Anti-Corruption Code for Participants

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CRICKET MALAWI - ANTI-CORRUPTION CODE FOR PARTICIPANTS

ARTICLE 1 INTRODUCTION, SCOPE AND APPLICATION

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

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

1.1.2 Public confidence in the authenticity and integrity of the sporting contest is therefore vital. If that confidence is undermined, then the very essence of cricket will be shaken to the core.

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

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

1.1.5 The Cricket Malawi is committed to taking every step in its power (a) to prevent corrupt practices undermining the integrity of the sport of cricket, including any efforts to influence improperly the outcome or any other aspect of any *Match*; and (b) to preserve public confidence in the readiness, willingness and ability of the Cricket Malawi the ICC and all other *National Cricket Federations* to protect the sport from such corrupt practices.

1.2 This *Anti-Corruption Code* is to be interpreted and applied by reference to the fundamental sporting imperatives described in Article 1.1 (including, without limitation, where an issue arises that is not expressly addressed in this *Anti-Corruption Code*). Such interpretation and application shall take precedence over any strict legal or technical interpretations of this *Anti-Corruption Code* that may otherwise be proposed.

1.3 Unless otherwise indicated, references in this *Anti-Corruption Code* to Articles and Appendices are to articles and appendices of this *Anti-Corruption Code*. Unless set out in the Articles below, their respective definitions are set out in Appendix 1.

1.4 This *Anti-Corruption Code* applies to all *Participants.* For these purposes, a **"Participant"** is:

1.4.1 any cricketer who:

1.4.1.1 is selected (or who has been selected in the preceding twenty-four (24) months) to participate in an *International Match* and/or a *Domestic*

Match for any playing or touring club, team or squad that is a member of, affiliated to, or otherwise falls within the jurisdiction of, the Cricket Malawi or any other *National Cricket Federation*; and/or

1.4.1.2 is subject to an unexpired period of *Ineligibility* imposed on him/her pursuant to this *Anti-Corruption Code* and/or any anti-corruption rules of the *ICC* or any other *National Cricket Federation*

(a **"Player"**); and/or

1.4.2 any coach, trainer, manager, selector, team owner or official, doctor, physiotherapist or any other person who:

1.4.2.1 is employed by, represents or is otherwise affiliated to (or who has been employed by, has represented or has been otherwise affiliated to in the preceding twenty-four (24) months) a team that participates in *International Matches* and/or a playing or touring club, team or squad that participates in *Domestic Matches* and is a member of, affiliated to, or otherwise falls within the jurisdiction of, the Cricket Malawi or any other *National Cricket Federation;* and/or

1.4.2.2 is subject to an unexpired period of *Ineligibility* imposed on him/her pursuant to this *Anti-Corruption Code* and/or any anti-corruption rules of the *ICC,* or any other *National Cricket Federation*

(a **"Player Support Personnel"**); and/or

1.4.3 any *Match Referee, Pitch Curator, Player Agent, Umpire* or *Umpire Support Personnel.*

NOTE: *For the avoidance of doubt, the Cricket Malawi's jurisdiction to take action against a Participant under this Anti-Corruption Code is limited, subject to the provisions of Article 1.7 below, to Corrupt Conduct taking place in, or in relation to, Domestic Matches sanctioned or approved by the Cricket Malawi.*

1.5 Each *Participant* is automatically bound by this *Anti-Corruption Code* as soon as he/she becomes a *Participant.* From that point, he/she shall be deemed to have agreed:

1.5.1 not to engage in *Corrupt Conduct* in respect of any *Match,* wherever it is held and whether or not he/she is personally participating or involved in any way with it;

1.5.2 that it is his/her personal responsibility to familiarise him/herself with all of the requirements of this *Anti-Corruption Code*, and to comply with those requirements (where applicable);

1.5.3 to submit to the jurisdiction of the Cricket Malawi to investigate apparent or suspected *Corrupt Conduct* that would amount to a violation of this *Anti-Corruption Code*;

1.5.4 to submit to the jurisdiction of any *Anti-Corruption Tribunal* convened under this *Anti-Corruption Code* to hear and determine, (a) any allegation by the Cricket Malawi that the *Participant* has committed *Corrupt Conduct* under this *Anti-Corruption Code*; and (b) any related issue (e.g. any challenge to the validity of the charges or to the jurisdiction of the Cricket Malawi or the *Anti-Corruption Tribunal*, as applicable);

1.5.5 to submit to the exclusive jurisdiction of the *CAS* to hear and determine appeals made pursuant to this *Anti-Corruption Code*;

1.5.6 not to bring any proceedings in any court or other forum that are inconsistent with the foregoing submissions to the jurisdiction of the aforementioned tribunals and the *CAS*;

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

1.5.8 to waive and forfeit any rights, defences and privileges provided by any law in any jurisdiction to withhold, or reject the provision of, information requested by the *Designated Anti-Corruption Official* in a *Demand*.

1.6 Without prejudice to Article 1.5, a *Participant* shall also be bound by the anti-corruption rules of the *ICC* and all other *National Cricket Federations*:

1.6.1 not to commit *Corrupt Conduct* as set out under those rules; and

1.6.2 to submit to the jurisdiction of first instance and appeal hearing panels convened under those rules to hear and determine allegations of breach of such rules and related issues.

NOTE: *Copies of the anti-corruption rules of the ICC and all other National Cricket Federations can be found on the ICC Website. The substance of each set of anti-corruption rules (including what constitutes Corrupt Conduct and the sanctions for such Corrupt Conduct) of the ICC and National Cricket Federations are materially the same as this Anti-Corruption Code.*

1.7 For the avoidance of any doubt:

1.7.1 Where a *Participant's* alleged *Corrupt Conduct* would amount solely to a violation of this *Anti-Corruption Code* (whether such *Corrupt Conduct* actually relates to a *Domestic Match* or not), the Cricket Malawi will have the exclusive right to take action against the *Participant* under this *Anti-Corruption Code* for such *Corrupt Conduct;*

1.7.2 Where a *Participant's* alleged *Corrupt Conduct* would amount solely to a violation of the anti-corruption rules of the *ICC* (whether such *Corrupt Conduct* actually relates to an *International Match* or not), the *ICC* will have the exclusive right to take action against the *Participant* under its own anti-corruption rules;

1.7.3 Where a *Participant's* alleged *Corrupt Conduct* would amount solely to a violation of the anti-corruption rules of another *National Cricket Federation* (whether such *Corrupt Conduct* actually relates to a *Match* taking place within the territory of such *National Cricket Federation* or not), the relevant *National Cricket Federation* will have the exclusive right to take action against the *Participant* under its own anti-corruption rules;

1.7.4 Where a *Participant's* alleged *Corrupt Conduct* would amount to a violation of this *Anti-Corruption Code* and one or more of the anti-corruption rules of the *ICC* and/or the anti-corruption rules of any other *National Cricket Federation:*

1.7.4.1 if the alleged *Corrupt Conduct* relates solely to one or more *Domestic Matches* played under the Cricket Malawi's jurisdiction, the Cricket Malawi will have the priority right and responsibility to take action under this *Anti-Corruption Code* against any relevant *Participant* for such *Corrupt Conduct* (irrespective of the nationality or place of residence of the *Participant*), but where it fails to take any action under its anti-corruption rules within 180 days of becoming aware of the *Corrupt Conduct* or agrees to defer to the *National Cricket Federation* to which the *Participant* is affiliated, the *National Cricket Federation* to which the *Participant* is affiliated may instead take action against the *Participant* in respect

of such *Corrupt Conduct* under its anti-corruption rules provided it has first given notice in writing of such to the Cricket Malawi.

1.7.4.2 if the alleged *Corrupt Conduct* relates solely to one or more *International Matches* (other than *International Tour Matches*), the *ICC* will have the exclusive right to take action against the *Participant* under its own anti-corruption rules;

1.7.4.3 if the alleged *Corrupt Conduct* relates solely to one or more *International Tour Matches* played in the Cricket Malawi's jurisdiction, then, unless otherwise agreed between the *ICC* and the Cricket Malawi:

1.7.4.3.1 the *ICC* will have priority right and responsibility to take action under its anti-corruption rules against any *Participant* who participated on behalf of, or who was in any way associated with, or whose *Corrupt Conduct* was related to, the participating representative team of a *Full Member* (or *Associate Member* with Test and/or ODI or T20I Status) in the *International Tour Match;*

1.7.4.3.2 the Cricket Malawi will have the priority right and responsibility to take action under this *Anti-Corruption Code* against any *Participant* who participated on behalf of, or who was in any way associated with, or whose *Corrupt Conduct* was related to, the participant domestic, guest or invitational team in the *International Tour Match*;

1.7.4.4 if the alleged *Corrupt Conduct* relates to one or more *Domestic Matches* played under the jurisdiction of the Cricket Malawi and one or more *International Matches* and/or one or more *Domestic Matches* played under the jurisdiction of another *National Cricket Federation,* the Cricket Malawi and the *ICC* and/or the other relevant *National Cricket Federation(s)* shall agree between them which of them shall take action (and, where applicable, in which order) against any relevant *Participant* for such *Corrupt Conduct*. In the absence of agreement, the Cricket Malawi shall take action solely with respect to *Corrupt Conduct* relating to the relevant *Domestic Matches* played under its jurisdiction, the ICC shall take action solely with respect to *Corrupt Conduct* relating to the relevant *International Matches* and/or the other relevant *National Cricket Federation(s)* shall take action solely with respect to *Corrupt Conduct* relating to the other relevant *Domestic Matches;*

1.7.4.5 If the alleged *Corrupt Conduct* relates to an offence under any of Article 2.4 of the *Anti-Corruption Code* (or any analogous provision in the anti-corruption rules of the *ICC* or any other *National Cricket Federation*) and does not in any way relate to either an *International Match* or a *Domestic Match*, the Cricket Malawi the *ICC* and/or the relevant *National Cricket Federation(s)* shall agree between them which of them shall take action (and, where applicable, in which order) against any relevant *Participant* for such *Corrupt Conduct* provided, however, that in the absence of agreement, the *ICC* shall not take action with respect to the relevant *Corrupt Conduct* unless the relevant *Participant* has played in an *International Match* in the previous twelve (12) months prior to the date the alleged offence was committed.

1.8 Where the Cricket Malawi and/or the *ICC* and/or any relevant *National Cricket Federation* agree between them, in accordance with the principles described in Article 1.7 above, that in any particular circumstance it would be more appropriate for the Cricket Malawi to take action under this *Anti-Corruption Code* in relation to any *Corrupt Conduct* relating to one or more *Domestic Match* played within the jurisdiction or another *National Cricket Federation,* and/or one or more *International Match,* then all references in this *Anti-Corruption Code* to 'Domestic Match' shall be deemed to be extended to include the relevant 'International Match' and/or other relevant 'Domestic Match' (as applicable).

1.9 Each *Participant* shall continue to be bound by and required to comply with this *Anti-Corruption Code* until he/she no longer qualifies as a *Participant* (the "**End Date**"). Notwithstanding the foregoing, the Cricket Malawi shall continue to have jurisdiction over him/her pursuant to this *Anti-Corruption Code* after the *End Date* in respect of matters taking place prior to the *End Date*; and he/she shall continue to be bound by and required to comply with this *Anti-Corruption Code* after the *End Date* with respect to the investigation, prosecution and adjudication of such matters.

1.10 Without prejudice to any of the foregoing, the Cricket Malawi shall be responsible for promoting awareness of and education regarding the *Anti-Corruption Code* amongst all *Participants*.

1.11 The *Anti-Corruption Code* and the anti-corruption rules of the *ICC* and the other *National Cricket Federations* are not criminal laws but rather disciplinary rules of professional conduct for those involved in the sport of cricket. However, *Corrupt Conduct* may also be a criminal offence and/or a breach of other applicable laws or regulations. This *Anti-Corruption Code* is intended to supplement such laws and regulations. It is not intended, and should not be interpreted, construed or applied, to prejudice or undermine in any way the application of such laws and regulations. *Participants* must comply with all applicable laws and regulations at all times.

ARTICLE 2 OFFENCES UNDER THIS *ANTI-CORRUPTION CODE*

The conduct described in the sub-Articles set out in Articles 2.1 – 2.4, if committed by a *Participant,* shall amount to an offence by such *Participant* under this *Anti-Corruption Code*:

2.1 Corruption:

2.1.1 Fixing or contriving in any way or otherwise influencing improperly, or being a party to any agreement or effort to fix or contrive in any way or otherwise influence improperly, the result, progress, conduct or any other aspect of any *Domestic Match*, including (without limitation) by deliberately underperforming therein.

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

2.1.2 Ensuring for *Betting* or other corrupt purposes the occurrence of a particular incident in a *Domestic Match.*

2.1.3 Seeking, accepting, offering or agreeing to accept any bribe or other *Reward* to (a) fix or to contrive in any way or otherwise to influence improperly the result, progress, conduct or any other aspect of any *Domestic Match* or (b) ensure for *Betting* or other corrupt purposes the occurrence of a particular incident in a *Domestic Match.*

2.1.4 Directly or indirectly soliciting, inducing, enticing, instructing, persuading, encouraging or intentionally facilitating any *Participant* to breach any of the foregoing provisions of this Article 2.1.

2.2 Betting:

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

2.2.2 Directly or indirectly soliciting, inducing, enticing, instructing, persuading, encouraging, intentionally facilitating or authorising any other party to enter into a *Bet* in relation to the result, progress, conduct or any other aspect of any *Domestic Match*.

2.3 Misuse of *Inside Information*:

2.3.1 Using any *Inside Information* for *Betting* purposes in relation to any *Domestic Match*.

2.3.2 Disclosing *Inside Information* to any person where the *Participant* knew or should have known that such disclosure might lead to the information being used in relation to *Betting* in relation to any *Domestic Match*.

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

2.3.3 Directly or indirectly soliciting, inducing, enticing, persuading, encouraging or intentionally facilitating any *Participant* to breach any of the foregoing provisions of this Article 2.3.

2.4 General:

2.4.1 Giving or providing to any *Participant* any gift, payment, hospitality or other benefit (whether of a monetary value or otherwise) either (a) for the purpose of procuring (directly or indirectly) any breach of the *Anti-Corruption Code*, or (b) in circumstances that could bring him/her or the sport of cricket into disrepute.

2.4.2 Failing to disclose to the *Designated Anti-Corruption Official* (without unnecessary delay) the receipt of any gift, payment, hospitality or other benefit, (a) that the *Participant* knew or should have known was given to him/her to procure (directly or indirectly) any breach of this *Anti-Corruption Code*, or (b) that was made or given in circumstances that could bring the *Participant* or the sport of cricket into disrepute.

2.4.3 Failing to disclose to the *Designated Anti-Corruption Official* (without unnecessary delay) all gifts (whether monetary or otherwise), hospitality and/or other non-contractual benefits offered to a *Participant* that have a value of US$750 or more, whether or not the circumstances set out in Article 2.4.2 are present, save that there shall be no obligation to disclose any (i) personal gifts, hospitality and/or other non-contractual benefits offered by or on behalf of any close friend or relative of the *Participant,* (ii) any food or beverage, or (iii) cricket hospitality gifts in connection with *Matches* the *Participant* is participating in.

2.4.4 Failing to disclose to the *Designated Anti-Corruption Official* (without unnecessary delay) full details of any approaches or invitations received by the *Participant* to engage in *Corrupt Conduct* under this *Anti-Corruption Code*.

> **NOTE:** *It is acknowledged that the fight against corruption requires prompt reporting of all such approaches and any unnecessary delay in doing so may undermine the effectiveness with which the Cricket Malawi and other relevant anti-corruption bodies can protect the integrity of the sport. It is acknowledged that the assessment of whether there had been 'unnecessary delay' in each case will depend on its own circumstances, but it is always unacceptable (and will therefore constitute 'unnecessary delay') for a Participant to wait until after the match in respect of which he/she was invited to engage in Corrupt Conduct before reporting that approach to the Designated Anti-Corruption Official.*
>
> **NOTE:** *A Participant shall not discharge his burden under this Article unless and until the required disclosure has been made directly to the Designated Anti-Corruption Official by such Participant. It is not sufficient for such disclosure to be made instead to any other third party, including any player, club or team official, or National Cricket Federation representative.*

2.4.5 Failing or refusing to disclose to the *Designated Anti-Corruption Official* (without unnecessary delay) full details of any incident, fact, or matter that comes to the attention of a *Participant* that may evidence *Corrupt Conduct* under this *Anti-Corruption Code* by another *Participant*, including (without limitation) approaches or invitations that have been received by another *Participant* to engage in conduct that would amount to a breach of this *Anti-Corruption Code*.

> **NOTE:** *All Participants shall have a continuing obligation to report any new incident, fact, or matter that may evidence an offence under this Anti-Corruption Code to the Designated Anti-Corruption Official, even if the Participant's prior knowledge has already been reported. It is acknowledged that the fight against corruption requires prompt reporting of all such approaches and any unnecessary delay in doing so may undermine the effectiveness with which the Cricket Malawi and other relevant anti-corruption bodies can protect the integrity of the sport. It is acknowledged that the assessment of whether there had been 'unnecessary delay' in each case will depend on its own circumstances, but it is always unacceptable (and will therefore constitute 'unnecessary delay') for a Participant to wait until after the match in respect of which he/she was invited to engage in Corrupt Conduct before reporting that approach to the Designated Anti-Corruption Official.*

2.4.6 Failing or refusing, without compelling justification, to cooperate with any investigation carried out by the *Designated Anti-Corruption Official* in relation to possible *Corrupt Conduct* under this *Anti-Corruption Code* (by any *Participant*), including (without limitation) failing to provide accurately and completely any information and/or documentation requested by the *Designated Anti-Corruption Official* (whether as part of a formal *Demand* pursuant to Article 4.3 or otherwise) as part of such investigation.

2.4.7 Obstructing or delaying any investigation that may be carried out by the *Designated Anti-Corruption Official* in relation to possible *Corrupt Conduct* under this *Anti-Corruption Code* (by any *Participant*), including (without limitation) concealing, tampering with or destroying any documentation or other information that may be relevant to that investigation and/or that may be evidence of or may lead to the discovery of evidence of *Corrupt Conduct* under this *Anti-Corruption Code*.

2.4.8 Failing or refusing to cooperate with any proceedings brought against any *Participant* for *Corrupt Conduct* under this *Anti-Corruption Code*, including (without limitation) failing to provide a witness statement(s) in respect of information in the possession of the *Participant* and/or failing to attend, for the purposes of providing truthful oral evidence, any disciplinary hearing convened before an *Anti-Corruption Tribunal* and/or *CAS* under this *Anti-Corruption Code*, where requested by the *Designated Anti-Corruption Official.*

2.4.9 Directly or indirectly soliciting, inducing, enticing, persuading, encouraging or intentionally facilitating any *Participant* to breach any of the foregoing provisions of this Article 2.4.

2.5 For the purposes of this Article 2:

2.5.1 Any attempt by a *Participant*, or any agreement between a *Participant* and any other person, to act in a manner that would culminate in the commission of an offence under this *Anti-Corruption Code*, shall be treated as if an offence had been committed, whether or not such attempt or agreement in fact resulted in the commission of such offence.

2.5.2 A *Participant* who authorises, causes, knowingly assists, encourages, aids, abets, covers up or is otherwise complicit in any acts or omissions of the type described in

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

2.5.3 Where a *Participant* seeks to rely on the existence of 'compelling justification' to justify or excuse conduct under this *Anti-Corruption Code* which might otherwise amount to an offence (see Article 2.4.6), the burden shall be on that *Participant* to adduce sufficient credible evidence to prove, on the balance of probabilities, that genuine and powerful reasons exist (or existed) to objectively justify his/her conduct taking into account all the relevant circumstances.

2.6 The following are not relevant to the determination of whether an offence has been committed under this *Anti-Corruption Code* (although they may be relevant to the issue of the sanction to be imposed under Article 6 in the event that it is determined that an offence has been committed):

2.6.1 Whether or not the *Participant* him/herself was participating or involved in any way in the specific *Domestic Match(es)* in question.

2.6.2 The nature or outcome of any *Bet(s)* on the *Domestic Match(es)* in question.

2.6.3 The outcome of the *Domestic Match(es)* in question.

2.6.4 Whether or not the *Participant's* efforts or performance (if any), or the efforts or performance of any other player or other person, in the *Domestic Match*(es) in question were (or could be expected to have been) affected by the acts or omissions in question.

2.6.5 Whether or not any of the results in the *Domestic Match*(es) in question were (or could be expected to have been) affected by the act or omissions in question.

2.7 It shall be a valid defence to a charge of:

2.7.1 any offence under this *Anti-Corruption Code* to prove, on the balance of probabilities, that the alleged offence was committed (and that, where applicable, it was not reported to the Cricket Malawi thereafter) due to the *Participant's* honest and reasonable belief that there was a serious threat to his/her life or safety or to the life or safety of any other person; and

2.7.2 an offence under Article 2.4.8 of the *Anti-Corruption Code* if the *Participant* adduces sufficient credible evidence to prove, on the balance of probabilities, that genuine and powerful reasons exist (or existed) to objectively justify his/her conduct taking into account all the relevant circumstances (and for which purpose the right to invoke the privilege against self-incrimination is deemed to have been waived by each *Participant* and shall not be a sufficient reason).

ARTICLE 3 STANDARD OF PROOF AND EVIDENCE

3.1 Unless otherwise stated elsewhere in this *Anti-Corruption Code*, the burden of proof shall be on the Cricket Malawi in all cases brought under this *Anti-Corruption Code* and the standard of proof shall be whether the *Anti-Corruption Tribunal* is comfortably satisfied that the alleged offence has been committed, bearing in mind the seriousness of the allegation that is being made. This standard of proof in all cases is greater than a mere balance of probability but less than proof beyond a reasonable doubt.

3.2 The following rules of proof shall be applicable at hearings and in the proceedings generally:

3.2.1 The *Anti-Corruption Tribunal* shall not be bound by rules governing the admissibility of evidence in judicial or other proceedings. Instead, facts may be established by any reliable means, including admissions and circumstantial evidence.

3.2.2 The *Anti-Corruption Tribunal* shall have discretion to accept any facts established by a decision of a court or professional disciplinary tribunal of competent jurisdiction that is not the subject of a pending appeal and in which certain facts are established as irrebuttable evidence of those facts as against the *Participant* to whom the decision pertained, unless the *Participant* establishes that the decision violated principles of natural justice.

3.2.2 The *Anti-Corruption Tribunal* may draw an inference adverse to the *Participant* who is asserted to have committed an offence under this *Anti-Corruption Code* based on his/her failure or refusal, without compelling justification, after a request made in a reasonable time in advance of any hearing, to appear at the hearing (either in person or by video or telephone link, as directed by the *Anti-Corruption Tribunal*) and to answer any relevant questions.

ARTICLE 4 INVESTIGATIONS AND *NOTICE OF CHARGE*

4.1 Any allegation or suspicion of a breach of this *Anti-Corruption Code*, whatever the source, shall be referred to the *Designated Anti-Corruption Official* for investigation.

4.2 The *Designated Anti-Corruption Official* may, at any time, conduct an investigation into the activities of any *Participant* who he/she believes may have committed an offence under this *Anti-Corruption Code*. Such investigations may be conducted in conjunction with, and information obtained in such investigations may be shared with, the ICC and/or other *National Cricket Federations* and/or other relevant authorities (including criminal justice, administrative, professional and/or judicial authorities). All *Participants* must cooperate fully with such investigations, failing which any such *Participant* shall be liable to be charged with a breach of the *Anti-Corruption Code* pursuant to Articles 2.4.6, 2.4.7, 2.4.8 and/or 2.4.9 (and it shall not be a valid basis for failing or refusing to cooperate or a valid defence to any such subsequent charge for a *Participant* to invoke any privilege against self-incrimination, which privilege is deemed to have been waived by the *Participant*). The *Designated Anti-Corruption Official* shall have discretion, where he/she deems appropriate, to stay his/her own investigation pending the outcome of investigations being conducted by the ICC and/or other *National Cricket Federations* and/or other relevant authorities.

4.3 As part of any investigation, the *Designated Anti-Corruption Official* may at any time (including after a *Notice of Charge* has been provided to a relevant *Participant*) make a written demand to any *Participant* (a "**Demand**") to provide the *Designated Anti-Corruption Official* , in writing and/or by answering questions in person at an interview and/or by allowing the *Designated Anti-Corruption Official* to take possession of and/or copy or download information from his/her *Mobile Device(s)* (as the *Designated Anti-Corruption Official* elects), with any information that the *Designated Anti-Corruption Official* reasonably believes may be relevant to the investigation. Such information may include (without limitation) (a) copies or access to all relevant records (such as current or historic telephone records, bank statements, Internet services records and/or other records stored on computer hard drives or other information storage equipment or any consent forms relating thereto); (b) any data and/or messages and/or photographs and/or videos and/or audio files and/or documents or any other relevant material contained on his/her *Mobile Device(s)* (including, but not limited to, information stored through SMS, WhatsApp or any other messaging system); and/or (c) all of the facts and circumstances of which the *Participant* is aware with respect to the matter being investigated. Provided that any such Demand has been issued in accordance with this Article 4.3, and subject to any principles of national law, the *Participant* shall cooperate fully with such *Demand*, including by furnishing such information within such reasonable period of time as may be determined by the *Designated Anti-Corruption Official.* Where such a *Demand* relates to the request to take possession of and/or copy or download information contained on a *Participant's Mobile Device(s)*, then such information shall be provided immediately upon the *Participant's* receipt of the *Demand.* In all other cases, save where exceptional circumstances exist, a minimum period of fourteen from receipt of the *Demand* will be provided. Where appropriate, the *Participant* may seek an extension of such deadline by providing the *Designated Anti-Corruption Official* with cogent reasons to support an

extension, provided that the decision to grant or deny such extension shall be at the discretion of the *Designated Anti-Corruption Official*, acting reasonably at all times.

4.4 Any information furnished to the *Designated Anti-Corruption Official* (whether pursuant to a specific *Demand* or otherwise as part of an investigation) will not be used for any purpose other than in accordance with this *Anti-Corruption Code* and will be kept strictly confidential except when:

4.4.1 it becomes necessary to disclose such information in support of a charge of an offence under this *Anti-Corruption Code* or the anti-corruption rules of the *ICC* or any other *National Cricket Federation*;

4.4.2 such information is required to be disclosed by any applicable law;

4.4.3 such information is already published or a matter of public record, readily acquired by an interested member of the public, or disclosed according to the rules and regulations governing the relevant *Match*; and/or

4.4.4 it becomes necessary (because the information gathered may also amount to or evidence infringements of other applicable laws or regulations) to disclose such information to other competent authorities -- including the *ICC*, other *National Cricket Federations* and/or any applicable police, taxation, fraud, criminal intelligence or other authorities -- whether pursuant to formal information-sharing agreements or otherwise).

4.5 All *Participants* must cooperate with the *Designated Anti-Corruption Official* in relation to any proceedings brought against any other *Participant* for *Corrupt Conduct* in breach of this *Anti-Corruption Code*, including (without limitation) through the provision of a witness statement(s) in respect of information in the possession of the *Participant* and/or attending, for the purposes of providing truthful oral evidence, any disciplinary hearing convened before an *Anti-Corruption Tribunal* and/or to *CAS* under the *Anti-Corruption Code*, where requested by the *Designated Anti-Corruption Official*, failing which the non-cooperating *Participant* shall be liable to be charged with a breach of the *Anti-Corruption Code* pursuant to Article 2.4.8. In light of the waiver contained in Article 2.7.2, it shall not be a valid basis for failing or refusing to cooperate or a valid defence to any such subsequent charge for a *Participant* to invoke any privilege against self-incrimination.

4.6 If, at any time, the Cricket Malawi determines that there is a case to answer under Article 2, then the *Participant* shall be sent written notice of the following (the **"Notice of Charge"**), which, where applicable, will be copied to the CEO of the *National Cricket Federation* to which the *Participant* is affiliated:

4.6.1 that the *Participant* has a case to answer under Article 2;

4.6.2 the specific offence(s) that the *Participant* is alleged to have committed;

4.6.3 details of the alleged acts and/or omissions relied upon in support of the charge;

4.6.4 the range of sanctions applicable under this *Anti-Corruption Code* if the charge is admitted or upheld;

4.6.5 (where applicable) the matters relating to *Provisional Suspension* specified at Article 4.7; and

4.6.6 that if the *Participant* wishes to exercise his/her right to a hearing before the *Anti-Corruption Tribunal* (whether to contest liability or sanction or both), he/she must submit a written request for a hearing that explains how the *Participant* responds to the charge(s) and (in summary form) the basis for such response. To be effective, the request must be received by the *Designated Anti-Corruption Official* as soon as possible, but in any event within fourteen (14) days of the *Participant's* receipt of the *Notice of*

Charge. A copy of any such notice will be sent by the *Designated Anti-Corruption Official* to the *ICC*, and, where applicable, the *National Cricket Federation* to which the *Participant* is affiliated, without unnecessary delay.

4.7 *Provisional Suspension*

4.7.1 Where either (a) the Cricket Malawi decides to charge a *Participant* with an offence under this *Anti-Corruption Code*; or (b) the Cricket Malawi considers that there are other exceptional circumstances relevant to a *Participant* (for example, where any relevant police authority has arrested and/or charged a *Participant* with an offence under any relevant criminal law in respect of facts or circumstances that may also constitute an offence under this *Anti-Corruption Code*), it, shall have the discretion, in circumstances where it considers (that the integrity of the sport could otherwise be seriously undermined, to *Provisionally Suspend* the *Participant* pending the *Anti-Corruption Tribunal's* determination of whether he/she has committed an offence. Any decision to *Provisionally Suspend* the *Participant* will be communicated to the *Participant* in writing, with a copy sent at the same time to the *ICC* and, where applicable, the *National Cricket Federation* to which the *Participant* is affiliated.

4.7.2 In all cases, the *Participant* shall be given an opportunity to contest such *Provisional Suspension* in a *Provisional Hearing* taking place before the Chairman of the *Disciplinary Panel* (sitting alone) on a timely basis after its imposition. At any such *Provisional Hearing*, it shall be the burden of the Cricket Malawi to establish that, in such circumstances, the integrity of the sport could be seriously undermined if the *Participant* does not remain *Provisionally Suspended* pending determination of the charge(s) or such other date (as may be applicable). The *Provisional Hearing* shall take place on the basis of written submissions alone, save where the Chairman of the *Disciplinary Panel*, in his/her absolute discretion, determines that a hearing should be convened. Any *Provisional Hearing* shall ensure that the *Participant* is afforded a fair and reasonable opportunity to present evidence, address the Chairman of the *Disciplinary Panel* and present his/her case. Notice of any decision made at a *Provisional Hearing* will be sent by the Cricket Malawi to the *ICC* and (if applicable) the *National Cricket Federation* to which the *Participant* is affiliated as soon as such decision has been made.

4.7.3 Where a full hearing under Article 5 has not been convened within three (3) months of the imposition of a *Provisional Suspension*, the *Participant* shall be entitled to apply (where applicable) to the Chairman of the *Disciplinary Panel* (sitting alone) to lift the *Provisional Suspension*. If such an application is made, it shall be the burden of the Cricket Malawi to establish that there is/remains a risk that the integrity of the sport could be seriously undermined if the *Provisional Suspension* was lifted. The application shall be determined on the basis of written submissions alone, save where the Chairman of the *Disciplinary Panel*, in his absolute discretion, determines that a hearing should be convened. Any consideration of such an application by the Chairman of the *Disciplinary Panel* shall ensure that the *Participant* is afforded a fair and reasonable opportunity to present evidence, address the Chairman of the *Disciplinary Panel* and present his/her case. Notice of any decision made by the Chairman of the *Disciplinary Panel* will be sent to the *ICC* and (if applicable) the *National Cricket Federation* to which the *Participant* is affiliated as soon as such decision has been made.

4.7.4 While *Provisionally Suspended,* a *Participant* may not play, coach or otherwise participate or be involved in any capacity in any *Match* or any other kind of function, event or activity (other than authorised anti-corruption education or rehabilitation programmes) that is authorised, organised, sanctioned, recognised or supported in any way by the Cricket Malawi, the *ICC*, another *National Cricket Federation* or any member under the jurisdiction of a *National Cricket Federation,* or receive accreditation to provide media or other services at any official venue or *Match.* The *ICC* and other *National Cricket Federations* shall take all reasonable steps within their powers to give effect to and enforce this Article 4.7.4 in their respective geographical jurisdictions to the extent that they have the jurisdiction, power or ability to do so.

4.7.5 A *Participant* who is not *Provisionally Suspended* may voluntarily suspend him/herself by written notice to the *Designated Anti-Corruption Official.* In that case, provided that the *Participant* respects that voluntary *Provisional Suspension* until the charge(s) against him/her is/are determined, he/she shall be given credit for such voluntary *Provisional Suspension* in accordance with Article 6.4. A copy of any such voluntary *Provisional Suspension* shall be sent to the *ICC* and (if applicable) the *National Cricket Federation* to which the *Participant* is affiliated without unnecessary delay.

4.8 Responding to a *Notice of Charge*

4.8.1 If the *Participant* fails or refuses to file a written request for a hearing before the *Anti-Corruption Tribunal* in accordance with Article 4.6.6 (or by any extended deadline that the *Designated Anti-Corruption Official* deems appropriate), then he/she shall be deemed to have:

4.8.1.1 waived his/her entitlement to a hearing;

4.8.1.2 admitted that he/she has committed the offence(s) under this *Anti-Corruption Code* specified in the *Notice of Charge*; and

4.8.1.3 acceded to the range of applicable sanctions specified in the *Notice of Charge*.

In such circumstances, a hearing before the *Anti-Corruption Tribunal* shall not be required. Instead, the Chairman of the *Disciplinary Panel* (sitting alone) shall issue a public decision confirming the offence(s) under this *Anti-Corruption Code* specified in the *Notice of Charge* and the imposition of an applicable sanction within the range specified in the *Notice of Charge*. Before issuing that public decision, the Chairman of the *Disciplinary Panel* will provide written notice of that decision to the *National Cricket Federation* to which the *Participant* is affiliated, the *Designated Anti-Corruption Official* and the *ICC.*

4.8.2 Where the *Participant* does request a hearing in accordance with Article 4.6.6, the matter shall proceed to a hearing in accordance with Article 5.

ARTICLE 5 THE DISCIPLINARY PROCEDURE

5.1 Hearings under this *Anti-Corruption Code*

5.1.1 Where the Cricket Malawi alleges that a *Participant* has committed an offence under this *Anti-Corruption Code,* and the *Participant* submits the response required under Article 4.6.6 by the specified deadline, disputing the charge and/or the sanctions to be imposed for such offence under this *Anti-Corruption Code*, the matter shall be referred to the Chairman of the *Disciplinary Panel*.

5.1.2 The Chairman of the *Disciplinary Panel* shall appoint three members from the *Disciplinary Panel* (which may include the Chairman of the *Disciplinary Panel*) to form the *Anti-Corruption Tribunal* to hear the case. One member of the *Anti-Corruption Tribunal*, who shall be a lawyer, shall sit as the Chairman of the *Anti-Corruption Tribunal*. The appointed members shall be independent of the parties and shall have had no prior involvement with the case.

5.1.3 The Chairman of the *Anti-Corruption Tribunal* shall convene a preliminary hearing with the Cricket Malawi and its legal representatives (if any), together with the relevant *Participant* and his/her legal representatives (if any). The preliminary hearing should take place as soon as reasonably practicable and be by telephone conference call (unless the Chairman of the *Anti-Corruption Tribunal* determines otherwise). The non-participation of the *Participant* or his/her representative at the preliminary hearing, after proper notice of the preliminary hearing has been provided, shall not prevent the

Chairman of the *Anti-Corruption Tribunal* from proceeding with any such preliminary hearing, whether or not any written submissions are made on behalf of the *Participant*.

5.1.4 The purpose of any preliminary hearing shall be to allow the Chairman of the *Anti-Corruption Tribunal* to address any issues that need to be resolved prior to the hearing date. Whether or not a preliminary hearing is held, the Chairman of the *Anti-Corruption Tribunal* shall:

5.1.4.1 determine the date(s) upon which the full hearing shall be held. Save where the Chairman of the *Anti-Corruption Tribunal* in his discretion orders otherwise, the full hearing should ordinarily take place no more than forty (40) days after the date of the preliminary hearing;

5.1.4.2 establish dates reasonably in advance of the date of the full hearing by which:

(a) The Cricket Malawi shall submit an opening brief with argument on all issues that the Cricket Malawi wishes to raise at the hearing and a written statement from each witness that the Cricket Malawi intends to call at the hearing, setting out his/her direct evidence, and enclosing copies of the documents that the Cricket Malawi intends to rely on at the hearing;

(b) the *Participant* shall submit an answering brief, addressing the arguments of the Cricket Malawi and setting out argument on the issues that he/she wishes to raise at the hearing, as well as a written statement from each witness that he/she intends to call at the hearing, setting out that witness's direct evidence and enclosing copies of the documents that he/she intends to rely on at the hearing; and

(c) the Cricket Malawi may (at his/her discretion) submit a reply brief, responding to the answer brief of the *Participant* and providing a witness statement from each rebuttal witness that the Cricket Malawi intends to call at the hearing, setting out his/her direct evidence and enclosing copies of any further documents that the Cricket Malawi intends to rely on at the hearing.

5.1.4.3 order such consolidation with other case(s) as the Chairman of the *Anti-Corruption Tribunal* shall deem appropriate. For example, where two or more *Participants* are alleged to have committed offences under this *Anti-Corruption Code*, they may both be dealt with at the same hearing where the proceedings arise out of the same incident or set of facts, or where there is a clear link between separate incidents; and

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

5.1.5 The *Participant* shall be required to raise at the preliminary hearing any legitimate objection that he/she may have to any of the members of the *Anti-Corruption Tribunal* convened to hear his/her case. Any unjustified delay in raising any such objection shall constitute a waiver of the objection. If any objection is made, the Chairman of the *Anti-Corruption Tribunal* shall rule on its legitimacy (or, if the objection relates to the Chairman of the *Anti-Corruption Tribunal*, the Chairman of the *Disciplinary Panel* shall rule on its legitimacy).

5.1.6 If, because of a legitimate objection or for any other reason, a member of the *Anti-Corruption Tribunal* is, or becomes, unwilling or unable to hear the case, then the

Chairman of the *Disciplinary Panel* may, at his/her absolute discretion: (a) appoint a replacement member of the *Anti-Corruption Tribunal* from the *Disciplinary Panel*; or (b) authorise the remaining members of the *Anti-Corruption Tribunal* to hear the case on their own.

5.1.7 Hearings before the *Anti-Corruption Tribunal* shall be conducted on a confidential basis.

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

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

5.1.10 The procedure to be followed at the hearing (including whether to convene a hearing, or alternatively to determine the matter (or any part thereof) by way or written submissions alone, or the language in which the hearing is to be conducted and whether translations of evidence and/or interpreters are required) shall be at the discretion of the Chairman of the *Anti-Corruption Tribunal*, provided that the hearing is conducted in a manner which affords the *Participant* a fair and reasonable opportunity to present evidence (including the right to call and to question witnesses by telephone or video-conference where necessary), address the *Anti-Corruption Tribunal* and present his/her case.

5.1.11 If required by the Chairman of the *Anti-Corruption Tribunal*, the Cricket Malawi shall make arrangements to have the hearing recorded and/or transcribed (save for the private deliberations of the *Anti-Corruption Tribunal*). The costs of recording and/or transcription shall be paid by the Cricket Malawi, subject to any costs-shifting order that the *Anti-Corruption Tribunal* may make further to Article 5.2.3.

5.1.12 Notwithstanding any of the other provisions of this *Anti-Corruption Code*, at any time during the proceedings it shall be open to a *Participant* charged with breach(es) of the *Anti-Corruption Code* to admit the breach(es) charged, whether or not in exchange for an agreement with the Cricket Malawi on the appropriate sanction to be imposed upon him/her in order to avoid the need for a hearing before the *Anti-Corruption Tribunal.* Any such discussions between the Cricket Malawi and the *Participant* shall take place on a "without prejudice" basis and in such a manner that they shall not delay or in any other way interfere with the proceedings. Any resulting agreement shall be evidenced in writing, signed by both the Cricket Malawi's Chief Executive Officer (or equivalent) and the *Participant,* and shall set out the sanction imposed on the *Participant* for his/her breach of the *Anti-Corruption Code* (the "**Agreed Sanction**"). In determining the *Agreed Sanction,* the Cricket Malawi will have due regard to the range of sanctions set out in Article 6.2 for the offence(s) in question, but it shall not be bound to impose a sanction within that range where it reasonably considers (at its absolute discretion) that there is good reason to depart therefrom. Upon receipt of notice of the *Agreed Sanction*, the *Anti-Corruption Tribunal* shall discontinue the proceedings on the terms thereof without the need for any further hearing. Instead, the Cricket Malawi's Chief Executive Officer (or equivalent) shall promptly issue a public decision confirming the *Participant's* admission of the offence(s) charged and the imposition of the *Agreed Sanction*. Before issuing the public decision, the Cricket Malawi will provide notice of it to the *ICC* and, where applicable, to the *National Cricket Federation* to which the *Participant* is affiliated.

5.2 Decisions of the *Anti-Corruption Tribunal*

5.2.1 The *Anti-Corruption Tribunal* shall announce its decision in writing, with reasons, as soon as reasonably practicable after, and, in any event, within thirty (30) days of, the conclusion of the hearing. That written decision will set out and explain:

5.2.1.1 with reasons, the *Anti-Corruption Tribunal's* findings as to whether any offence(s) under this *Anti-Corruption Code* has/have been committed;

5.2.1.2 with reasons, the *Anti-Corruption Tribunal's* findings as to what sanctions, if any, are to be imposed (including any fine and/or period of *Ineligibility*);

5.2.1.3 with reasons, the date that such period of *Ineligibility* shall commence pursuant to Article 6.4; and

5.2.1.4 the rights of appeal described in Article 7.

5.2.2 The Cricket Malawi will provide the *ICC* and, where applicable, the *National Cricket Federation* to which the *Participant* is affiliated, with a full written copy of the findings and decisions of the *Anti-Corruption Tribunal* (including any sanctions imposed by the *Anti-Corruption Tribunal*) at the same time as such decision is provided to the *Participant* and prior to publicly announcing such decision.

5.2.3 The *Anti-Corruption Tribunal* shall have discretion to announce the substance of its decision to the parties (and the *ICC*) prior to the issue of the written reasoned decision referred to in Article 5.2.1 in cases where a *Provisional Suspension* has been imposed or where it otherwise deems appropriate. For the avoidance of doubt, however: (a) the *Anti-Corruption Tribunal* shall still be required to issue a written, reasoned decision in accordance with Article 5.2.1; and (b) the time to appeal pursuant to Article 7 shall not run until receipt of that written, reasoned decision. Notice of such decision will be provided by the Cricket Malawi to the *ICC* and, where applicable, the *National Cricket Federation* to which the *Participant* is affiliated, without unnecessary delay following its announcement.

5.2.4 The *Anti-Corruption Tribunal* has the power to make a costs order against any party to the hearing in respect of the costs of convening the *Anti-Corruption Tribunal* and of staging the hearing and/or in respect of the costs (legal, expert, travel, accommodation, translation or otherwise) incurred by the parties in relation to the proceedings where it deems fit (for example, but without limitation, where it considers that such party has acted spuriously, frivolously or otherwise in bad faith). If the *Anti-Corruption Tribunal* does not exercise that power, the Cricket Malawi shall pay the costs of convening the *Anti-Corruption Tribunal* and of staging the hearing, and each party shall bear its own costs (legal, expert, travel, accommodation, translation or otherwise).

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

ARTICLE 6 SANCTIONS

6.1 Where a breach of this *Anti-Corruption Code* is admitted by the *Participant* or upheld by the *Anti-Corruption Tribunal*, the *Anti-Corruption Tribunal* will be required to impose an appropriate sanction upon the *Participant* from the range of permissible sanctions described in Article 6.2. In order to determine the appropriate sanction that is to be imposed in each case, the *Anti-Corruption Tribunal* must first determine the relative seriousness of the offence, including identifying all relevant factors that it deems to:

6.1.1 aggravate the nature of the offence, namely:

6.1.1.1 a lack of remorse on the part of the *Participant*;

6.1.1.2 the *Participant's* bad previous disciplinary record (including where the *Participant* has previously been found guilty of another offence under this *Anti-Corruption Code* and/or any predecessor regulations of the Cricket Malawi and/or any anti-corruption rules of the *ICC* or any other *National Cricket Federation*);

6.1.1.3 where the amount of any profits, winnings or other *Reward*, directly or indirectly received by the *Participant* as a result of the offence(s), is substantial and/or where the sums of money otherwise involved in the offence(s) are substantial;

6.1.1.4 where the offence substantially damaged (or had the potential to damage substantially) the commercial value and/or the public interest in the relevant *Domestic Match(es)*;

6.1.1.5 where the offence affected (or had the potential to affect) the result of the relevant *Domestic Match(es)*;

6.1.1.6 where the welfare of a *Participant* or any other person has been endangered as a result of the offence;

6.1.1.7 where the offence involved more than one *Participant* or other persons; and/or

6.1.1.8 any other aggravating factor(s) that the *Anti-Corruption Tribunal* considers relevant and appropriate.

6.1.2 mitigate the nature of the offence, namely:

6.1.2.1 any admission of guilt (the mitigating value of which may depend upon its timing);

6.1.2.2 the *Participant's* good previous disciplinary record;

6.1.2.3 the youth and/or lack of experience of the *Participant*;

6.1.2.4 where the *Participant* renounced the attempt or agreement prior to it being discovered by a third party not involved in the attempt or agreement;

6.1.2.5 where the *Participant* has cooperated with the *Designated Anti-Corruption Official* and any investigation or *Demand* carried out by him/her;

6.1.2.6 where the offence did not substantially damage (or have the potential to substantially damage) the commercial value, integrity of results and/or the public interest in the relevant *Domestic Match(es)*;

6.1.2.7 where the offence did not affect (or have the potential to affect) the result of the relevant *Domestic Match*(es);

6.1.2.8 where the *Participant* provides *Substantial Assistance* to the *Designated Anti-Corruption Official,* the *ICC*, any other *National Cricket Federation,* a criminal justice authority or a professional disciplinary body;

6.1.2.9 where the *Participant* has already suffered penalties under other laws and/or regulations for the same offence; and/or

6.1.2.10 any other mitigating factor(s) that the *Anti-Corruption Tribunal* considers relevant and appropriate.

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

***ANTI-CORRUPTION CODE* OFFENCE**	**RANGE OF PERMISSIBLE PERIOD OF *INELIGIBILITY***	**ADDITIONAL DISCRETION TO IMPOSE A FINE**
Article 2.1.1, 2.1.2, 2.1.3 or 2.1.4 (Corruption)	A minimum of five (5) years and a maximum of a lifetime.	In all cases, in addition to any period of *Ineligibility,* the *Anti-Corruption Tribunal* shall have the discretion to impose a fine on the *Participant* of such amount as it deems appropriate.
Article 2.2.1 or 2.2.2 (Betting)	A minimum of one (1) year and a maximum of five (5) years.	
Article 2.3.1 or 2.3.3 (as it relates to an offence under Article 2.3.1) (Misuse of *Inside Information*)	A minimum of one (1) year and a maximum of five (5) years.	
Article 2.3.2 or 2.3.3 (as it relates to an offence under Article 2.3.2) (Misuse of *Inside Information*)	A minimum of six (6) months and a maximum of five (5) years.	
Any of Articles 2.4.1 to 2.4.6, inclusive (General)	A minimum of six (6) months and a maximum of five (5) years.	
Any of Articles 2.4.7 to 2.4.9, inclusive (General)	Any period from zero up to a maximum of five (5) years.	

6.3 For the avoidance of doubt:

6.3.1 the *Anti-Corruption Tribunal* has no jurisdiction to adjust, reverse or amend the results of any *Match*;

6.3.2 where a *Participant* is found guilty of committing two offences under the *Anti-Corruption Code* in relation to the same incident or set of facts, then (save where ordered otherwise by the *Anti-Corruption Tribunal* for good cause shown) any multiple periods of *Ineligibility* imposed should run concurrently (and not cumulatively); and

6.3.3 where a fine and/or costs award is imposed against a *Participant*, then such fine and/or costs award must be paid: (a) by the *Participant* (and not, unless the Cricket Malawi agrees*,* by any other third party); and (b) directly to the Cricket Malawi no later (subject to Article 6.7) than one calendar month following receipt of the decision imposing the fine and/or costs award.

6.4 Any period of *Ineligibility* imposed on a *Participant* shall commence on the date that the decision imposing the period of *Ineligibility* is issued; provided that any period of *Provisional Suspension* served by the *Participant* shall be credited against the total period of *Ineligibility* to be served.

6.5 No *Participant* who has been declared *Ineligible* may, during the period of *Ineligibility*, play, coach, officiate or otherwise participate or be involved in any capacity in any *Match* or any other kind of function, event or activity (other than authorised anti-corruption education or rehabilitation programmes) that is authorised, organised, sanctioned, recognised or supported in any way by the *ICC*, a *National Cricket Federation* or any member under the jurisdiction of a *National Cricket*

Federation, or receive accreditation to provide media or other services at any official venue or *Match*. The ICC and other *National Cricket Federations* shall take all reasonable steps within their powers to give effect to and enforce this Article 6.5 in their respective geographical jurisdictions to the extent that they have the jurisdiction power or ability to do so.

6.6 A *Participant* who is subject to a period of *Ineligibility* shall remain subject to this *Anti-Corruption Code* and the anti-corruption rules of the *ICC* and all other *National Cricket Federations* during that period. If a *Participant* commits *Corrupt Conduct* during a period of *Ineligibility*, this shall be treated as a separate offence and new proceedings will be brought pursuant to Article 4.6 of this *Anti-Corruption Code* or under the anti-corruption rules of the *ICC* or the relevant *National Cricket Federation*, as applicable.

6.7 Once any period of *Ineligibility* has expired, the *Participant* will automatically become re-eligible to participate or be otherwise involved in *Matche*s provided that he/she has first: (a) completed an official anti-corruption education session to the reasonable satisfaction of *the Designated Anti-Corruption Official*; (b) agreed to subject him/herself to such additional reasonable and proportionate monitoring procedures and requirements as the *Designated Anti-Corruption Official* may reasonably consider necessary given the nature and scope of the offence committed; and (c) satisfied in full any fine and/or award of costs made against him/her by any *Anti-Corruption Tribunal* or the *CAS.* However, the Cricket Malawi will consider any request from any *Participant,* on the grounds of financial hardship, to make the payment of such fines and/or costs over a prolonged period of time. Should any fine and/or costs award (or agreed part-payment or instalment thereof) not be paid to the Cricket Malawi within such deadline or by the time of the next agreed payment date, then, unless the Cricket Malawi agrees otherwise, the *Participant* may not play, coach, officiate or otherwise participate or be involved in any capacity in any *Match* until such payment has been satisfied in full.

6.8 **[**The [*Chairman of Cricket Malawi* shall, only after obtaining the prior approval of the Chairman of the *ICC's* ACSU and the Board of Cricket Malawi*,* have discretion to permit a *Participant* who is subject to a period of *Ineligibility* to participate or otherwise be involved in *Domestic Matches* played under the jurisdiction of the Cricket Malawi at any time prior to the end of that period of *Ineligibility* where in the opinion of the Chairman of the Cricket Malawi early reinstatement of such eligibility is warranted by the conduct of the *Participant* since the period of *Ineligibility* was imposed, taking into account such factors as the Chairman of Cricket Malawi in his absolute discretion considers appropriate and given the underlying objectives of this *Anti-Corruption Code*. Such factors may include (without limitation) the fact and timing of any expressions of apology, remorse and/or contrition by the *Participant*, the *Participant's* cooperation with *anti-corruption* education programmes run by or on behalf of the Cricket Malawi and/or the *ICC*, and/or the *Participant's* full disclosure of any and all information known to the *Participant* that may be helpful to the *Designated Anti-Corruption Official* in enforcing the *Anti-Corruption Code* or in otherwise furthering its objectives. For the avoidance of doubt, the Chairman of Cricket Malawi shall not in any circumstances have discretion to reinstate the *Participant's* eligibility to participate or otherwise be involved in *International Matches* prior to the end of the period of *Ineligibility*.]

ARTICLE 7 APPEALS

7.1 The following decisions made under this *Anti-Corruption Code* may be challenged by the Cricket Malawi the *Participant* who is the subject of the decision (as applicable) and/or the *ICC* solely and exclusively by appeal to *CAS* as set out in this Article 7:

7.1.1 a decision by the Chairman of the *Disciplinary Panel*, pursuant to Articles 4.7.2 or 4.7.3, not to lift a *Provisional Suspension*;

7.1.2 a decision that a charge of an offence under this *Anti-Corruption Code* should be dismissed for procedural or jurisdictional reasons;

7.1.3 a decision that an offence under this *Anti-Corruption Code* has (or has not) been committed; and/or

7.1.4 a decision to impose (or not to impose) sanctions, including the appropriateness of any sanction imposed for an offence under this *Anti-Corruption Code*.

7.2 For the avoidance of any doubt, no party shall have any right of appeal against (a) an *Agreed Sanction* imposed pursuant to Article 5.1.12 or (b) decisions by the Chairman of Cricket Malawi made pursuant to Article 6.8.

7.3 Decisions being appealed shall remain in effect and binding pending resolution of the appeal.

7.4 The deadline for filing an appeal to *CAS* shall be twenty-one (21) days from the date of receipt of the written reasoned decision by the appealing party. To be a valid filing under this Article, a copy of an appeal filed by the *Participant* must also be served on the same day on the other party/parties to the proceedings.

7.5 In all appeals to *CAS* pursuant to this Article 7:

7.5.1 *CAS*'s Code of Sports-related Arbitration shall apply, save as amended below.

7.5.2 Where required in order to do justice (for example to cure procedural errors at the first instance hearing), the appeal shall take the form of a re-hearing *de novo* of the issues raised by the case. In all other cases, the appeal shall not take the form of a *de novo* hearing but instead shall be limited to a consideration of whether the decision being appealed was erroneous.

7.5.3 The governing law shall be in line with the laws of Malawi

7.5.4 The decision of *CAS* on the appeal shall be final and binding on all parties, and no right of appeal shall lie from the *CAS* decision.

ARTICLE 8 PUBLIC DISCLOSURE AND CONFIDENTIALITY

8.1 Save in exceptional circumstances where the Cricket Malawi, acting reasonably, deems it necessary for the purposes of protecting the integrity of the sport and/or any of its *Participants* (for example in circumstances where there is significant damaging and/or incorrect media speculation), neither the Cricket Malawi nor the *ICC*, or any other *National Cricket Federation* shall publicly identify any *Participant* who is being investigated or is alleged to have committed an offence under this *Anti-Corruption Code* unless and until he/she has been formally charged pursuant to Article 4.6, at which point it shall be entitled to publicly announce the name of the *Participant* charged and the offence with which he/she has been charged. Thereafter, the Cricket Malawi will not comment publicly on the specific facts of a pending case except in response to public comments made by (or on behalf of) the *Participant* involved in the case or his/her representatives or where otherwise necessary to preserve the public's confidence in the ability of the Cricket Malawi the *ICC* and/or the *National Cricket Federations* to fight corruption in the sport.

8.2 Once the *Anti-Corruption Tribunal* has issued its decision in respect of any charges brought under this *Anti-Corruption Code*:

8.2.1 If the decision is that an offence has been committed: (a) the decision may, at the discretion of the Cricket Malawi be publicly reported in full as soon as possible; and (b) after the decision is publicly reported, the Cricket Malawi may also publish details of such other parts of the proceedings before the *Anti-Corruption Tribunal* as the Cricket Malawi thinks fit.

8.2.2 If the decision exonerates the *Participant*, then the decision may be publicly reported only with the consent of the *Participant*. The Cricket Malawi shall use reasonable efforts to obtain such consent, and (if consent is obtained), shall publicly disclose the decision in its entirety or in such redacted form as the *Participant* may approve.

8.2 The Cricket Malawi shall use its best endeavours to ensure that persons under its control do not publicly identify any *Participants* who are alleged to have committed an offence under this *Anti-Corruption Code*, other than in accordance with Article 8.1 and 8.2. However, the Cricket Malawi in its discretion may at any time disclose to other organisations such information as the Cricket Malawi may consider necessary or appropriate to facilitate administration or enforcement of the *Anti-Corruption Code*, provided that each organisation provides assurance satisfactory to the Cricket Malawi that the organisation will maintain all such information in confidence.

ARTICLE 9 RECOGNITION OF DECISIONS

Decisions made and *Provisional Suspensions* and sanctions imposed under this *Anti-Corruption Code* and/or the anti-corruption rules of the ICC and/or other *National Cricket Federations* shall be recognised, enforced, extended and given effect to within their respective jurisdictions by the by the *ICC* and the relevant *National Cricket Federations* automatically upon receipt of notice of the same, without the need for further formality. This shall include (without limitation), where the Cricket Malawi has the jurisdiction to do so, requiring the organisers of any *Matches*, tournaments or other events sanctioned by the Cricket Malawi to recognise and give effect to such decisions and *Provisional Suspensions* and sanctions.

ARTICLE 10 LIMITATION PERIODS

10.1 No action may be commenced under this *Anti-Corruption Code* against a *Participant* for an offence under the *Anti-Corruption Code* more than ten years after the date that the offence occurred.

10.2 Subject strictly to Article 10.1, the Cricket Malawi has the right (but no obligation) to suspend investigations temporarily under this *Anti-Corruption Code* to avoid prejudice to, and/or to give precedence to, investigations conducted by other relevant authorities into the same or related matters.

ARTICLE 11 AMENDMENT AND INTERPRETATION OF THIS *ANTI-CORRUPTION CODE*

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

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

11.3 This *Anti-Corruption Code* shall come into full force and effect on 26th September 2019. It shall not operate to disturb any decisions and/or sanctions previously made under predecessor anti-corruption or other relevant rules of Cricket Malawi, nor shall it apply retrospectively to matters pending before the *Effective Date*; provided, however, that any case pending prior to the *Effective Date*, or brought after the *Effective Date* but based on acts or omissions that occurred before the *Effective Date*, shall be governed by the predecessor version to the *Anti-Corruption Code* that was in force at the time of the alleged offence, subject to any application of the principle of *lex mitior* by the hearing panel determining the case.

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

11.5 This *Anti-Corruption Code* is governed by and shall be construed in accordance with the Laws of Malawi. Strictly without prejudice to the arbitration agreement set out in Articles 1.5, 5 and 7 of this *Anti-Corruption Code*, the Malawi Courts shall have exclusive jurisdiction to issue relief in aid of that arbitration agreement and/or to hear and determine challenges to any decision issued by the *Anti-Corruption Tribunal* and/or the *CAS*.

APPENDIX 1 - DEFINITIONS

Agreed Sanction. As defined in Article 5.1.13.

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

Associate Member. Any *National Cricket Federation* with associate member status of the *ICC.*

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

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

Corrupt Conduct. Any act or omission that would amount to an offence under Article 2 of this *Anti-Corruption Code* or the equivalent provisions of the anti-corruption rules of the *ICC* or any other *National Cricket Federation.*

Demand. As defined in Article 4.3.

Designated Anti-Corruption Official. The person appointed by the Cricket Malawi to fulfil the duties set out in this *Anti-Corruption Code* (or his/her designee).

Disciplinary Panel. The Cricket Malawi Disciplinary committee

Domestic Match. Any 'First-Class Match', 'List A Limited Overs Match' or 'List A Twenty20 Match', or any 'Other Match' played under the sole control and auspices of a *National Cricket Federation* and/or classified as Official Cricket by such *National Cricket Federation,* as those terms are defined in the ICC Classification of Official Cricket (as amended from time to time).

Effective Date. As defined in Article 11.3.

End Date. As defined in Article 1.9.

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

Full Member. Any *National Cricket Federation* with full member status of the *ICC.*

ICC. The International Cricket Council or its designee.

ICC Events. Each of the following: (a) the ICC Cricket World Cup; (b) the ICC World Twenty20l (c) the ICC Champions Trophy; (d) the ICC World Cricket League Championship and League Divisions 2-8 (inclusive) and any regional qualifying events thereto; (e) the ICC Women's Cricket World Cup; (f) the ICC Under 19 Cricket World Cup; (g) the ICC World Cup Qualifying Tournament; (h) the ICC Women's Cricket World Cup Qualifying Tournament and any regional qualifying events thereto; (i) the ICC World Twenty20 Qualifying Tournament; (j) the ICC Under 19 Cricket World Cup Qualifying Tournament and any regional qualifying events thereto; (k) the ICC Intercontinental Cup and Shield; and (l) any other event organised or sanctioned by the *ICC* from time to time which the *ICC* deems it appropriate that the anti-corruption rules of the *ICC* should apply.

Ineligibility. The *Participant* being barred for a specified period of time from participation in the sport of cricket, as set out more specifically in Article 6.5.

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

International Match. Each of the following (in men's and women's cricket): (a) any *Test Match, One Day International Match* or *Twenty20 International Match*; (b) any *Match* played as part of an *ICC Event*; (c) any *International Tour Match*; and (d) any other *Match* organized or sanctioned by the *ICC* from time to time to which the *ICC* deems it appropriate that the anti-corruption rules of the *ICC* should apply.

International Tour Match. Any *Match* played between a representative team of a *Full Member* (or *Associate Member* with Test and/or ODI or T20I status) and any domestic, guest or invitational team.

Match. A cricket match of any format and duration in length in which two cricket teams compete against each other either at international level (i.e. an *International Match*, including an *International Tour Match*) or at national level (i.e. a *Domestic Match*).

Match Referee. Any independent person who (a) is appointed (or who has been appointed in the preceding twenty-four (24) months) by the Cricket Malawi or any other relevant party as the official match referee for a designated *Match,* whether such *Match Referee* carries out his/her functions remotely or otherwise, and/or (b) who is subject to an unexpired period of *Ineligibility* imposed on him/her pursuant to this *Anti-Corruption Code* and/or any other anti-corruption rules of the *ICC* or any other *National Cricket Federation.*

Mobile Device(s). Any portable device (including, without limitation, a personal digital assistant (PDA), blackberry, mobile phone, smartphone, smartwatch or tablet computer) which is capable of connecting to or using any mobile telecommunications technology to enable or facilitate transmission of textual material, data, voice, video or multimedia services.

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

Notice of Charge. As defined in Article 4.6.

One Day International Match. As defined by Section 33 of the ICC Classification of Official Cricket, as may be amended from time to time.

Pitch Curator. Any individual who acts as a pitch curator or groundsman (or who has acted in such capacity at any time in the preceding twenty-four (24) months) in any stadium or venue affiliated (whether through a club, franchise, county, province or otherwise) to any *National Cricket Federation.*

Player. As defined in Article 1.4.1.

Player Agent. Any individual who acts in any way (or who has acted in any way in the preceding twenty-four (24) months) in the capacity of agent, representative, advisor or otherwise in relation to the negotiation, arrangement, registration of execution of any employment or commercial

agreement for a *Player*, irrespective of whether such individual is registered or licensed to perform such activity within a *National Cricket Federation* or not.

Player Support Personnel. As defined in Article 1.4.2.

Provisional Hearing. For purposes of Article 4.7, an expedited hearing before the Chairman of the *Disciplinary Panel* (sitting alone) that provides the *Participant* with notice and an opportunity to be heard in either written or oral form on whether or not the *Provisional Suspension* imposed on him/her should be lifted.

Provisional Suspension. The *Participant* being temporarily barred from participating in the sport of cricket pending determination of a charge that he/she has committed an offence under this *Anti-Corruption Code*, as set out more specifically in Article 4.7.

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

Substantial Assistance. To qualify as *Substantial Assistance* for the purposes of Article 6.1.2, a *Participant* must: (a) fully disclose in a signed witness statement all information that he/she possesses in relation to offences under this *Anti-Corruption Code* and/or that the *Designated Anti-Corruption Official* (or his/her designee) reasonably considers may be helpful to it in its enforcement of the *Anti-Corruption Code* and equivalent regulations, and relevant criminal offences and breaches of other professional rules; and (b) reasonably cooperate upon request by the *Designated Anti-Corruption Official* (or his/her designee) with the investigation and adjudication of any case related to that information, including (for example) presenting truthful testimony at a hearing if requested to do so.

Test Match. As defined by Section 33 of the ICC Classification of Official Cricket, as may be amended from time to time.

Twenty20 International Match. As defined by Section 33 of the ICC Classification of Official Cricket, as may be amended from time to time.

Umpire. Any umpire (including any on-field umpire, television umpire, third or fourth umpire) (a) who is appointed (or who has been appointed in the preceding twenty-four (24) months) by the Cricket Malawi or any other relevant party to officiate in *Matches* and/or (b) who is subject to an unexpired period of *Ineligibility* imposed on him/her pursuant to this *Anti-Corruption Code* and/or any other anti-corruption rules of the *ICC* or any other *National Cricket Federation.*

Umpire Support Personnel. Any technical official (for example, and without limitation, any official with responsibility for operating the communication equipment for *Umpires* and *Match Referees* during a *Match*) or umpire coach who (a) is appointed (or has been appointed in the preceding twenty-four (24) months) by the Cricket Malawi or any other relevant party to support the *Umpires* and/or *Match Referees* in their appointments to any *Match* and/or (b) who is subject to an unexpired period of *Ineligibility* imposed on him/her pursuant to this *Anti-Corruption Code* and/or the anti-corruption rules of the *ICC* or any other *National Cricket Federation.*