing that an **Anti Doping Code** violation has occurred. The standard of proof shall be whether **ICC** has established an **Anti Doping**

Code violation to the comfortable satisfaction of the hearing body bearing in mind the seriousness of the allegation which is made. This standard of proof in all cases shall be greater than a mere balance of probabilities but less than a standard of proof of beyond a reasonable doubt. Where this Code places the burden of proof upon the **Cricketer** alleged to have committed an **Anti Doping Code** violation to rebut a presumption or establish specified facts or circumstances, the standard of proof shall be on the balance of probabilities.

4.2 **Methods of Establishing Facts and Presumptions**

Facts related to **Anti Doping Code** violations may be established by any reliable means, including admissions. The following rules of proof shall be applicable in doping cases:

4.2.1 **WADA** accredited laboratories are presumed to have conducted **Sample** analysis and custodial procedures in accordance with the **International Standard** for laboratory analysis. The **Cricket Player** may rebut this presumption by establishing that a departure from the **International Standard** occurred.

If the **Cricket Player** rebuts the preceding presumption by showing that a departure from the **International Standard** occurred, then **ICC** shall have the burden to establish that such departure did not cause the **Adverse Analytical Finding**.

4.2.2 Departures from the **International Standard** for testing which did not cause an **Adverse Analytical Finding** or other **Anti-Doping Code** violation shall not invalidate such results. If the **Cricket Player** establishes that departures from the **International Standard** occurred during testing then **ICC** shall have the burden to establish that such departures did not cause the **Adverse Analytical Finding** or the factual basis for the **Anti-Doping Code** violation.

CLAUSE 5 THE PROHIBITED LIST

5.1 Incorporation of the WADA Prohibited List

This **Anti-Doping Code** shall incorporate the **Prohibited List** as published by **WADA** and in force at the time the **Participating Nations Agreement** for the relevant **ICC Event** is circulated to the **Competitors** for signature.

5.2 Criteria for Including Substances and Methods on the Prohibited List

WADA's determination of the **Prohibited Substances** and **Prohibited Methods** that will be included on the **Prohibited List** and which shall apply to the relevant **ICC Event** shall be final and shall not be subject to challenge by a **Cricketer, Member** or any other **Person**.

5.3 Therapeutic Use/Medical Exemption/Therapeutic Use Exemptions

5.3.1 a **Cricket Player** with a documented medical condition, the treatment of which requires the **Use** of a **Prohibited Substance** or a **Prohibited Method**, may apply to the **Medical Committee** for approval to **Use** the **Prohibited Substance** or **Prohibited Method**.

5.3.2 The **Member Host** shall appoint a **Medical Committee** to consider requests for **Medical Exemption/ Therapeutic Use Exemption**. Upon **ICC's** receipt of a **Medical Exemption/ Therapeutic Use Exemption** request, the Chair of the **Medical Committee** shall appoint one or more members of the **Medical Committee** (which may include the Chair) to consider such request. The **Medical Committee** member(s) so designated shall promptly evaluate such

request in accordance with the **International Standard for Therapeutic Use Exemptions** and render a decision on such request, which shall be the final decision of **ICC**.

5.3.3 **In considering any such application, the Medical Committee will have regard to the following:**

5.3.3.1 Whether the **Cricket Player** has a significant medical condition which requires treatment;

5.3.3.2 Whether an unfair advantage will result from the administration of the **Prohibited Substance** or **Prohibited Method** as medically prescribed; and

5.3.3.3 Whether there is an alternative medication which is not prohibited which can be safely substituted for the **Prohibited Substance** or **Prohibited Method**.

5.3.4 A **Medical Exemption/Therapeutic Use Exemption** cannot be granted retrospectively.

5.3.5 A valid **Medical Exemption/Therapeutic Use Exemption** which has been granted by a **Competitor** prior to the commencement of the **Support Period** shall be automatically valid as a **Medical Exemption/ Therapeutic Use Exemption** for the purposes of this policy provided that the **Cricket Player** seeking to rely on such grant can produce clear documentary evidence to prove an application was made to and granted by the relevant **Member** and that such exemption is still valid at the time of the relevant **ICC Event**.

5.3.6 **Medical Exemptions/ Therapeutic Use Exemptions** granted by the **Medical Committee** shall be reported to the **ICC** who shall in turn report to **WADA**.

5.3.7 **WADA**, at the request of a **Cricket Player** or on its own initiation, may review the granting or denial of any **Medical Exemption/ Therapeutic Use Exemption** to a **Cricket Player**. If **WADA** determines that the granting or denial of a **Medical Exemption/ Therapeutic Use Exemption** did not comply with the **International Standard for Therapeutic Use Exemptions** in force at the time then **WADA** may reverse that decision. If **WADA** reviews a decision to grant or deny a **Medical Exemption/ Therapeutic Use Exemption** it shall notify the relevant **Cricket Player** and his **Home Board** and shall keep them informed of the progress of the review. Decisions on **Medical Exemptions/ Therapeutic Use Exemptions** are subject to further appeal as provided in Clause 15.3

CLAUSE 6 *TESTING*

6.1 **Authority to Test**

All **Cricketers** participating in **ICC Events** shall be subject to **In-Competition** testing by **ICC**, who shall appoint the relevant National **Anti-Doping Organization** in the **Member Host** country to be responsible for testing at the relevant **ICC Event**.

6.2 **Responsibility for testing**

The **ICC** shall be responsible for overseeing all testing conducted by the appointed National **Anti-Doping Organization** in the **Member Host** country.

6.3 **Testing Standards**

Testing conducted by **ICC** at **ICC Events** shall be in conformity with the **International Standard** for testing in force at the time of that testing.

6.4 **Selection of Cricketers to be Tested**

6.4.1 The **ICC**, in consultation with the **National Anti Doping Organisation** shall determine the number of **Cricket Players** to be tested during the relevant **ICC Event** (which includes the **Support Period**).

6.4.2 Selection of **Cricket Players** for testing in accordance with clause 6.4.1 will be conducted in accordance with Schedule 4.

6.5 **Retirement**

Should a **Cricket Player** retire during the **Event**, such retirement shall not:

- prevent the **Cricket Player** from providing a **Specimen**, provided such **Specimen** was requested prior to the **Cricket Player's** retirement;

- prevent the analysis of such **Specimen** provided by the **Cricket Player** prior to the **Cricket Player's** retirement;
- affect the results of any testing in respect of such **Specimen**;
- affect the imposition of any sanction pursuant to this **Anti-Doping Code**.

6.6. Subject to the terms of this **Anti-Doping Code** (including Schedule 4), the collection, storage and transport of **Specimens** shall be carried out in accordance with **International Standards**.

CLAUSE 7 ANALYSIS OF SAMPLES

Doping Control Samples collected under this **Anti Doping Code** shall be analysed in accordance with the following principles:

7.1 Use of Approved Laboratories

ICC shall send **Doping Control Samples** for analysis only to **WADA**-accredited laboratories or as otherwise approved by **WADA**. The choice of the **WADA**-accredited laboratory (or other method approved by **WADA**) used for the **Sample** analysis shall be determined exclusively by **ICC**.

7.2 Substances Subject to Detection

Doping Control Samples shall be analyzed to detect **Prohibited Substances** and **Prohibited Methods** identified on the **Prohibited List** and other substances as may be directed by **WADA** pursuant to the Monitoring Program described in Clause 4.5 of the **WADA Code**.

7.3 **Research on Samples**

No **Sample** may be used for any purpose other than the detection of substances (or classes of substances) or methods on the **Prohibited List**, or as otherwise identified by **WADA** pursuant to its Monitoring Program, without the **Cricket Player's** written consent.

7.4 **Standards for Sample Analysis and Reporting**

Laboratories shall analyze **Doping Control Samples** and report results in conformity with the **International Standard** for Laboratory Analysis.

CLAUSE 8 RESULTS MANAGEMENT

8.1 **Results Management for tests Conducted at ICC Events**

Results management for tests Conducted at **ICC Events** shall proceed as set forth below:

8.1.1 The results from all analyses must be sent to **ICC** (who shall send it to the **Medical Committee**) in encoded form, in a report signed by an authorised representative of the laboratory. All communication must be conducted in such a way that the results of the analyses are confidential.

8.1.2 Upon receipt of an **A Sample Adverse Analytical Finding**, the **Medical Committee** shall conduct a review to determine whether: (a) an applicable

therapeutic use exemption has been granted, or (b) there is any apparent departure from the **International Standards** for testing or Laboratory Analysis that undermines the validity of the **Adverse Analytical Finding**.

8.1.3 If the initial review under Clause 8.1.2 does not reveal an applicable **Therapeutic Use Exemption** or departure from the **International Standard** for testing or the **International Standard** for laboratory analysis in force at the time of testing or analysis that undermines the validity of the **Adverse Analytical Finding**, **ICC** shall promptly notify the **Cricketer** and his **Home Board** of: (a) the **Adverse Analytical Finding**; (b) the **Anti Doping Code** allegedly violated, or, in a case under Clauses 8.1.8 or 8.1.9, a description of the additional investigation that will be conducted as to whether the alleged **Anti Doping Code** violation is proven; (c) the **Cricket Player's** right to promptly request the analysis of the **B Sample** or, failing such request, that the **B Sample** analysis may be deemed waived; (d) the right of the **Cricket Player's** and/or the **Cricket Player's** representative to attend the **B Sample** opening and analysis if such analysis is requested; and (e) the **Cricket Player's** right to request copies of the A and B **Sample** laboratory documentation package which includes information as required by the **International Standard** for Laboratory Analysis.

8.1.4 Arrangements shall be made for testing the **B Sample** on an expedited basis. A **Cricket Player** may accept the A **Sample** analytical results by waiving the requirement for **B Sample** analysis. **ICC** may nonetheless elect to proceed with the **B Sample** analysis.

8.1.5 The **Cricket Player** and/or his representative shall be allowed to be present at the analysis of the **B Sample**. Also a representative of the **Cricket Player's**

Home Board as well as a representative of **ICC** shall be allowed to be present.

8.1.6 If the “B” **Sample** proves negative, the entire test shall be considered negative and the **Cricketer**, his **Home Board**, and **ICC** shall be so informed.

8.1.7 For the avoidance of doubt, the costs for testing both “A” and “B” samples shall be borne by the relevant **ICC Event**.

8.1.8 If a **Prohibited Substance** or the **Use** of a **Prohibited Method** is identified, the findings shall be reported to the **Cricketer**, his **Home Board**, **ICC**, and to **WADA**.

8.1.9 The **Medical Committee** shall conduct any follow-up investigation as may be required by the **Prohibited List**. Upon completion of such follow-up investigation, **ICC** shall promptly notify the **Cricketer** regarding the results of the follow-up investigation and whether or not **ICC** alleges that an **Anti Doping Code** violation has occurred.

8.1.10 For apparent **Anti Doping Code** violations that do not involve **Adverse Analytical Findings**, **ICC** shall conduct any necessary follow-up investigation and shall then promptly notify the **Cricketer** of the alleged **Anti Doping Code** violation, and the basis of the alleged violation.

8.2 **Where ICC receives such notification from the relevant National Anti Doping Organisation in the Member Host Country, or where a Cricketer admits to a doping**

practice, or ICC reasonably believes that a Cricketer may otherwise have breached this Anti-Doping Code, ICC must do all of the following:

- 8.2.1 refer the matter to the **Drugs Tribunal**; and
- 8.2.2 immediately suspend the **Cricketer** from participating in cricket (including its organisation, administration and promotion) conducted by or under the auspices of **ICC** or the **Competitor** until after any final decision (inclusive of any appeal) relating to the **Cricketer's** alleged doping practice or other breach has been made; and
- 8.2.3 notify the **Cricketer** in writing that **ICC** has referred the matter to the **Drugs Tribunal** for a hearing to be conducted to enquire and determine whether a breach has been committed and whether a sanction will be imposed under this **Anti-Doping Code** and that the **Cricketer** has been suspended pursuant to clause 8.2.2. Such notification shall also enclose a copy of all reports, analyses and any other documentation received by **ICC** from the relevant **National Anti Doping Organisation in the Member Host Country** in relation to the **Cricketer**; and
- 8.2.4 invite the **Cricketer** and the **Cricketer's** legal representative (if any) and a representative of the **Cricketer's Home Board** to attend the hearing referred to in such notice, to present relevant material and submissions, and to be heard by the **Drugs Tribunal** as to why the **Cricketer** should not be found guilty and subject to the sanctions prescribed in this **Anti-Doping Code**; and
- 8.2.5 issue a media release containing any reasonable details in this regard that **ICC** shall, in its discretion, determine appropriate.

8.3 With regard to negative test results a **Cricket Player** may request a copy of his individual test results and these shall be supplied to him provided that the request was made to the **ICC In House Lawyer** within four weeks of the relevant test.

CLAUSE 9 SANCTIONS ON INDIVIDUALS

9.1 Disqualification of Results in an ICC Event during which an Anti-Doping Code Violation Occurs

9.1.1 A proven **Anti-Doping Code** violation occurring during or in connection with an **ICC Event** may lead to forfeiture of all individual medals, individual rankings points, individual prizes and his share in any team prizes and non inclusion of his performance statistics in individual records except as provided in Clause 9.1.2. (For the avoidance of doubt the relevant team score shall not be altered at all).

9.1.2 If the **Cricketer** establishes that he bears **No Fault or Negligence, No Significant Fault or Negligence, or No Significant Fault or Negligence and No Performance Enhancing Effect** for the violation, the **Cricketers** individual results in the **ICC Event** shall not be **Disqualified** unless the **Cricketer's** results in the **ICC Event** in which the **Anti Doping Code** violation occurred were likely to have been materially affected by the **Cricketer's Anti Doping Code** violation.

9.2 Imposition of Ineligibility for Prohibited Substances and Prohibited Methods

Except for the specified substances identified in Clause 9.3 and subject to Clause 9.5, the period of **Ineligibility** imposed for a violation of Clause 3.1 (presence of **Prohibited Substance** or its **Metabolites** or **Markers**), Clause 3.2 (**Use** or **Attempted Use** of

Prohibited Substance or **Prohibited Method**) and Clause 3.5 (**Possession of Prohibited Substances** and **Methods**) shall be:

First violation: Two (2) years' **Ineligibility**.

Second violation: Lifetime **Ineligibility**.

9.3 **Specified Substances**

The **Prohibited List** may identify specified substances which are particularly susceptible to unintentional **Anti Doping Code** violations because of their general availability in medicinal products or which are less likely to be successfully abused as doping agents. Where a **Cricketer** can establish that the **Use** of such a specified substance was not intended to enhance sport performance, the period of **Ineligibility** found in Clause 9.2 shall be replaced with the following (subject also to Clause 9.5):

First violation: At a minimum, a warning and reprimand and no period of **Ineligibility** from future **Events**, and at a maximum, one (1) year's **Ineligibility**.

Second violation: Two (2) years' **Ineligibility**.

Third violation: Lifetime **Ineligibility**.

9.4 **Ineligibility for Other Anti Doping Code Violations**

The period of **Ineligibility** for other violations of this **Anti Doping Code** shall be:

9.4.1 For violations of Clause 3.3 (refusing or failing to submit to **Sample** collection) or Clause 3.4 (**Tampering with Doping Control**), the **Ineligibility** periods set forth in Clause 9.2 shall apply.

9.4.2 For violations of Clause 3.6 (**Trafficking**) or Clause 3.7 (administration of **Prohibited Substance** or **Prohibited Method**), the period of **Ineligibility** imposed shall be a minimum of four (4) years up to lifetime **Ineligibility**. An **Anti Doping Code** violation involving a minor shall be considered a particularly serious violation, and, if committed by Cricket **Support Personnel** for violations other than specified substances referenced in Clause 9.3, shall result in lifetime **Ineligibility** for such Cricket **Support Personnel**. In addition, violations of such Clauses which also violate non-sporting laws and regulations, may be reported to the competent administrative, professional or judicial authorities.

9.5 **Finding of No Violation or Reduction of Period of Ineligibility Based on Exceptional Circumstances**

9.5.1 If the **Cricketer** establishes in an individual case involving an **Anti Doping Code** violation under Clause 3.1 (presence of **Prohibited Substance** or its **Metabolites** or **Markers**) or **Use** of a **Prohibited Substance** or **Prohibited Method** under Clause 3.2 that he bears **No Fault** or **Negligence** for the violation, he shall be found to have committed no violation and the otherwise applicable period of **Ineligibility** shall be eliminated. When a **Prohibited Substance** or its **Markers** or **Metabolites** is detected in a **Cricketer's**

Specimen in violation of Clause 3.1 (presence of **Prohibited Substance**), the **Cricketer** must also establish how the **Prohibited Substance** entered his or her system in order that no violation be found to have been committed and to have the period of **Ineligibility** eliminated. In the event this Clause is applied and the period of **Ineligibility** otherwise applicable is eliminated, the **Anti Doping Code** violation shall not be considered a violation. For the purpose of determining the period of **Ineligibility** for multiple violations under Clause 9.2, 9.3 and 9.6 a “**no violation**” finding shall be recorded.

9.5.2 If a **Cricketer** establishes in an individual case involving an **Anti Doping Code** violation under Clause 3.1 (presence of **Prohibited Substance** or its **Metabolites** or **Markers**) or **Use** of a **Prohibited Substance** or **Prohibited Method** under Clause 3.2 he bears **No Significant Fault** or **Negligence**, then the period of **Ineligibility** may be reduced, but subject to clause 9.5.3 the reduced period of **Ineligibility** may not be less than one-half of the minimum period of **Ineligibility** otherwise applicable. If the otherwise applicable period of **Ineligibility** is a lifetime, the reduced period under this section may be no less than 8 years.

9.5.3 If a **Cricketer** establishes in an individual case involving an **Anti Doping Code** violation under Clause 3.1 (presence of **Prohibited Substance** or its **Metabolites** or **Markers**) or **Use** of a **Prohibited Substance** or **Prohibited Method** under Clause 3.2 such violations that he bears **No Significant Fault** or **Negligence** and **No Performance Enhancing Effect** then the period of ineligibility may at the discretion of the Drugs Tribunal/Drugs Appeal Tribunal be reduced further provided the period of **Ineligibility** imposed shall not be less than one half of the minimum period of **Ineligibility** otherwise applicable.

When a **Prohibited Substance** or its **Markers** or **Metabolites** is detected in a **Cricketer's Specimen** in violation of Clause 3.1 (presence of **Prohibited Substance**), the **Cricketer** must also establish how the **Prohibited Substance** entered his system in order to have the period of **Ineligibility** reduced.

9.5.4 The **Drugs Tribunal/Drugs Appeal Tribunal** may also reduce the period of **Ineligibility** in an individual case where the **Cricketer** has provided substantial assistance to **ICC** which results in **ICC** discovering or establishing an **Anti Doping Code** violation by another **Person** involving **Possession** under Clause 3.5.2 (**Possession by Cricket Support Personnel**), Clause 3.6 (**Trafficking**), or Clause 3.7 (administration to a **Cricketer**). The reduced period of **Ineligibility** may not, however, be less than one-half of the minimum period of **Ineligibility** otherwise applicable. If the otherwise applicable period of **Ineligibility** is a lifetime, the reduced period under this Clause may be no less than 8 years.

9.6 **Rules for Certain Potential Multiple Violations**

9.6.1 For purposes of imposing sanctions under Clause 9.2, 9.3 and 9.4, a second **Anti Doping Code** violation may be considered for purposes of imposing sanctions only if the **ICC** (or its **Member**) can establish that the **Cricketer** or other **Person** committed the second **Anti Doping Code** violation after the **Cricketer** or other **Person** received notice, or after **ICC** (or its **Member**) made a reasonable attempt to give notice, of the first **Anti Doping Code** violation; if the **ICC** (or its **Member**) cannot establish this, the violations shall be considered as one single first violation, and the sanction imposed shall be based on the violation that carries the more severe sanction.

9.6.2 Where a **Cricketer**, based on the same **Doping Control**, is found to have committed an **Anti Doping Code** violation involving both a specified substance under Clause 9.3 and another **Prohibited Substance** or **Prohibited Method**, the **Cricketer** shall be considered to have committed a single **Anti Doping Code** violation, but the sanction imposed shall be based

on the **Prohibited Substance** or **Prohibited Method** that carries the most severe sanction.

9.6.3 Where a **Cricketer** is found to have committed two separate **Anti Doping Code** violations, one involving a specified substance governed by the sanctions set forth in Clause 9.3 (specified substances) and the other involving a **Prohibited Substance** or **Prohibited Method** governed by the sanctions set forth in Clause 9.2 or a violation governed by the sanctions in Clause 9.4.1, the period of **Ineligibility** imposed for the second offence shall be at a minimum two years' **Ineligibility** and at a maximum three years' **Ineligibility**. Any **Cricketer** found to have committed a third **Anti Doping Code** violation involving any combination of specified substances under Clause 9.3 and any other **Anti Doping Code** violation under Clause 9.2 or 9.4.1 shall receive a sanction of lifetime **Ineligibility**.

9.7 **Commencement of Ineligibility Period**

The period of **Ineligibility** shall start on the date of the hearing decision providing for **Ineligibility** or, if the hearing is waived, on the date **Ineligibility** is accepted or otherwise imposed. Any period of **Provisional Suspension** (whether imposed or voluntarily accepted) shall be credited against the total period of **Ineligibility** to be served. Where required by fairness, such as delays in the hearing process or other aspects of **Doping Control** not attributable to the **Cricketer**, the **ICC** or the relevant **Anti-Doping Organization** imposing the sanction may start the period of **Ineligibility** at an earlier date commencing as early as the date of **Sample** collection.

9.8 **Status During Provisional Suspension**

The **Cricketer** shall be prevented from participating in cricket (including its organisation, administration and promotion) conducted by or under the auspices of **ICC** or his **Home**

Board until after any final decision (inclusive of any appeal) relating to the **Cricketer's** alleged doping practice or other breach has been made. Where the Cricketer has ingested a substance which would materially affect his performance and give him an unfair advantage he shall remain provisionally suspended until he has successfully completed reinstatement testing in accordance with Clause 9.10 and this shall apply regardless of the outcome of the final decision (inclusive of any appeal). For avoidance of doubt this Clause 9.8 shall apply even if the Player establishes No Fault or Negligence.

9.9 **Status During Ineligibility**

No **Cricketer** who has been declared **Ineligible** may, during the period of **Ineligibility**, participate in any capacity in any **Event** or activity (other than authorised anti-doping education or rehabilitation programs and any **Events** or **Activities** relating to the **Cricketer's** achievements prior to his or her **Anti-Doping Rule Violation**) authorised or organised by the **ICC** or any **Member** during the **Ineligibility** period. This would preclude, but not be limited to:

- a) attending any practice or training session with a national **team** or any member of a **national** team;
- b) acting as a coach of any national **team** or as an official of any **national** team or an official in any **ICC Event**;
- c) competing or participating in any **ICC** or **Member Competitions/Events**;
- d) receiving payment from **ICC**, any **Member**, any **State/Province/County Cricket Association** or a Premier Grade Club in respect of his personal services;
- e) using facilities or equipment owned or controlled by **ICC**, any **Member**, any **State/Province/County Cricket Association** or a **Premier Grade Club**; and/or
- f) holding any official position with **ICC**, any **Member**, any **State/Province/County Cricket Association** or a **Premier Grade Club**.

In addition, for any **Anti-Doping Rule Violation** not involving specified substances described in Clause 3.3 some or all sport-related financial support or other sport-related

benefits received by such **Cricketer** will be withheld by **ICC** and/or the **Cricketer's Home Board**.

9.10 **Reinstatement Testing**

As a condition to regaining eligibility at the end of a specified period of **Ineligibility**, a **Cricket Player** must, during any period of **Provisional Suspension** or **Ineligibility**, make him or herself available for testing by **ICC** and/or the applicable **Home Board**.

CLAUSE 10 CONSEQUENCES TO TEAMS

10.1 **Where more than one team member from the same team has been notified of a possible Anti Doping Code violation under Clause 8 in connection with an ICC Event, the team shall be subject to target testing for that relevant ICC Event. Save for those offences where the Cricketer establishes No Fault or Negligence, No Significant Fault or Negligence, or No Significant Fault or Negligence and No Performance Enhancing Effect during the relevant ICC Event, if more than three team members from the same team are found to have committed an Anti Doping violation the team may be subject to disqualification at the discretion of the ICC Executive Board.**

CLAUSE 11 SANCTIONS AND COSTS ASSESSED AGAINST MEMBERS

11.1 **Members participating in ICC Events to circulate information to players.**

Every **Member** participating in an **ICC Event** is required to ensure, and is responsible for ensuring (in addition to any obligation or responsibility on any **Cricketer**), that **Cricketers** affiliated to such **Member** are aware of and have access to this **Anti-Doping Code**.

11.2 **Penalty for breach by Member**

Any **Member** that has been determined, in the reasonable opinion of **ICC** Executive Board, to have failed to use best endeavours to circulate information to players in terms of clause 11.1 of this **Anti-Doping Code** shall be liable to a fine not exceeding US\$ 100,000.

CLAUSE 12 DRUGS TRIBUNAL

12.1. **Constitution of the Drugs Tribunal**

The **ICC** will establish a specific **Drugs Tribunal** for each **ICC Event**. The **Drugs Tribunal** shall consist of three members, namely:-

12.1.1 A senior legal practitioner who will act as chairperson of the **Drugs Tribunal**;

12.1.2 An eminent medical practitioner with knowledge of doping practices in sport;

12.1.3 An eminent former Cricketer.

12.2 **General jurisdiction of the Drugs Tribunal**

The **Drugs Tribunal** has the power to hear and determine all matters arising from any matter that is referred to it by **ICC** pursuant to clause 8.2.1 of this **Anti-Doping Code**. In particular, it has the power to impose the sanctions provided for in clause 9.

12.3 **Procedures of the Drugs Tribunal**

The **Drugs Tribunal** will observe the procedures set out in Schedule 2 to this **Anti-Doping Code**.

12.4 **Proceedings not to be invalidated for technical reasons**

No proceedings heard by the **Drugs Tribunal** shall be quashed or held invalid by reason only of any reasonable defect, irregularity, omission or other technicality provided there

has been no miscarriage of the Principles of Natural Justice as contained in the **ICC** Playing Handbook in force at the time of the relevant **ICC Event**.

12.5 **Autonomy of the Drugs Tribunal**

The **Drugs Tribunal** constituted under this **Anti-Doping Code** shall exercise its functions independently of **ICC**. The **Drugs Tribunal** shall be fully autonomous and in particular any decision it makes shall be binding on **ICC**, which shall not have the power to affirm, revoke or alter any decision.

13 **DRUGS APPEAL TRIBUNAL**

13.1 **Constitution of the Drugs Appeal Tribunal**

ICC will establish a body known as the **Drugs Appeal Tribunal** for each specific **ICC Event**. The **Drugs Appeal Tribunal** will consist of three members, namely:-

- 13.1.1 A senior legal practitioner who will act as chairperson of the **Drugs Appeal Tribunal**;
- 13.1.2 An eminent medical practitioner with knowledge of doping practices in sport;
- 13.1.3 An eminent former Cricketer.

13.2 **General jurisdiction of the Drugs Appeal Tribunal**

The **Drugs Appeal Tribunal** shall have the power to hear and determine appeals from any decision of the **Drugs Tribunal**.

13.3 **Appeals may be conducted by way of rehearing**

When any question of fact arises on an appeal before the **Drugs Appeal Tribunal**, it shall be determined by reference to the record of proceedings before the **Drugs Tribunal** provided that the **Drugs Appeal Tribunal** in its discretion may rehear the whole or any part of the evidence given before the **Drugs Tribunal** as it considers appropriate.

13.4 **Sanction stayed**

Any sanction imposed by the **Drugs Tribunal** will be stayed pending the decision of the **Drugs Appeal Tribunal**. Any suspension in force pursuant to clause 8.2.2 is not affected by this clause 13.4.

13.5 **Further evidence**

The **Drugs Appeal Tribunal** shall have full discretionary power to hear and receive such further evidence on appeal as it thinks fit provided it is established that such evidence was not, on reasonable enquiry, available at the time of the original hearing. The **Drugs Appeal Tribunal** shall be entitled to receive such evidence as it thinks fit notwithstanding that the evidence may not be legally admissible in a court of competent jurisdiction.

13.6 **Powers on appeal**

In exercising its jurisdiction, the **Drugs Appeal Tribunal** shall have the power to impose a penalty, or to quash, suspend, vary, increase or decrease the penalty appealed against, subject to the mandatory nature of any sanctions provided for in clause 9.

13.7 **Procedures of the Drugs Appeal Tribunal**

The **Drugs Appeal Tribunal** shall observe the procedures set out in Schedule 3 of this **Anti-Doping Code**.

13.8 **Proceedings not to be invalidated for technical reasons**

No proceedings heard by the **Drugs Appeal Tribunal** shall be quashed or held invalid by reason only of any reasonable defect, irregularity, omission or other technicality provided there has been no miscarriage of the Principles of Natural Justice as contained in the **ICC Playing Handbook** in force at the time of the relevant **ICC Event**.

13.9 **Costs**

The **Drugs Appeal Tribunal** may make an award of costs in respect of costs incurred by the **Cricketer, ICC** and/or the **Drugs Appeal Tribunal** if it finds the appeal before it to be **Spurious or Frivolous**.

13.10 **Autonomy of the Drugs Appeal Tribunal**

13.10.1 The **Drugs Appeal Tribunal** constituted under this **Anti-Doping Code** shall exercise its functions independently of **ICC**.

13.10.2 The **Drugs Appeal Tribunal** shall be fully autonomous and in particular any decision it makes shall be binding on **ICC**, which shall not have the power to affirm, revoke or alter any decision.

13.11 **No Cricketer or any other person subject to this Anti-Doping Code shall be entitled to pursue any recourse in respect of a doping matter, in a court of law unless such party has exhausted all the provisions of this Anti-Doping Code.**

13.12 Subject to clause 15, decisions of **the Drugs Appeal Tribunal** are final.

13.13 **Who May Appeal**

The **Cricketer** or **ICC** may appeal against a decision of the **Drugs Tribunal**. The provisions of Schedule 3 of this **Anti-Doping Code** will apply to an appeal lodged by **ICC mutatis mutandis** (other than in relation to matters of an administrative nature which will continue to be performed by **ICC**).

14. **RIGHT TO A FAIR HEARING**

14.1 **Hearings conducted under this Anti Doping Code shall respect the following principles:**

- a timely hearing;

- fair and impartial hearing body;
- the right to be represented by counsel at the **Person's** own expense;
- the right to be fairly and timely informed of the asserted **Anti Doping Code** violation;
- the right to respond to the asserted **Anti Doping Code** violation and resulting **Consequences**;
- the right of each party to present evidence, including the right to call and question witnesses (subject to the hearing body's discretion to accept testimony by telephone or written submission);
- the **Cricketer's** right to an interpreter at the hearing, with the **Drugs Tribunal and/or Drugs Appeal Tribunal** to determine the identity, and responsibility for the cost of the interpreter; and
- a timely, written, reasoned decision.

14.2 **Any case before the Court of Arbitration for Sport shall be handled in accordance with the Court of Arbitration for Sport appeal procedure.**

CLAUSE 15 Court of Arbitration for Sport (“CAS”) Appeals

15.1 **Decisions Subject to Appeal**

Decisions made under this **Anti Doping Code** may be appealed as set forth below in Clause 15.2 through 15.4. Such decisions shall remain in effect while under appeal unless the appellate body orders otherwise. Before an appeal is commenced, the processes authorized in Clauses 12 and 13 must be exhausted.

15.2 **Appeals from Decisions Regarding Anti Doping Code Violations, Consequences, and Provisional Suspensions**

A decision that an **Anti Doping Code** violation was committed, a decision imposing **Consequences** for an **Anti Doping Code** violation, a decision that no **Anti Doping Code** violation was committed, a decision that the **ICC** lacks jurisdiction to rule on an alleged **Anti Doping Code** violation or its **Consequences**, may be appealed exclusively as provided in this Clause 15.2.

In cases under Clause 15.2. the following parties shall have the right to appeal to **CAS**:

- (a) the **Cricketer** or other **Person** who is the subject of the decision being appealed;
- (b) the other party to the case in which the decision was rendered;
- (c) **ICC** and any other **Anti-Doping Organization** under whose rules a sanction could have been imposed; and
- (d) **WADA**.

15.3 **Appeals from Decisions Granting or Denying a Therapeutic Use Exemption**

Decisions by **WADA** reversing the grant or denial of a **TUE** exemption may be appealed exclusively to **CAS** by the **Cricketer**, **ICC**, or **National Anti-Doping Organization**.

Decisions to deny **Therapeutic Use Exemptions**, and which are not reversed by **WADA**, may be appealed by **Cricketers** to **CAS**

15.4 Appeal from Decisions Pursuant to Clause 11

Decisions by **ICC** pursuant to Clause 11 may be appealed exclusively to **CAS** by the relevant **Member**.

15.5 Time for Filing Appeals

The time to file an appeal to **CAS** shall be twenty-one (21) days from the date of receipt of the decision by the appealing party. The above notwithstanding, the following shall apply in connection with appeals filed by a party entitled to appeal but which was not a party to the proceedings having lead to the decision subject to appeal:

- a) Within ten (10) days from notice of the decision, such party/ies shall have the right to request from the body having issued the decision a copy of the file on which such body relied;
- b) If such a request is made within the ten-day period, then the party making such request shall have twenty-one (21) days from receipt of the file to file an appeal to **CAS**.

CLAUSE 16

INCORPORATION OF ICC RULES, REPORTING AND RECOGNITION

16.1 Incorporation of ICC Anti Doping Code

All **Members** participating in **ICC Events** shall comply with this **Anti Doping Code**. This **Anti Doping Code** shall also be incorporated either directly or by reference into each **Members** domestic rules, regulations and/or contracts for **ICC Events**. Notwithstanding whether or not the rules, regulations and/or contracts of each **Member** participating in **ICC Events** shall specifically provide it, all **Cricketers** under the jurisdiction of such **Members** participating in **ICC Events** shall be bound by this **Anti Doping Code**.

16.2 Public Disclosure

Neither **ICC** nor its **Members** shall publicly identify **Cricket Players** whose **Samples** have resulted in **Adverse Analytical Findings**, or who were alleged to have violated other Clauses of this **Anti Doping Code** until it has been determined in a hearing in accordance with Clause 8 that an **Anti Doping Code** violation has occurred, or such hearing has been waived, or the assertion of an **Anti Doping Code** violation has not been timely challenged or the **Cricketer** has been **Provisionally Suspended**. Once a violation of this **Anti Doping Code** has been established, it shall be publicly reported within 20 days.

16.3 Recognition of Decisions by ICC

Any decision of **ICC** regarding a violation of this **Anti Doping Code** shall be recognized by all **Members**, which shall take all necessary action to render such results effective.

CLAUSE 17

RECOGNITION OF DECISIONS BY OTHER ORGANISATIONS

17.1 **Mutual recognition**

ICC recognises that the other **ICC Member's** either have or will shortly adopt anti-doping regulations.

17.2 **Mutual enforcement and assistance**

Accordingly, **ICC** hereby recognises that its **Member's** (including cricket bodies affiliated to such **Member's**) and their **Cricketers** are bound by such regulations of the other **ICC Member's** and their affiliates which have jurisdiction in relation to any event or occurrence to which such regulations pertain. Further, **ICC** shall recognise and enforce any suspension or other penalty imposed pursuant to the anti-doping regulations of the other **ICC Member's** as if **ICC** had imposed that suspension or other penalty and **ICC** shall offer every reasonable assistance to the other **ICC Member's** as they may require for the implementation and enforcement of their anti-doping regulations from time to time.

17.3 Any **Cricketer** who has been charged with a **Doping Practice** or comparable behaviour by any **ICC Member's** or its affiliates anywhere in the world or any signatory to the **WADA Code** is prohibited from being involved, whether as player, organiser, administrator or promoter, in an **ICC Event** pending the final resolution of such charge. Results or other final adjudications of any **Member's**, affiliates or **Signatories** to the **WADA Code** which are consistent with the **WADA Code** and are within the **Signatory's** authority, shall be recognised and respected by **ICC** and its **Members**. **ICC** and its **Members** may recognize the same actions of other bodies which have not accepted the **WADA Code** if the rules of those bodies are otherwise consistent with the **WADA Code**.

CLAUSE 18 **COMPLIANCE REPORTS TO WADA**

The **ICC** will report to **WADA** on the **ICC's** compliance with the **WADA Code** every second year and shall explain reasons for any non-compliance.

CLAUSE 19 **AMENDMENT AND INTERPRETATION OF ICC ANTI-DOPING CODE**

- 19.1 This **Anti Doping Code** may be amended from time to time by the **ICC** Executive Board.
- 19.2 Except as provided in Clause 19.5, this **Anti Doping Code** shall be interpreted as an independent and autonomous text and not by reference to existing law or statutes.
- 19.3 The headings used for the various Parts and Clauses of this **Anti Doping Code** are for convenience only and shall not be deemed part of the substance of this **Anti Doping Code** or to affect in any way the language of the provisions to which they refer.
- 19.4 The INTRODUCTION and the SCHEDULES shall be considered integral parts of this **Anti Doping Code**.
- 19.5 This **Anti Doping Code** has been adopted pursuant to the applicable provisions of the **WADA Code** and shall be interpreted in a manner that is consistent with applicable provisions of the **WADA Code**.
- 19.6 Notice to a **Cricketer** who is affiliated to a **Member** may be accomplished by delivery of the notice to the **Member**.
- 19.7 This **Anti Doping Code** shall not apply retrospectively to matters pending before the date this **Anti Doping Code** came into effect.

CLAUSE 20 MISCELLANEOUS

20.1 If any clause or provision of this **Anti-Doping Code** is held invalid, unenforceable or illegal for any reason, this **Anti-Doping Code** shall remain otherwise in full force apart from such clause or provision which shall be deemed deleted.

20.2 **Material Irregularity**

Any deviation from or other irregularity in compliance with the provisions of this **Anti-Doping Code** or any applicable term of the **WADA Code** or in the collection, transport, storage or analysis of any **Specimen** does not invalidate any finding, decision or positive test result unless such deviation or irregularity is such as to cast substantial doubt on the reliability of the positive test result or on the factual basis for such finding or decision.

SCHEDULE 1**SUBSTANCES AND METHODS PROHIBITED IN COMPETITION**

This **Anti Doping Code** shall incorporate the **Prohibited List** which is published and revised by **WADA**.

The **WADA Prohibited List** *in force is available on WADA's website at www.wada-ama.org.*

SCHEDULE 2
PROCEDURE OF THE DRUGS TRIBUNAL

1. **POWER TO REGULATE OWN PROCEDURE**

The procedure of the **Drugs Tribunal** in all such proceedings shall be as the particular **Drugs Tribunal** shall determine in each case but subject to this power to regulate its own procedure, it shall:-

- 1.1. generally conform with the procedures stated in this Schedule 2; and
- 1.2. generally conform to the Principles of Natural Justice as contained in the ICC Playing Handbook in force at the time of the relevant **ICC Event** and ensure that any **Cricketer** required to attend a hearing of the **Drugs Tribunal** be accorded the opportunity to be heard.
- 1.3. allow the relevant **National Anti Doping Organisation** to attend the hearing to present the details of its findings.

2. **NOTICE TO THE CRICKETER**

ICC shall within 24 hours of a reference being made to the **Drugs Tribunal** under clause 4.4.5 of the Code advise the **Cricketer** in writing:-

- 2.1. of the date, place and time of the hearing at which the proceedings against the **Cricketer** will be heard and of the charge;
- 2.2. that the **Cricketer** may request reasonable further particulars to the charge;
- 2.3. that the **Cricketer** is entitled to legal representation;

- 2.4. that the **Cricketer** may call and cross-examine witnesses;
- 2.5. that the **Cricketer** has a right of appeal; and
- 2.6. that if the **Cricketer** is unable to appear at the hearing as notified the **Cricketer** should inform **ICC** as soon as practicable.

3. **REPRESENTATION**

A **Cricketer** who is required to attend a hearing by a **Drugs Tribunal** shall be entitled to be assisted and/or represented at the hearing by a representative of his choice.

4. **POWERS OF ADJOURNMENT**

The **Drugs Tribunal** shall have power to postpone or adjourn a hearing at which proceedings are to be heard and shall furnish reasons for the postponement or adjournment. Any adjournment must be no longer than is consistent with deciding the case fairly and expeditiously. The **Drugs Tribunal** shall endeavour to ensure that proceedings are not heard in the absence of the **Cricketer**, but nothing in this **Anti-Doping Code** shall otherwise prevent a **Drugs Tribunal** hearing and determining proceedings in the absence of the **Cricketer** concerned where the **Cricketer** elects not to attend the hearing.

5. **NOTICE OF PARTICULARS**

The **Drugs Tribunal** shall ensure that prior to the hearing, the **Cricketer** has been supplied with and has had sufficient opportunity to consider the information provided to the **Cricketer** pursuant to clause 8.2.3 of this **Anti-Doping Code**.

6. **REQUIREMENT TO SUPPLY FULL PARTICULARS**

In the interests of time and minimising inconvenience, a **Cricketer** whose hearing is pending can be required by the **Drugs Tribunal** prior to the hearing to supply it with full particulars of the case that will be presented on the **Cricketer's** behalf at the hearing.

7. **INTERPRETERS**

Where in any case the **Drugs Tribunal** considers it necessary or desirable, it may direct **ICC** to have an interpreter present at a hearing.

8. **CONDUCT OF HEARING**

Unless it otherwise directs, the procedure of the **Drugs Tribunal** at the hearing will be as follows:-

- 8.1. the Chairman will explain the procedure to be followed;
- 8.2. particulars of the alleged **Doping Practice** will be presented;
- 8.3. the **Cricketer** will enter a plea of guilty or not guilty to the allegations;
- 8.4. in the event of a plea of not guilty:
 - 8.4.1. the notice received from **The relevant National Anti Doping Organisation in the Member Host Country** and associated documentation will be read and any other evidence in support of the allegations will be presented including oral evidence from witnesses;
 - 8.4.2. evidence from the **Cricketer** (if the **Cricketer** elects to give evidence) and from any witnesses that the **Cricketer** calls; and
- 8.5. submissions will be heard, including submissions as to any possible penalty.

8.6. The relevant **National Anti Doping Organisation** in the **Member Host Country** shall be entitled to attend the hearing and to present the details of their findings.

9. **DELIBERATIONS**

The **Drugs Tribunal's** hearing shall be conducted in private and only those with a legitimate interest in the outcome of the hearing shall be entitled to attend the hearing. The **Drugs Tribunal's** deliberations on its decision shall be conducted in private.

10. **REQUIREMENTS**

In a case alleging a **Doping Practice** involving the presence of a **Prohibited Substance** or its **Metabolites** or **Markers** in a **Cricket Player's** bodily **Specimen**, it will have to be proven (subject to clause 1.3 of this **Anti-Doping Code**) that:-

10.1. the identity of the **Cricket Player** tested;

10.2. that the **Specimen** came from such **Cricket Player**; and

10.3. that the **Specimen** contained the alleged **Prohibited Substance, Metabolite** or **Marker**.

11. **NOTIFICATION OF DECISION**

11.1. The decision of the **Drugs Tribunal** shall be advised to all relevant parties as soon as practicable after the conclusion of the hearing. Where it considers it appropriate, the **Drugs Tribunal** may deliver a short oral decision at the conclusion of the hearing with its reasons to be put in writing and communicated to the parties at a later date, or it may reserve its decision.

11.2. The **Cricketer** shall be entitled to a copy of the written decision of the **Drugs Tribunal**, which shall be sent to the **Cricketer** by **ICC** within 48 hours after it is provided to **ICC**.

11.3. Where the **Drugs Tribunal** finds a **Cricketer** guilty of an offence under this **Anti-Doping Code**, the **Cricketer** shall be advised by the **Drugs Tribunal** of the right of appeal to the **Drugs Appeal Tribunal**. Such advice shall be included in the **Drugs Tribunal's** written decision and occur at the conclusion of the hearing if an oral decision is given.

12. **RECORD OF PROCEEDINGS AND DECISION**

12.1. The hearing of proceedings by the **Drugs Tribunal** shall be fully audio recorded. The record of the proceedings and all papers associated with the proceedings shall be held by **ICC** and shall be made available to the **Cricketer** and/or the **Cricketer's Home Board** if they so require.

SCHEDULE 3 - PROCEDURE OF THE DRUGS APPEAL TRIBUNAL

1. POWER TO REGULATE OWN PROCEDURE

The procedure of the **Drugs Appeal Tribunal** in any hearing of an appeal shall be as the particular **Drugs Appeal Tribunal** shall determine in each particular case, but subject to this power to regulate its own procedure it shall:-

- 1.1. generally conform with the procedures stated in this Schedule 3; and
- 1.2. generally conform with the Principles of Natural Justice as contained in the ICC Playing Handbook in force at the time of the relevant ICC Event and ensure that any **Cricketer** who has appealed a decision of a **Drugs Tribunal** is accorded the opportunity of being heard at the hearing of the appeal by the **Drugs Appeal Tribunal**.
- 1.3. allow the **Drugs Tribunal** to attend the hearing to present the details of its findings.

2. COMMENCEMENT OF APPEAL

An appeal shall be commenced by the lodging of a notice of appeal in writing with **ICC**.

3. NOTICE OF APPEAL

The notice of appeal shall be lodged within 3 days after the date on which the written decision of the **Drugs Tribunal** appealed against is received by the **Cricketer**.

4. LODGE OF APPEAL

An appeal shall be lodged when a notice of appeal is received by **ICC**.

5. CONTENTS OF NOTICE

The notice of appeal shall be in writing signed by the **Cricketer** lodging the appeal and shall specify:-

- 5.1. the name of the **Cricketer** lodging the appeal;
- 5.2. the decision appealed against;
- 5.3. the date of the decision appealed against; and
- 5.4. the specific grounds of the appeal.

Except as provided, no specific form of notice of appeal is required.

6. **RECORD OF PROCEEDINGS IN DRUGS TRIBUNAL**

On the lodgement of the appeal, **ICC** shall make available to the **Drugs Appeal Tribunal** the full record of the proceedings before the **Drugs Tribunal**.

7. **HEARING DATE**

The **Drugs Appeals Tribunal** shall convene to review the record of the proceedings, consider the notice of appeal and decide if there are reasonable grounds to appeal (ie new material evidence) and whether to hear additional evidence. If the **Drugs Appeal Tribunal** decide that a further hearing is necessary the appeal hearing shall be heard as soon as practicable after the lodgement of the appeal. The **Drugs Appeal Tribunal** shall set a time, date and place for the hearing of the appeal within 48 hours of the lodgement of the appeal and **ICC** shall inform the **Cricketer** who has lodged the appeal accordingly.

8. **DELIBERATIONS**

The **Drugs Appeal Tribunal** hearing shall be conducted in private and only those with a legitimate interest in the outcome of the hearing shall be entitled to attend the hearing. The **Drugs Appeal Tribunal's** deliberations on its decision shall be conducted in private.

9. **POWER OF ADJOURNMENT**

The **Drugs Appeal Tribunal** shall have power to postpone or adjourn the hearing of an appeal and shall furnish reasons for the postponement or adjournment. Any adjournment must be no longer than is consistent with deciding the case fairly and expeditiously. The **Drugs Appeal Tribunal** shall endeavour to ensure that proceedings are not heard in the absence of the **Cricketer**, but nothing in this **Code** shall otherwise prevent the **Drugs Appeal Tribunal** hearing and determining proceedings in the absence of the **Cricketer** concerned where the **Cricketer** elects not to attend the hearing.

10 **REPRESENTATION**

The **Cricketer** may be assisted and/or represented before the **Drugs Appeal Tribunal** by a representative of his choice.

11 **DELIVERY OF DECISION**

The decision of the **Drugs Appeal Tribunal** shall be advised as soon as practicable after the conclusion of the hearing. Where it consider it appropriate, the **Drugs Appeal Tribunal** may deliver a short oral decision at the conclusion of the hearing with its reasons to be put in writing and communicated to the parties at a later date, or it may reserve its decision.

12 **WRITTEN DECISION**

The **Cricketer** shall be entitled to a copy of the **Drugs Appeal Tribunal's** written decision which shall be provided by the **Drugs Appeal Tribunal** as soon as practicable after it is available.

13 **RECORD OF APPEAL PROCEEDINGS**

The hearing of any appeal by a **Drugs Appeal Tribunal** shall be fully audio recorded. The record of proceedings and all papers produced at the hearing shall be retained by

the **ICC** which shall be made available to the **Cricketer** and/or the **Cricketer's Home Board** if they so require, at the cost of such **Cricketer** or body.

14 COURT OF LAW

No **Cricketer** or any other person subject to this **Code** shall be entitled to pursue any recourse in respect of a doping matter, in a court of law unless such party has exhausted all the provisions of this **Anti-Doping Code**.

SCHEDULE 4 - TESTING PROTOCOL

PREAMBLE

It is acknowledged that the relevant **National Anti Doping Organisation** in the **Member Host Country** shall follow the testing protocol outlined in this Schedule 4 and **ICC** shall cooperate with the relevant **National Anti Doping Organisation** in the **Member Host Country** in accordance with this Schedule 4.

1. DEFINITIONS

1.1. In this Schedule 4, unless the context otherwise requires:-

1.1.1. "**Chief Sampling Officer**" means the **Sampling Officer** appointed and accredited by The relevant **National Anti Doping Organisation** in the **Member Host Country** to be responsible for the overseeing of the remaining **Sampling Officers**, the procedures used in the testing of **Cricket Players**, and the conduct of any other duties as determined by The relevant **National Anti Doping Organisation** in the **Member Host Country**;

1.1.2. "**Sampling Officer**" means a person appointed and accredited by The relevant **National Anti Doping Organisation** in the **Member Host Country** to assist in the obtaining of **Specimens** from **Cricket Players** and who is under the direct control of the Chief Sampling Officer, and "**Sampling Officers**" shall have a corresponding meaning.

2. TESTING

Cricket Players may be tested during the Support Period and/or during the relevant **ICC Event** in accordance with the provisions of clause 6.1 of the **Code**.

3. THE DRAW DURING A MATCH

- 3.1. The random draw for the selection of **Cricket Players** to be tested shall be made before commencement of play.
- 3.2. The **Chief Sampling Officer** will arrange for the random draw to be made by the two team managers or their delegated representatives and overseen by the fourth umpire. Each team manager shall draw two **Cricket Players** of the opposition team, or failing that, an independent person shall conduct the draw.
- 3.3. The **Chief Sampling Officer** shall provide a set of cards numbered 1 to 12 as appearing in the official match programme or official team list. The cards shall be placed so as to expose only the reverse side which is to be blank. The cards shall then be rearranged. Each team manager shall select two cards from the other team and sign on the reverse side of the card. Each team manager shall also select another card and mark this with an "R" in addition to the team manager's signature.
- 3.4. Subject to paragraph 5.1 of this Schedule 4, the two **Cricket Players** from each team whose numbers correspond to the numbers on the cards shall undertake a test.
- 3.5. Notwithstanding any other provision in this paragraph 3, The relevant **National Anti Doping Organisation** in the **Member Host Country** may select for testing at any time during a match such additional **Cricket Players** from either team as The relevant **National Anti Doping Organisation** in the **Member Host Country** in its sole discretion considers appropriate.

4. TESTING DURING THE SUPPORT PERIOD

All **Cricket Players** will, at reasonable times, at training sessions and /or warm up matches during the **Support Period**, be subject to random testing out of competition.

The provisions of the paragraphs below shall apply *mutatis mutandis* to such testing. A **Cricketer** may be tested more than once during the **Support Period**.

5. **RESPONSIBILITIES**

5.1. The **Sampling Officer** shall, as soon as is reasonably practical after the conclusion of the match, identify himself or herself to the two **Cricket Players** selected pursuant to clause 3 of this Schedule 4 and inform them of the requirements to submit themselves to a test. Where a **Cricket Player** whose name corresponds with the number selected in accordance with Clause 3.3 of this Schedule is seriously injured during the cricket match so as to be incapable of providing a **Specimen**, the **Cricket Player** whose number corresponds with the card previously marked "R" by the team manager shall undertake the test as the replacement for the injured **Cricket Player** and shall be so informed as soon as reasonably practical after the conclusion of the match in accordance with the provisions of this paragraph.

5.2. A **Sampling Officer** (as appointed by the **Chief Sampling Officer**) shall accompany each **Cricket Player** selected to be tested from the time the **Chief Sampling Officer** notifies the **Cricket Player** that the **Cricket Player** has been selected until such time as the **Specimen** has been taken from the **Cricket Player** and sealed.

5.3. The selected **Cricket Player** must arrive at the **Specimen** collection facility immediately after being advised that he has been selected. Notwithstanding this paragraph 5.3, should the selected **Cricket Player**:-

5.3.1. be required to attend a post match ceremony;

5.3.2. be required to fulfil media commitments;

5.3.3. be required to perform a cool down; or

5.3.4. be required to receive any reasonably necessary medical attention or food or drink excluding **Prohibited Substances**;

the **Cricket Player** shall be entitled to arrive at the **Specimen** collection facility within one hour of being informed of selection.

5.4. The **Cricket Player** should be informed by the **Sampling Officer** that the **Cricket Player** should not void urine until such time as the **Cricket Player's Specimen** has been taken.

5.5. The **Cricket Player** should be provided with sufficient liquid to enable the provision of a **Specimen**.

6. **SAMPLING ROOM**

6.1. **ICC** must ensure that a suitable sampling room is made available to the **Sampling Officers**. The sampling room shall consist of:-

6.1.1. a waiting area;

6.1.2. a **Specimen** collection area;

6.1.3. a place of sufficient size to allow a **Sampling Officer** to directly observe a **Cricket Player** providing the **Specimen**; and

6.1.4. sufficient amenities to facilitate the provision of a **Specimen**.

6.2. Only the following persons shall be authorised to attend the sampling room:-

- 6.2.1. the **Cricket Player**;
 - 6.2.2. an accompanying person of the **Cricket Player's** choice who may be a representative of the **Cricket Player's Home Board**;
 - 6.2.3. the **Chief Sampling Officer**;
 - 6.2.4. the **Sampling Officer** who has accompanied the **Cricket Player** since the **Cricket Player's** notification of selection; and
 - 6.2.5. an interpreter (if required).
- 6.3. Any other persons shall only be authorised to enter the sampling room with the consent of the **Chief Sampling Officer**, such consent to be at the reasonable discretion of the **Chief Sampling Officer**.

SCHEDULE 5

Logistics of Doping Control Procedure

In order to conform to regulations regarding the testing of players at the Event, the following will take place, requiring minimal input from the IDI Event Coordinator (EC).

- For the ICC Champions Trophy 2006 testing of two players from each team will occur at the following:
 - Two Matches in the Preliminary Stage, randomly selected
 - Four Matches in the Group Stage, randomly selected
 - Final

- Sampling Officers will notify ECs when they arrive at the match venue that they are on site.
- One hour before the match the EC will accompany the Chief Sampling Officer to the dressing rooms when the Team Managers shall provide the EC with the completed Team Sheet.

At this stage the Chief Sampling Officer and the Team Managers (or appropriate Team Official) will make their way to the Doping Control Room, sited close to the players' areas, and the draw will be conducted to identify the players to be tested. The EC will take the completed team-sheet and make a photocopy to return to the Chief Sampling Officer after the draw.

One of the match officials must be at the draw to ensure its integrity – the EC should fetch the 4th official from the match officials' room to assist in this process.

The EC will not be present during the draw.

At the end of the match, the Chief Sampling Officer will notify the Team Managers of the identified players and then immediately to the players themselves. Ideally notification to the players shall be as soon as they come off the pitch and before they get into the changing rooms. The players have a maximum of one hour to present themselves at the Doping Control Room for testing. During this time, they will be free to attend any post-match commitments, such as a presentation or press conference, but they will always be accompanied (albeit discreetly) by Sampling Officers, including inside the dressing rooms. All Team Managers and the Anti-Corruption and Security Unit are aware of these protocols.

The EC will take no part in the testing procedure.