

# ICC Disputes Resolution Committee

## Terms of Reference

### 1 Status and Remit of Committee

- 1.1 The ICC Disputes Resolution Committee (“Disputes Committee”) is established as a committee of the International Cricket Council (the “Council”) the members of which shall be appointed from time to time to decide any particular dispute or disputes falling within its remit.
- 1.2 The Disputes Committee shall act independently of the Executive Board, the President and the Chief Executive.
- 1.3 The decision of the Disputes Committee in each case shall be reported to the Executive Board.
- 1.4 The Disputes Committee shall have jurisdiction to decide disputes between Members or between any Member and the Council or any Director or officer thereof or between any Member and IDI or any Director or officer thereof or any Player, Umpire or Official or any other person agreeing to submit to the Disputes Committee’s jurisdiction other than:
  - (A) those disputes which are expressly referred to other persons or bodies in the Articles of Association of the Council, the Committee Manual, the Members’ Agreement and any Regulations or other rules made by Ordinary or Special Resolution of the Members, or by an agreement binding upon the parties to the dispute; or
  - (B) those disputes which, in the opinion of the President at his sole discretion, should properly be determined by an arbitral tribunal appointed in accordance with the Rules of the Court of Arbitration for Sport in Lausanne, Switzerland.
- 1.5 Unless otherwise stated in the Committee Manual or provided for by Ordinary or Special Resolution of the Members, these Terms of Reference shall constitute part of the Council’s Arbitration Rules within the meaning of Clause 3 of the Members’ Agreement dated 4 August 1997.
- 1.6 These Terms of Reference shall be deemed to come into effect on 01 July 2004.

### 2. Relationship with the Council

- 2.1 The Council has been established with the object of administering, developing, co-ordinating, regulating and promoting the game of cricket worldwide in co-operation with its Members and to do all such things as are incidental to, or as the Council may think conducive to, the attainment of all or any of the above objects.
- 2.2 The power of the Council to appoint from time to time a Disputes Committee is exercised in furtherance of such objects and in the interests of the game of cricket worldwide to resolve disputes fairly and promptly according to procedures appropriate to the nature of each dispute and in a manner complementary to other methods of dispute resolution applicable to the activities of the Council, its officers and directors, its Members and other relevant persons.

2.3 To the extent that any officer or employee of the Council or any other Committee of the Council is a party to a dispute properly before the Disputes Committee, such persons agree to submit to the jurisdiction of, and co-operate with, the Disputes Committee in the discharge of its functions and do all such things as are reasonably within their power to facilitate the discharge of the Disputes Committee's functions and to abide by or implement, as the case may be, the decisions of the Disputes Committee.

### **3. Relationship with Members**

3.1. All Members have agreed to submit to the jurisdiction of, and co-operate with, the Disputes Committee in the discharge of its functions and do all such things as are reasonably within their power to facilitate the discharge of the Disputes Committee's functions and to abide by or implement, as the case may be, the decisions of the Disputes Committee.

### **4 Notice of a Dispute**

4.1 Any party intending to submit a dispute before the Disputes Committee shall give written notice to the President, briefly stating the nature of the dispute, identifying the parties to the dispute and requesting that the Disputes Committee be appointed to resolve the dispute.

### **5. ICC Event Disputes**

5.1 The following provisions of this paragraph shall apply in relation to all disputes which:

(A) arise within 30 days of the first match of an ICC Event or during an ICC Event; and

(B) relate to that ICC Event

(an "ICC Event Dispute").

5.2 Composition of the Disputes Committee.

At least 30 days before the first Match of an ICC Event the Chairman of the Code of Conduct Commission, in consultation with the Chief Executive, shall appoint a Panel of 10 (ten) Disputes Committee members (the "Panel"). These members shall be drawn from any one or more of the following: the Executive Board, the Audit Committee, Chief Executives' Committee, Cricket Committee, Code of Conduct Commission or any other independent persons with the relevant area of expertise as may be required in the opinion of the Chairman of the Code of Conduct Commission.

5.3 Those persons who are appointed to the Panel in accordance with paragraph 5.2 shall be put on notice that they are required to be available, from the date of their appointment until the conclusion of the ICC Event, to resolve ICC Event Disputes arising in relation to that ICC Event.

5.4 Where a dispute is notified in accordance with paragraph 4.1 and it is an ICC Event Dispute then the Chairman of the Code of Conduct Commission, in consultation with the Chief Executive, shall appoint the Disputes Committee to resolve the dispute from those persons appointed to the Panel. This shall be done as soon as practicable following notification of a dispute in accordance with paragraph 4.1 above or where the President is otherwise satisfied that a dispute referred to an ICC Event Technical Committee properly falls for determination by the Disputes Committee.

5.5 Ordinarily the Disputes Committee shall comprise at least three (3) and no more than five (5) persons drawn from the Panel. However, the Chairman of the Code of Conduct

Commission may determine, in his absolute discretion, that the Disputes Committee formed to deal with the matter in question shall comprise just one person and these Terms of Reference shall be construed accordingly.

- 5.6 The Disputes Committee shall determine ICC Event Disputes as an expert, not as an arbitrator. The decision of the Disputes Committee in respect of an ICC Event Dispute shall be final and binding unless the parties have otherwise agreed expressly in writing in any contract with the Council or IDI (or with any affiliated entity of the Council or IDI) relating to the ICC Event.
- 5.7 The Disputes Committee members shall remain appointed to hold office until such time as the Chairman of the Code of Conduct Commission, in consultation with the Chief Executive and the Disputes Committee Chairman, deems that their role in the resolution of any dispute referred to it has properly concluded. The Chairman of the Code of Conduct Commission shall notify the Disputes Committee members in writing that their appointment in respect of a particular case is concluded. After such time, the obligations of members of the Disputes Committee, other than those relating to confidentiality, shall cease.
- 5.8 The appointment of a person as a member of a Disputes Committee in relation to a particular dispute or disputes shall not, of itself, preclude the appointment of the same person to a Disputes Committee constituted in respect of another dispute or disputes involving the same or different parties or issues.
- 5.9 All paragraphs of these Terms of Reference shall apply to ICC Event Disputes, except for paragraph 6 below.
- 5.10 For the purposes of these Terms of Reference “ICC Events” shall mean any major international tournament organised by the Council, including but not limited to the ICC Cricket World Cup, the ICC Champions Trophy, the ICC Under 19 Cricket World Cup and the ICC Trophy.

## **6. Non ICC Event Disputes**

- 6.1 The following provisions of this paragraph shall apply in relation to all disputes falling within the jurisdiction of the Disputes Committee, which are not ICC Event Disputes (“Non-ICC Event Disputes”).
- 6.2 The composition of the Disputes Committee shall be determined by the Chairman of the Code of Conduct Commission, in consultation with the Chief Executive. The Chairman of the Code of Conduct Commission shall appoint the members of the Disputes Committee as soon as practicable following notification of a dispute under paragraph 4.1.
- 6.3 Subject to paragraph 6.4, the Disputes Committee shall comprise at least three (3) and no more than five (5) persons drawn from any one or more of the following: the Executive Board, the Audit Committee, Chief Executives’ Committee, Cricket Committee, Code of Conduct Commission or any other independent persons with the relevant area of expertise as may be required in the opinion of the Chairman of the Code of Conduct Commission.
- 6.4 Where notification of a dispute under paragraph 4.1 is given within 30 days of the start of a Tour or during a Tour and the dispute relates to that Tour then the Chairman of the Code of Conduct Commission may determine, in his absolute discretion, that the Disputes Committee to deal with the dispute shall comprise only one person and these Terms of Reference shall be construed accordingly.
- 6.5 The decision of the Disputes Committee shall be final and binding on the parties.

- 6.6 The Disputes Committee members shall remain appointed to hold office until such time as the Chairman of the Code of Conduct Commission, in consultation with the Chief Executive and the Disputes Committee Chairman, deems that their role in the resolution of any dispute referred to the Disputes Committee has properly concluded. The Chairman of the Code of Conduct Commission shall notify the Disputes Committee members in writing that their appointment in respect of a particular case is concluded. After such time, the obligations of members of the Disputes Committee, other than those relating to confidentiality, shall cease.
- 6.7 The appointment of a person as a member of a Disputes Committee in relation to a particular dispute or disputes shall not, of itself, preclude the appointment of the same person to a Disputes Committee constituted in respect of another dispute or disputes involving the same or different parties or issues.
- 6.8 All paragraphs of these Terms of Reference shall apply to Non-ICC Event Disputes, except for paragraph 5 above.

## **7 Qualifications of the Chairman of the Disputes Committee**

- 7.1 The Disputes Committee shall have one Chairman who shall be appointed by the Chairman of the Code of Conduct Commission in consultation with the Chief Executive. Whilst the Chairman of the Disputes Committee may be a national of, or resident in a Member country, he shall not be an officer, employee or agent of any Member and neither shall he be a member of the Executive Board or have any relationship with a party to the dispute such as may reasonably be considered by the Chairman of the Code of Conduct Commission to give rise to a conflict of interest.
- 7.2 No person shall be appointed to be Chairman of the Disputes Committee unless he be:
- (A) considered by the Chairman of the Code of Conduct Commission or the Chief Executive to have a good and sufficient knowledge and understanding of the game of cricket, the operation of a body charged with the promotion or development of sport on an international basis and the operation of law as it applies to such matters; and
  - (B) considered by the Chairman of the Code of Conduct Commission or the Chief Executive to be a person held in high regard generally.
- 7.3 The Chairman of the Code of Conduct Commission shall be entitled, if so requested by the Chief Executive, to appoint himself as Chairman of the Disputes Committee.

## **8. Qualifications of an ordinary member of the Disputes Committee**

- 8.1 No person shall be eligible for nomination as an ordinary member of the Disputes Committee who is a representative of a Member or other person who is a party to the dispute or is otherwise so connected to such Member or person as may reasonably be considered by the Chairman of the Code of Conduct Commission to give rise to a conflict of interest.
- 8.2 No person shall be eligible for nomination as an ordinary member of the Disputes Committee who is a current Player, Umpire, Referee or team official or who is otherwise so connected to such person or persons as may reasonably be considered by the Chairman of the Code of Conduct Commission to give rise to a conflict of interest.

## **9. Removal of Disputes Committee Members**

9.1 The office of any member of the Disputes Committee (including the Chairman) shall be vacated if:

- (A) he resigns his office by notice in writing delivered to the Chief Executive;
- (B) he refuses or fails to honour any obligations of confidentiality;
- (C) the Chairman of the Code of Conduct Commission, or, in the event that the member in question is the Chairman of the Code of Conduct Commission, the President, decides that he is by reason of sickness or similar matters no longer able to perform the functions of a Disputes Committee member or he becomes a patient for any purpose of any law or statute relating to mental ill health;
- (D) without leave he be absent from three consecutive meetings of the members of the Disputes Committee and the Chairman of the Code of Conduct Commission, or, in the event that the member in question is the Chairman of the Code of Conduct Commission, the President, decides that his office is vacated;
- (E) he becomes bankrupt or compounds with his creditors;
- (F) he is prohibited by law from acting on the Disputes Committee;
- (G) he is convicted of a criminal offence and the Chairman of the Code of Conduct Commission or, in the event that the member in question is the Chairman of the Code of Conduct Commission, the President decides that it is undesirable that he continues to hold office;
- (H) he or any body of which he is, or has been, a director, partner or controller be the subject of any complaint, investigation or misconduct or of malpractice in connection with his or its business affairs, including affairs related to the game of cricket and the Chairman of the Code of Conduct Commission or, in the event that the member in question is the Chairman of the Code of Conduct Commission, the President decides that it is undesirable that he continues to hold office; or
- (I) he be dismissed or requested to resign from any office of employment or any fiduciary office or position of trust, whether or not remunerated, and the Chairman of the Code of Conduct Commission or, in the event that the member in question is the Chairman of the Code of Conduct Commission, the President decides that it is undesirable that he continues to hold office.

9.2 In the event of the death of any member of the Disputes Committee, or in the event that the office of any member be vacated for whatever reason, the Chairman of the Code of Conduct Commission or, in the event that the member in question is the Chairman of the Code of Conduct Commission, the President in consultation with the Chief Executive shall appoint a replacement member for the remainder of the term of office of the Disputes Committee.

## **10. Duties of Disputes Committee Members**

10.1 Disputes Committee members shall maintain the confidentiality of all information which comes into their possession during the carrying out of their duties to the Committee and after their term of office has concluded, except as required by law.

- 10.2 Disputes Committee members shall use all reasonable endeavours to decide disputes promptly and fairly and shall conduct themselves honestly and diligently in the carrying out of their duties.
- 10.3 Disputes Committee members shall observe these Terms of Reference when participating in proceedings for the resolution of any dispute before them and undertake at all times to act in the best interests of the game of cricket as a whole.

## **11 Conduct of Proceedings**

- 11.1 Once the Disputes Committee has been duly constituted by the Chairman of the Code of Conduct Commission, all appointed members shall consult with each other to determine an appropriate procedure for resolving the particular dispute or disputes before them. Unless the Disputes Committee determines otherwise, the procedure shall comprise written submissions from the parties and, if the Disputes Committee deems it appropriate, an oral hearing.
- 11.2 Unless the Disputes Committee determines otherwise, its proceedings shall be conducted in private.
- 11.3 The Disputes Committee shall be entitled to call for such evidence and in such form, whether verbal, written, or otherwise recorded as it may, in its absolute discretion, reasonably deem necessary for the proper discharge of its duties and all parties shall provide all such evidence and do all such things as are reasonably within their power to facilitate the discharge of the Disputes Committee's functions. Without limiting the generality of the foregoing, each party shall provide copies of all such documents as may reasonably be requested by the Disputes Committee.
- 11.4 All evidence and other information provided to the Disputes Committee shall, unless otherwise agreed with the Chairman in advance, become and remain the property of the Disputes Committee.
- 11.5 The parties may be represented or assisted by persons of their choice, such representation to be at their own cost. Any other person giving oral evidence to the Committee shall be entitled to be accompanied by an adviser/lawyer, at their own cost.
- 11.6 Subject to paragraph 1 above, the Disputes Committee shall determine its own jurisdiction and rule whether or not any particular person or body may participate as a party to the proceedings or in any other capacity.
- 11.7 The Disputes Committee shall determine the juridical seat of the proceedings which may not necessarily be the place of its deliberations or of its hearings, if any.
- 11.8 A member of the Disputes Committee shall be treated as present in person at a meeting or hearing notwithstanding that he is not physically present at the place where the meeting or hearing is held if he is in continuous communication with the meeting by conference telephone or other communication equipment permitting each person physically present at or so in communication with the meeting to hear and be heard by each other person. Such a member shall be counted in the quorum of the meeting and shall be entitled to vote.
- 11.9 Where the parties have agreed, or are otherwise required, to attempt to resolve their dispute first by good faith negotiation for a specified period of time and that time period has not yet expired, the Disputes Committee shall decide, in its sole discretion, whether further time should be allowed to the parties for negotiation or whether, in all the

circumstances, it is appropriate for the Disputes Committee to proceed with the case immediately.

11.10. The parties and any other person participating in the proceedings shall not disclose to any third party any facts or other information relating to the dispute or the proceedings without the consent of the Disputes Committee or (if the Dispute Committee's term of office has concluded) the Chairman of the Code of Conduct Commission.

11.11 All documentation or other evidence obtained, used or generated by the Disputes Committee shall be kept by the Executive Board in a secure place for a period of not less than 6 years. Thereafter it may be retained or destroyed as the Executive Board shall, at its absolute discretion, determine.

## 12. **The Decision**

12.1 Unless the parties agree to settle their dispute in the meantime, the Disputes Committee shall decide the outcome of the case by majority. There shall be reasons given for the decision which shall be submitted to the parties with a copy to the Executive Board on such date as may be determined by the Disputes Committee in its absolute discretion.

12.2 No member of the Disputes Committee may abstain from voting on the outcome of any dispute but any member may record a dissenting opinion which may be attached to the majority decision with the permission of the Chairman.

12.3 If, when considering its decision, the Disputes Committee is unable to reach a clear majority view, the Chairman of the Disputes Committee shall have the casting vote.

12.4 If any member of the Disputes Committee fails or is unable to complete the proceedings in the manner prescribed in these Terms of Reference, the remaining members (of which, subject to paragraphs 5.5 and 6.4 of these Terms of Reference, there must be at least two) may proceed in his absence and reach a decision. In the event that the Disputes Committee consists of only one person and that person fails or is unable to complete the proceedings in the manner prescribed in these Terms of Reference, then the Chairman of the Commission, or if the person in question is the Chairman of the Commission, the President shall appoint a replacement, who shall proceed with the case and reach a decision.

12.5 The Disputes Committee shall have full power to determine the facts and law applicable to the dispute save that:

(A) in proceedings to which the Council or any officer or employee of the Council is a party, the substantive law applicable to the dispute shall be the law of the British Virgin Islands; and

(B) to the extent that in connection with any dispute before the Disputes Committee a matter arises which properly falls within the sole jurisdiction of another person or body (for example, the President's power to interpret the Articles of Association or the Regulations or any Resolution), the Disputes Committee shall not rule upon such matter but shall issue such directions as may be appropriate (including an adjournment) to ensure that all matters relevant to the resolution of the dispute are taken into account and decided, where necessary. The Disputes Committee shall take due account of and shall apply, where appropriate, any findings or decisions of other persons or bodies which are binding on one or more of the parties.

### **13. Fees and Expenses**

- 13.1 Subject to paragraph 11.5 above, the Council shall be responsible for all costs and expenses properly incurred directly or indirectly by the Disputes Committee or any member acting in the Disputes Committee and such costs and expenses shall, forthwith upon their being approved by the Chief Executive, be reimbursed by the Council.
- 13.2 The Chairman and each other member of the Disputes Committee shall be entitled to such fees and allowances as may be determined by the Executive Board from time to time.

### **14. Indemnity**

- 14.1 The Council hereby agrees to indemnify and keep indemnified each Disputes Committee member from and against all liabilities, obligations, losses, damages, suits and expenses which may be incurred by or asserted against the Disputes Committee member in his capacity as such other than those resulting from the fraud or wilful misconduct of the member.

### **15. Interpretation**

- 15.1 Unless the context otherwise requires, words or expressions contained in these Terms of Reference shall bear the same meaning as in the Memorandum and Articles of Association of the Council or in the Code of Conduct or in any Regulation of the Council in force as at the date hereof.
- 15.2 Where the context permits, any reference in these Terms of Reference to the "Disputes Committee" shall be taken to refer to any particular Disputes Committee as shall be appointed from time to time by the Chairman of the Code of Conduct Commission, in consultation with the Chief Executive, to decide a particular dispute or disputes under these Terms of Reference.

### **16. Governing Law**

- 16.1 These Terms of Reference shall be governed by and construed in accordance with English law.
- 16.2 If any dispute arises concerning the interpretation of these Terms of Reference, then, where such dispute arises before the appointment of the Disputes Committee, or after the Disputes Committee's role is concluded, in accordance with paragraph 5.7 or paragraph 6.6 above, the President shall, in consultation with the Vice President (when there is one in place), finally decide such dispute. In all other cases, the dispute shall be determined by the Disputes Committee.
- 16.3 For the avoidance of doubt, no disputes appeals or questions of interpretation or any other matter in relation to these Terms of Reference shall be submitted to any other process other than those processes set out in these Terms of Reference.