The International Cricket Council

Safeguarding Regulations

Effective as from 1 May 2019

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ARTICLE 1 INTRODUCTION

1.1 The ICC is the international federation responsible for the global governance of the sport of cricket. It is also the organiser of various international cricket events (the ICC Events).

1.2 The ICC recognises that ensuring the welfare of all those participating in cricket is important in its own right, but it is also vital for the good reputation of cricket and its long-term health and vitality at all levels. Accordingly, the ICC expects all National Cricket Federations and Participants to maintain appropriate standards and behaviour in relation to their welfare and that of other people around them at all times.

1.3 The core aim of these ICC Safeguarding Regulations is to ensure the welfare of Protected Persons. These ICC Safeguarding Regulations establish a framework through which the ICC may address matters concerning the harm, or possibility of harm, to Protected Persons in connection with ICC Events.

1.4 Words in italicised text in these ICC Safeguarding Regulations are defined terms. Their respective definitions are set out in Appendix 1.

ARTICLE 2 SCOPE AND APPLICATION

2.1 These ICC Safeguarding Regulations apply to Participants. For these purposes, a "Participant" is:

2.1.1 any cricketer who is selected as part of a team or squad to participate in an ICC Event, or who otherwise participates in an ICC Event; and/or

2.1.2 any coach, trainer, manager, selector, official, doctor, physiotherapist or any other person who is employed by, represents or is otherwise affiliated to team or squad that participates in an ICC Event; and/or

2.1.3 any ICC Official, Match Referee, Pitch Curator, Player Agent, Umpire or Umpire Support Personnel involved in an ICC Event; and/or

2.1.4 any other individual who participates in any official capacity, on behalf of the ICC, a National Cricket Federation or ICC Event organising committee, during the course of an ICC Event; and/or

2.1.5 any other person who from time to time is engaged directly or indirectly in any activity on behalf of the ICC, a National Cricket Federation or ICC Event organising committee, in relation to the organisation or administration of an ICC Event.

2.2 Each Participant is automatically bound by these ICC Safeguarding Regulations as soon as he/she becomes a Participant. From that point, he/she shall be deemed to have agreed:

2.2.1 not to engage in Prohibited Conduct in connection with ICC Events;

2.2.2 that it is his/her personal responsibility to familiarise him/herself with all of the requirements of these ICC Safeguarding Regulations, and to comply with those requirements (where applicable);

2.2.3 to submit to the jurisdiction of the ICC to investigate apparent or suspected Prohibited Conduct;

2.2.4 to submit to the jurisdiction of the Safeguarding Chairperson and/or Safeguarding Panel convened under these ICC Safeguarding Regulations to hear and determine, (a) any allegation that a Participant has engaged in Prohibited Conduct; and (b) any related
issue (e.g., any challenge to the validity of the charges or to the jurisdiction of the ICC or Safeguarding Chairperson or Safeguarding Panel, as applicable);

2.2.5 to submit to the jurisdiction of any Safeguarding Appeal Panel to determine appeals made pursuant to these ICC Safeguarding Regulations;

2.2.6 not to bring any proceedings in any court or other forum that are inconsistent with the foregoing submissions to the jurisdiction of the Safeguarding Chairperson, Safeguarding Panels or Safeguarding Appeal Panels; and

2.2.7 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 ICC pursuant to any investigation under these ICC Safeguarding Regulations.

NOTE:

For the avoidance of doubt, the ICC's jurisdiction to take action against a Participant under these ICC Safeguarding Regulations is limited to Prohibited Conduct taking place in connection with an ICC Event.

Whether or not a Participant's conduct takes place - or he/she poses a risk of harm (in the context of Article 3.1, below) - in connection with an ICC Event, will inevitably involve a fact-specific analysis. However, without limitation to the generality of the foregoing, the closer in time conduct takes place to the duration of an ICC Event (obviously during, but also before and after) the more likely it is that such conduct will be considered to take place 'in connection' with an ICC Event. By way of general proposition, for Participants who are present in the host territory for the purposes of their participation or other involvement in an ICC Event, conduct that takes place in the period beginning 7 (seven) days prior to the first match of an ICC Event and ending at the time of the Participant's departure from the host territory, will constitute conduct taking place 'in connection' with an ICC Event. However, for Participants who are involved with the organisation or administration of an ICC Event, or when considering whether or not a Participant poses a risk of harm, a longer period of time may be considered to be 'in connection' with an ICC Event.

2.3 These ICC Safeguarding Regulations are not criminal laws but rather disciplinary rules of professional conduct for those involved in the sport of cricket. However, Prohibited Conduct may also be a criminal offence and/or a breach of other applicable laws or regulations. These ICC Safeguarding Regulations are intended to supplement such laws and regulations. They are 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. Where a Participant who is an employee or contractor of the ICC breaches these ICC Safeguarding Regulations, the ICC may choose to pursue its remedies against him/her under employment law and/or contract law and/or under these ICC Safeguarding Regulations, as it sees fit.

2.4 For the avoidance of doubt, following the completion of an ICC Event, the ICC shall continue to have jurisdiction over Participants under these ICC Safeguarding Regulations in respect of any matters that took place in connection with an ICC Event.

ARTICLE 3 PROHIBITED CONDUCT

Any act or omission that would amount to a breach of Articles 3.1 - 3.4 of these ICC Safeguarding Regulations shall constitute "Prohibited Conduct".

3.1 No Participant may (i) engage, or attempt or threaten to engage, in conduct that directly or indirectly harms the physical and/or mental welfare and/or safety of one or more Protected Persons, and/or (ii) pose a risk of harm to the physical and/or mental welfare and/or safety of one or more Protected Persons. Without limitation, Appendix 2 to these ICC Safeguarding Regulations sets out some conduct that might constitute 'harm' for these purposes.

3.2 All Participants subject to an ICC investigation under these ICC Safeguarding Regulations, or who may otherwise be asked to assist with any such investigation, shall cooperate, without
delay, with the ICC's investigation, unless there is compelling justification as to why he/she is unable or unwilling to cooperate with the ICC's investigation.

3.3 No Participant may treat any other Participant or other person in a negative and/or detrimental manner on the ground or belief that such Participant or other person has reported a concern or matter to the ICC and/or assisted the ICC in any manner in relation to any investigation or proceedings brought under these ICC Safeguarding Regulations.

3.4 No Participant may make a malicious report to the ICC, or otherwise act in bad faith in relation to matters covered by these ICC Safeguarding Regulations.

ARTICLE 4 REPORTING AND THE ICC'S POWERS OF INVESTIGATION

NOTE:

The ICC wants to be presented with any information, from any source, where there is reason to believe that a Participant has harmed or presents a risk of harm to one or more Protected Persons (especially, although not exclusively, in relation to Young Persons and Adults at Risk).

Absent any specific duty on the person making a report outside of these ICC Safeguarding Regulations (for example, any duty owed by a National Cricket Federation to its participants or as an employer), it is not the responsibility of those reporting concerns to the ICC to determine if a Protected Person has been harmed or are otherwise at risk of harm. All concerns should be reported directly to the ICC, in addition to any other appropriate bodies (for example the local police if criminal activity is suspected or in an emergency).

The ICC will support those who wish to make a report, and provide any guidance that may be necessary in relation to the making of a report. In addition to any reporting processes that may from time to time be publicised for specific ICC Events, reports can be made to the ICC in confidence at any time either:

- via email to safeguardings@icc-cricket.com; or

- by telephone on +971 4 382 8800.

4.1 Upon receipt of information (from any source) that gives the ICC reasonable ground(s) to suspect that a Participant might have engaged in Prohibited Conduct, the ICC will be entitled to investigate the matter.

4.2 In relation to any investigation commenced under these ICC Safeguarding Regulations, the ICC may:

4.2.1 investigate the matter itself; and/or

4.2.2 appoint another person or others, including an independent safeguarding expert (or experts), to assist in relation to its investigation or investigate the matter on the ICC's behalf.

4.3 In relation to any investigation commenced under these ICC Safeguarding Regulations, the ICC (or its appointee) may require any Participant (and request other parties) to:

4.3.1 attend to answer and provide information and/or answer questions by way of interview;

4.3.2 produce documents, information or other material in whatever form held;

4.3.3 undertake a risk assessment by a suitably qualified person appointed by the ICC (or its appointee) in such form as the ICC (or its appointee), at its discretion, considers appropriate; and/or

4.3.4 cooperate in any other manner that might be necessary or desirable for the purposes of the investigation.
ARTICLE 5 PROVISIONAL SUSPENSION

5.1 At any point in time where the ICC General Counsel has reasonable ground(s) to suspect that a Participant has engaged in Prohibited Conduct, the ICC General Counsel may Provisionally Suspend that Participant, for such duration, and on such terms and conditions as he/she considers appropriate, pending final determination of the matter.

5.2 The ICC General Counsel will impose a Provisional Suspension only in cases where he/she considers it to be reasonable and proportionate, and taking into account the aims and objectives of these ICC Safeguarding Regulations. Prior to issuing a Provisional Suspension, the ICC General Counsel will consider the following matters:

5.2.1 whether any Protected Person is or may be at risk of harm;
5.2.2 the prospect of any charge(s) under these ICC Safeguarding Regulations being upheld;
5.2.3 the seriousness of the suspected Prohibited Conduct;
5.2.4 whether a Provisional Suspension is necessary or desirable to allow the conduct of any investigation by the ICC, National Cricket Federation, the police or any other relevant authority to proceed unimpeded;
5.2.5 the opinion of any independent safeguarding expert (should the ICC General Counsel choose to seek such an opinion); and
5.2.6 any other circumstances that might be relevant to the individual case.

5.3 If the ICC General Counsel issues a Provisional Suspension, the Participant will be promptly notified by the ICC General Counsel. The notification should, unless impracticable for any reason (such as prejudice to an investigation or because of the risk of harm to any person):

5.3.1 set out the reasons why the Provisional Suspension has been imposed;
5.3.2 detail the scope of the Provisional Suspension, i.e., which activities the Participant is prohibited from undertaking (which may be all or some of those activities set out at Article 5.6); and
5.3.3 advise that the Participant may apply to have the Provisional Suspension lifted or varied in accordance with the process described in Article 8.13 et seq.

5.4 A Participant subject to a Provisional Suspension may apply to have it lifted or varied. Such an application shall be made in writing and submitted to the ICC General Counsel for the consideration of the Safeguarding Chairperson, to be determined in accordance with Article 8.13 et seq.

5.5 A Provisional Suspension will otherwise remain in force pending final determination of the matter.

5.6 Unless the terms of a Provisional Suspension are varied in any way, while Provisionally Suspended a Participant may not play, coach, attend, officiate or otherwise participate or be involved in any capacity in any cricket match, event or activity (other than authorised 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 cricket match.

5.7 The ICC may publish and/or share information relating to Provisional Suspensions on a ‘need to know’ basis with the CEO and/or any other appropriate person of any relevant National Cricket Federation and other relevant third parties, in such form and manner, and to such
extent, as it deems necessary for the purposes of enforcement and/or compliance and having due regard for the aims and objectives of these ICC Safeguarding Regulations at all times.

5.8 National Cricket Federations shall take all reasonable steps within their powers to give effect to Provisional Suspensions to the extent that they have the jurisdiction, power or ability to do so.

ARTICLE 6 NOTICE OF CHARGE AND REFERRALS TO THE SAFEGUARDING CHAIRPERSON

6.1 If, at the conclusion of an investigation commenced under these ICC Safeguarding Regulations, the ICC General Counsel concludes that the Participant under investigation has a case to answer for Prohibited Conduct, the ICC General Counsel will send a written notice of charge ("Notice of Charge") to that Participant, copied to the CEO of the Participant's National Cricket Federation:

6.1.1 confirming that a charge(s) is (are) being issued against the Participant under these ICC Safeguarding Regulations and that the matter is being referred to the Safeguarding Chairperson;

6.1.2 detailing the facts and evidence on which the charge(s) is (are) based;

6.1.3 detailing the terms and conditions of any Provisional Suspension (if different to or not already imposed under Article 5);

6.1.4 setting out the sanction and/or risk management measure(s) that the ICC General Counsel considers appropriate in the event that the charge(s) is (are) admitted or upheld; and

6.1.5 requiring the Participant's written response to the charge(s) within 14 (fourteen) days.

6.2 A Participant may respond to a Notice of Charge in one of the following ways:

6.2.1 to admit the charge(s) and accede to the sanction and/or risk management measure(s) specified in the Notice of Charge;

6.2.2 to admit the charge(s), but indicate an intention to dispute and/or seek to mitigate the proposed sanction and/or risk management measure(s) specified in the Notice of Charge by way of hearing in accordance with Article 8; or

6.2.3 to deny the charge(s) and to have the charge(s) and (if the charge(s) is (are) upheld) any appropriate sanction and/or risk management measure(s) determined at a hearing in accordance with Article 8.

6.3 In the event that a Notice of Charge is sent to a Participant who was under the age of 18 years when the relevant Prohibited Conduct is alleged to have occurred, the ICC General Counsel may send a copy of the Notice of Charge to the Participant's parent/legal guardian/carer in addition to the Participant's National Cricket Federation.

6.4 Following receipt of a response to a Notice of Charge in accordance with Article 6.2.2, the ICC General Counsel may, if he/she deems appropriate, enquire with the Participant as to whether the Participant wishes to have the matter referred to the Safeguarding Chairperson (acting alone) to determine an appropriate sanction and/or risk management measure(s) (if any) without the need for a hearing. The Participant will be required to respond to the ICC General Counsel within 7 (seven) days of the enquiry being sent. In the event that no response to the enquiry is received by the ICC General Counsel within the timeframe, or by any extended timeline granted by the ICC General Counsel, the matter will proceed to be determined in accordance with Article 8. For the avoidance of doubt, in cases where the ICC General Counsel does not consider a matter appropriate for disposal as envisaged by this Article 6.4, the matter will proceed in accordance with Articles 6.6 and 8.
6.5 Where the ICC General Counsel and a Participant reach agreement in accordance with Article 6.4, the Safeguarding Chairperson shall give each party an opportunity to make written submissions on the appropriate sanction and/or risk management measure(s), and for each party to comment on the other's submissions, prior to issuing a written, reasoned decision. In such cases, the ICC and Participant will retain the right of appeal under Article 10, save that the appeal shall be limited to a review of the sanction and/or risk management measure(s) imposed by the Safeguarding Chairperson.

6.6 Following receipt of a response to a Notice of Charge under Article 6.2.2 or 6.2.3, where the Participant indicates that he/she wants the matter to be determined at a hearing in accordance with Article 8 (and there is no agreement between the Participant and ICC General Counsel as contemplated by Article 6.4), the ICC General Counsel will request that the Safeguarding Chairperson convene a Safeguarding Panel to determine the matters set out in the Notice of Charge.

6.7 In the event that no response to the Notice of Charge is received from the Participant within 14 (fourteen) days, or by any extended timeline that the ICC’s General Counsel deems appropriate, the Participant will be deemed to have:

6.7.1 admitted the charge(s) as specified in the Notice of Charge;  
6.7.2 waived his/her entitlement to a hearing; and  
6.7.3 acceded to the sanction and/or risk management measure(s) specified in the Notice of Charge.

ARTICLE 7  ICC SAFEGUARDING GROUP

7.1 The ICC will establish a group of individuals who individually shall be eligible to sit on any Safeguarding Panel. The group shall consist of an independent Chairperson appointed by the ICC (“Safeguarding Chairperson”) and no fewer than eight other independent safeguarding experts, who will be appointed by the Safeguarding Chairperson, and whose individual and collective experience may be drawn from legal, policing, social work, offender management and/or sport administration backgrounds (collectively, the “Safeguarding Group”). The Safeguarding Chairperson will appoint one member of the Safeguarding Group as his/her deputy Chairperson (“Deputy Safeguarding Chairperson”).

7.2 The primary purpose of the Safeguarding Group and, as convened, the Safeguarding Panel, will be to consider referrals made by the ICC General Counsel under Article 6 in accordance with Article 8, but it may also fulfil such other relevant responsibilities as the ICC may specify from time to time.

7.3 The ICC will provide administrative and secretarial support to the Safeguarding Group and any Safeguarding Panel convened from time to time, or otherwise arrange for the provision of such support.

ARTICLE 8  CONDUCT OF PROCEEDINGS

Appointment of Safeguarding Panels

8.1 Any matter referred to the Safeguarding Chairperson, unless determined in accordance with Article 6.5, shall be determined by a panel consisting of three members of the Safeguarding Group, one acting as Chair (whom shall be a legally qualified member of the Safeguarding Group), each of whom shall be appointed by the Safeguarding Chairperson (“Safeguarding Panel”). For the avoidance of doubt, the Safeguarding Chairperson may appoint himself/herself to any Safeguarding Panel, but may not appoint himself/herself and the Deputy Safeguarding Chairperson to the same Safeguarding Panel.

8.2 The functions of Safeguarding Panels are:
8.2.1 to determine any referral made by the ICC General Counsel under Article 6;

8.2.2 to determine any other matter that the ICC General Counsel or the Safeguarding Chairperson may reasonably refer to a Safeguarding Panel.

8.3 The Safeguarding Chairperson shall notify both the ICC General Counsel and the Participant of the identity of the Safeguarding Panel that will hear and determine the matter.

8.4 If any member of a Safeguarding Panel is for any reason unable, unwilling or unfit to continue to serve on a Safeguarding Panel, the Safeguarding Chairperson shall revoke that member’s appointment and appoint an alternative member from the Safeguarding Group. If the Safeguarding Chairperson is for any reason unable, unwilling or unfit to continue to serve, the Deputy Safeguarding Chairperson will take over the role of Safeguarding Chairperson.

8.5 Where a ruling is required in relation to any urgent matter before a Safeguarding Panel has been convened, the Safeguarding Chairperson shall determine that matter alone or he/she may refer that matter to a Safeguarding Panel (once convened).

8.6 Where necessary or desirable for the effective conduct of matters arising under these ICC Safeguarding Regulations, the Safeguarding Chairperson may delegate all or some of his/her function(s) to the Deputy Safeguarding Chairperson.

Conduct of proceedings

8.7 Subject to the discretion of the person appointed as Chair of a Safeguarding Panel to order otherwise for good cause shown by either party (for example, having due regard to the seriousness of the alleged offence, where the alleged offence took place, the costs of attending any hearing), or unless otherwise agreed between the parties, hearings before the Safeguarding Panel shall take place at the ICC’s headquarters in Dubai, United Arab Emirates.

8.8 The parties shall be entitled, at their own expense and arrangement, to be represented by legal counsel or any other representative(s) in all proceedings under these ICC Safeguarding Regulations.

8.9 As soon as practicable after the formation of the Safeguarding Panel, the Chair shall issue directions to the parties in relation to the procedure and timetable to be followed in the proceedings. Where the Chair deems appropriate, he/she shall hold a directions hearing prior to issuing such directions. In particular, the directions shall:

8.9.1 fix the date, time and venue of the hearing;

8.9.2 establish a schedule for the exchange of written submissions and evidence in advance of the hearing, including confirmation by the ICC General Counsel of the details of his/her prima facie case, confirmation by the Participant of the details of his/her defence and/or mitigation, and provision for the ICC General Counsel to reply to the Participant’s defence and/or mitigation; and

8.9.3 make such order as he/she deems appropriate in relation to the manner and form in which any witness or expert evidence should be produced, provided that:

8.9.3.1 a party intending to rely upon the evidence of a witness or expert shall serve a statement or report setting out the proposed evidence of such witness or expert at a date in advance of the hearing that is specified by the Chair; and

8.9.3.2 the Safeguarding Panel shall have the power to allow, refuse or limit the evidence or appearance at the hearing of any witness or expert; and

8.9.4 make such order as he/she shall deem appropriate in relation to the disclosure of relevant documents and/or other materials in the possession or control of either party.
8.10 Where the Safeguarding Panel determines, of its own motion or at the request of the parties, to hold a directions hearing, the hearing may be held in person or by telephone or video link. The non-attendance of any party or his/its representative(s) at the directions hearing, after proper notice of the hearing has been provided, shall not prevent the Chair from proceeding with the meeting in such party’s absence, whether or not any written submissions are made by or on behalf of that party.

8.11 The Safeguarding Panel shall have all powers necessary for, and incidental to, the discharge of its responsibilities under these ICC Safeguarding Regulations, including (without limitation) the power, whether on the application of a party or of its own motion:

8.11.1 to appoint an expert to assist or advise the Safeguarding Panel on a specific issue or issues, such expert to be and remain impartial and independent of the parties, and the costs of such expert to be borne by the parties or in such manner as directed by the Safeguarding Panel;

8.11.2 to expedite or to adjourn, postpone or suspend its proceedings, upon such terms as it shall determine, where fairness so requires;

8.11.3 to extend or abbreviate any time limit;

8.11.4 to conduct such enquiries as appear necessary or expedient in order to ascertain the facts;

8.11.5 to order any party to make any property, document or other material in its possession or under its control available for inspection by the Safeguarding Panel and/or any other party;

8.11.6 to allow one or more third parties to intervene or be joined in the proceedings, to make all appropriate procedural directions in relation to such joinder or intervention, and thereafter to make a single final decision or separate decisions in respect of all parties;

8.11.7 to award interim relief or other conservatory measures on a provisional basis subject to final determination; and

8.11.8 to rule on its own jurisdiction.

8.12 The Chair of the Safeguarding Panel may make procedural rulings on his/her own.

Conduct of applications relating to Provisional Suspension

8.13 All applications in relation to Provisional Suspensions shall be heard by the Safeguarding Chairperson or Deputy Safeguarding Chairperson acting alone (with all further references to the Safeguarding Chairperson in Articles 8.14 to 8.19 to be construed accordingly). For the avoidance of doubt, Provisional Suspension applications should not be dealt with by any member of the Safeguarding Panel who will determine the relevant matter.

8.14 The Safeguarding Chairperson may only lift or vary a Provisional Suspension imposed by the ICC General Counsel under Article 5 if he/she finds that the terms of the Provisional Suspension are unreasonable and/or disproportionate.

8.15 Any evidence and submissions of the parties regarding the Provisional Suspension will be made in writing unless the Safeguarding Chairperson so orders, in person or orally by telephone or video link (but there shall otherwise be no right to make oral representations in any manner). The Safeguarding Chairperson shall give each party an opportunity to comment on the other’s submissions prior to making a decision in relation to the lifting, varying or upholding of the Provisional Suspension.

8.16 In the event that the Safeguarding Chairperson finds that the Provisional Suspension imposed by the ICC General Counsel is unreasonable and/or disproportionate, he/she may lift or vary
the Provisional Suspension on such terms as he/she considers are reasonable and proportionate.

8.17 In the event that the Safeguarding Chairperson upholds the Provisional Suspension, he/she may specify under which circumstances and/or after which date a further application may be made by the Participant.

8.18 In considering any Provisional Suspension issued under these ICC Safeguarding Regulations, the Safeguarding Chairperson may not in the ordinary course of events consider any evidence provided by either party which the other party has not seen and had a reasonable opportunity to respond to. Exceptionally, the ICC General Counsel may however make an application for permission to submit evidence that has not been sent to the Participant where the ICC General Counsel considers that such evidence should not be sent to the Participant because revealing it (or the identity of, or anything which might reveal the identity of any individual named within such evidence) to the Participant may create a risk of harm to any person or persons and/or be unlawful.

8.19 The Safeguarding Chairperson may, at his/her discretion, allow or reject an application under Article 8.18 in whole or in part. In the event that the Safeguarding Chairperson allows the evidence to be submitted, he/she shall consider whether a redacted version of the evidence and/or a summary of the evidence can be provided to the Participant.

Hearings

8.20 Save for good cause shown by any party, all hearings shall be conducted on a private and confidential basis, attended only by the parties to the proceedings and their representatives, as well as, for good cause shown and with the approval of the Safeguarding Panel, the representatives of any third party with a legitimate interest in the proceedings.

8.21 The hearing shall be conducted in English. The Participant shall be entitled to use an interpreter. Any party wishing to rely upon documents written in a language other than English shall produce certified English translations of such documents, and shall bear the cost of any translation.

8.22 The procedure to be followed at the hearing shall be at the discretion of the Chair of the Safeguarding Panel, provided always that the hearing is conducted in a fair manner, with a reasonable opportunity provided for each party to present evidence (including the right to call and to question witnesses), address the Safeguarding Panel and present its/his/her case as to both liability and any sanctions and/or risk management measures.

8.23 At the beginning of the hearing the Chair shall explain the order of the proceedings that the Safeguarding Panel proposes to adopt.

8.24 The Safeguarding Panel shall have discretion as to whether to receive evidence from witnesses in person, by telephone, by video link or in writing, and shall have the right to question a witness and control the questioning of witnesses by a party.

8.25 Unless the Safeguarding Panel orders that parties may make submissions in writing only, all parties should attend hearings in person, along with any representative(s). The non-attendance of any party or his representative at the hearing, after notice of the hearing has been provided in accordance with these ICC Safeguarding Regulations, shall not prevent the Safeguarding Panel from proceeding with the hearing in his absence, whether or not written submissions have been made by or on behalf of that party.

Proof and evidence

8.26 The burden of proof shall be on the ICC General Counsel in all cases brought under these ICC Safeguarding Regulations and the standard of proof shall be whether the Safeguarding Panel is satisfied on the balance of probabilities that the alleged Prohibited Conduct has been committed.
The following rules of proof shall be applicable:

8.27.1 The Safeguarding Panel 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.

8.27.2 The Safeguarding Panel 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 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.

The Safeguarding Panel 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. The Safeguarding Panel 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 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.

The Safeguarding Panel 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 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.

The Safeguarding Panel shall determine the manner in which the evidence of any Young Person or Adult at Risk is given (if any), bearing in mind (i) the objective of achieving a fair hearing, (ii) any possible detriment to the welfare of a Young Person or Adult at Risk from giving evidence, and (iii) the possible advantages that the evidence will bring to determine the truth of the matters at hand.

The Safeguarding Panel shall take appropriate steps to improve the quality of the evidence of a Young Person or Adult at Risk and minimise the risk of distress in the provision of such evidence. A Young Person or Adult at Risk should only ever be questioned directly by any party in person if he/she is very clearly capable of doing so and very clearly capable of making that decision for himself/herself.

Decisions

Once the parties have completed their respective submissions, the Safeguarding Panel shall retire to determine in private whether it is satisfied on the evidence, to the required standard, of the issues which are before it for determination. The Safeguarding Panel shall make its decision unanimously or by majority. No member of the Safeguarding Panel may abstain.

The Safeguarding Panel shall announce its decision in writing, with reasons, as soon as possible after the conclusion of the hearing. That written decision will set out and explain:

8.31.1 the Safeguarding Panel's findings as to whether any Prohibited Conduct has been committed; and
8.31.2 the Safeguarding Panel's findings as to what sanction(s) and/or risk management measure(s) are to be imposed (if any).

The Safeguarding Panel has the power to make a costs order against any party to the hearing in respect of the costs of convening the Safeguarding Panel 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 it appropriate (for example, but without limitation, where it considers that such party has acted spuriously, frivolously or otherwise in bad faith). If it does not exercise that power, the ICC shall pay the costs of convening the Safeguarding Panel and of staging the hearing, and each party shall bear its own costs (legal, expert, travel, accommodation, translation or otherwise).

ARTICLE 9 SANCTIONS AND RISK MANAGEMENT MEASURES

Safeguarding Panels may impose such sanction and/or risk management measure(s) as they deem appropriate. However, a Safeguarding Panel should consider the following range of sanctions and risk management measures where a Safeguarding Panel concludes that a Participant has engaged in Prohibited Conduct:

9.1.1 a warning as to future conduct;
9.1.2 a reprimand;
9.1.3 an order requiring a Participant to undertake specific training/education;

9.1.4 an order requiring a Participant to be monitored in specific matters;

9.1.5 compensation payments to any person affected by the Prohibited Conduct of such amount as the Safeguarding Panel deems appropriate;

9.1.6 a fine in such amount as the Safeguarding Panel deems appropriate;

9.1.7 a period of Ineligibility of such duration and on such terms and conditions as the Safeguarding Panel considers appropriate (up to and including indefinite Ineligibility from all cricketing activities).

9.2 In determining the appropriate sanction and/or risk management measure(s), the Safeguarding Panel shall take into account the seriousness of the offence, the context of the particular situation, whether the conduct in question was deliberate, reckless, and/or negligent, and any continuing risk the Participant may pose. The Safeguarding Panel may also take into account any mitigating or aggravating factors it considers relevant and appropriate.

9.3 The ICC may publish and/or share details of sanctions and risk management measures on a 'need to know' basis, in such form and manner, and to such extent, as it deems necessary for the purposes of enforcement and/or compliance and having due regard for the aims and objectives of these ICC Safeguarding Regulations at all times.

9.4 No Participant who is declared Ineligible may, during the period of Ineligibility, play, coach, attend, officiate or otherwise participate or be involved in any capacity in any cricket match, event or activity (other than authorised 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 cricket match.

9.5 Sanctions and risk management measures imposed under these ICC Safeguarding Regulations shall be recognised, enforced, extended and given effect to within their respective jurisdictions by the ICC and National Cricket Federations automatically upon receipt of notice of the same, without the need for further formality.

9.6 Equally, the ICC may (in its discretion) recognise and give effect to sanctions and risk management measures (or equivalent sanctions or measures) of National Cricket Federations, or (as the case may be) other sports governing bodies or other relevant authorities in respect of safeguarding matters.

ARTICLE 10 APPEALS

10.1 Decisions made under these ICC Safeguarding Regulations may be challenged solely by way of appeal as set out in this Article 10. Decisions shall remain in effect while under appeal unless any properly convened Safeguarding Appeal Panel orders otherwise.

10.2 The only parties who may appeal a decision shall be: (a) the Participant; and (b) the ICC General Counsel.

10.3 Any notice to appeal under this Article must be lodged with the ICC’s General Counsel within seven (7) days of receipt of the relevant decision, who shall as soon as possible refer the notice to the Safeguarding Chairperson. In all cases, a copy of such notice will also be provided to the National Cricket Federation to which the Participant is affiliated. Thereafter, the following will apply:

10.3.1 Within seven (7) days of receipt of a notice to appeal, the Safeguarding Chairperson will appoint three members of the Safeguarding Group to sit as a Safeguarding Appeal Panel ("Safeguarding Appeal Panel").
10.3.2 The provisions of Article 8, applicable to proceedings before a Safeguarding Panel, shall apply *mutatis mutandis* (i.e., with changes deemed to have been made as required to reflect the different context) to appeal hearings before the Safeguarding Appeal Panel.

10.3.3 Where required in order to do justice (for example to cure procedural errors at the first instance hearing), the Chair of the Safeguarding Appeal Panel may rule that 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-maker(s):

10.3.3.1 conducted the proceedings in a way that was substantially unfair and prejudicial to the appealing party;

10.3.3.2 misinterpreted, failed to apply or wrongly applied these ICC Safeguarding Regulations or the applicable law; and/or

10.3.3.3 came to a decision no reasonable decision-maker could have come to (whether in respect to liability, sanction and/or risk management measure(s), or any other relevant matter).

10.3.4 For the avoidance of doubt, a Safeguarding Appeal Panel may uphold the original decision or issue a new decision that replaces the original decision (which, in the context of sanction and/or risk management measure(s), may mean an ‘increase’ or ‘decrease’ to any sanction and/or risk management measure(s) previously imposed).

10.3.5 Appeal hearings pursuant to this Article 10 should be completed expeditiously. Save where all parties agree or fairness requires otherwise, the appeal hearing shall be commenced no later than thirty (30) days after the appointment of the Safeguarding Appeal Panel. It shall be open to the Safeguarding Appeal Panel, in its discretion, to determine that the matter (or any part thereof) be dealt with by way of written submissions only.

10.3.6 Any decision made by the Safeguarding Appeal Panel under this Article 10, shall be the full, final and complete disposition of the matter and will be binding on all parties. All parties waive irrevocably any right to any other form of appeal, review or recourse by or in any court or judicial authority, insofar as such waiver may validly be made. For the avoidance of doubt, such a waiver extends to any rights that would otherwise arise under sections 45 or 69 of the Arbitration Act 1996.

**ARTICLE 11 MISCELLANEOUS**

11.1 These ICC Safeguarding Regulations are to be interpreted and applied by reference to their core aim of ensuring the welfare of Protected Persons. Such interpretation and application shall take precedence over any strict legal or technical interpretations that may otherwise be proposed. Any documents that may be published by the ICC from time to time to further the aims of these ICC Safeguarding Regulations (for example policy and guidance documents) may be referred to as interpretative aids.

11.2 In the event that any incident or other matter occurs that is not provided for in these ICC Safeguarding Regulations (whether it relates to conduct, jurisdiction, investigation, procedure, sanction and/or risk management measure(s) or otherwise), or if any part of these ICC Safeguarding Regulations is deemed deleted as contemplated by Article 11.8 then the ICC, Safeguarding Chairperson, Deputy Safeguarding Chairperson, Safeguarding Panel, Safeguarding Appeal Panel or any other relevant decision-maker may take such action as considered appropriate in the circumstances, taking into account the specific circumstances of the individual case and the principles of natural justice and fairness.
Minor practical or technical points will not serve to invalidate the procedure or any decisions or findings made under these ICC Safeguarding Regulations, so long as the principles of natural justice and fairness are not infringed.

The ICC may share information obtained pursuant to these ICC Safeguarding Regulations with National Cricket Federations, the police and/or other relevant authorities.

These ICC Safeguarding Regulations are intended to operate on a stand-alone basis. However, in the event that any matter or conduct falling under these ICC Safeguarding Regulations may also fall to be determined under any other relevant ICC rules, regulations or procedures (as may from time to time be in force), or is subject to investigation by the police or another sports governing body (including any National Cricket Federation or sports governing body outside cricket) or other relevant body, or is subject to any other legal/regulatory/disciplinary process, then the ICC, Safeguarding Chairperson, Safeguarding Panel or other relevant decision-maker may at any point temporarily suspend any procedure ongoing under these ICC Safeguarding Regulations. For the avoidance of doubt, in the event that any matter or conduct falling under these ICC Safeguarding Regulations also falls under any other relevant ICC rules, regulations or procedures, the ICC may bring proceedings under those other rules or regulations (regardless of whether proceedings are also brought under these ICC Safeguarding Regulations).

Save to the extent that disclosure and/or publication is provided for in these ICC Safeguarding Regulations, or is otherwise in accordance with the law, all matters considered under these ICC Safeguarding Regulations, will, so far as practicable, be regarded as confidential and used only for the purposes of these ICC Safeguarding Regulations.

These ICC Safeguarding Regulations are governed by English law. The English courts shall have exclusive jurisdiction to issue relief in aid of the arbitration agreement contained within these ICC Safeguarding Regulations and/or to hear and determine challenges to any final decision issued under these ICC Safeguarding Regulations.

If any part of these ICC Safeguarding Regulations is ruled to be invalid, unenforceable or illegal for any reason, that part will be deemed deleted, and the rest of these ICC Safeguarding Regulations will remain in full force and effect.

Neither the ICC, nor any person employed by or appointed to assist the ICC, will be liable to any party for any act or omission unless it is actuated by malice or bad faith.

These ICC Safeguarding Regulations shall come into effect on 1 May 2019 ("Effective Date"). The ICC may amend these ICC Safeguarding Regulations from time to time. Such amendments will come into effect on the date specified by the ICC. The substantive provisions of these ICC Safeguarding Regulations shall not apply retrospectively to matters arising before the Effective Date (but, for the avoidance of doubt, a Participant may be considered to pose a risk of harm as a consequence of conduct that took place prior to the Effective Date).
APPENDIX 1 - DEFINITIONS

**Adult at Risk.** Any person aged 18 or older who is engaged in activities in connection with an ICC Event (whether as a Participant or otherwise) and who is, or may be, vulnerable to or unable to protect himself or herself against harm or the risk of it (whether generally or a result of circumstances in which they find themselves at the relevant time).

**Deputy Safeguarding Chairperson.** As defined in Article 7.1.

**Effective Date.** As defined in Article 11.10.

**ICC.** The International Cricket Council or its designee.

**ICC Events.** Means each of the following, and each match played as part of the following (men’s and women’s, as applicable): (a) the ICC Cricket World Cup, together with any qualifying events thereto; (b) the ICC Twenty20 World Cup, together with any qualifying events thereto; (c) the ICC Men’s World Test Championship Final, (d) the ICC Under 19 Cricket World Cup, together with any qualifying events thereto; (e) the ICC Intercontinental Cup; (f) any successor to or replacement for any of the foregoing events, as specified by the ICC and (g) any other match or event organised or sanctioned by the ICC from time to time at which the ICC deems it appropriate that these ICC Safeguarding Regulations should apply.

**ICC General Counsel.** The person appointed by the ICC from time to time to act as the ICC’s General Counsel (or his/her designee).

**ICC Official.** Any individual bound by the ICC Code of Ethics.

**ICC Safeguarding Regulations.** These ICC Safeguarding Regulations promulgated by the ICC on the Effective Date.

**Ineligibility.** The Participant being barred from participating in cricketing activities, as set out more specifically in Article 9.4.

**Match Referee.** Any independent person who is appointed by the ICC or any other relevant party as the official match referee for a match during an ICC Event, whether such Match Referee carries out his/her functions remotely or otherwise.

**National Cricket Federation.** A national or regional entity that 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 6.1.

**Participant.** As defined in Article 2.1.

**Pitch Curator.** Any individual who acts as a pitch curator or groundsman at any stadium or venue affiliated (whether through a club, franchise, county, province or otherwise) to any National Cricket Federation.

**Player Agent.** Any individual who acts in any way in the capacity of agent, representative, adviser or otherwise in relation to the negotiation, arrangement, registration of execution of any employment or commercial agreement for a cricketer, irrespective of whether such individual is registered or licensed to perform such activity within a National Cricket Federation or not.

**Prohibited Conduct.** As defined in Article 3.

**Protected Person(s).** Any person(s) engaged in activities in connection with an ICC Event (whether as a Participant or otherwise), including (but not limited to) Young Persons and Adults at Risk.
**Provisional Suspension.** The Participant being temporarily barred from participating in cricketing activities, as set out more specifically in Article 5.6.

**Safeguarding Appeal Panel.** As defined in Article 10.3.1.

**Safeguarding Chairperson.** As defined in Article 7.1. The Safeguarding Chairperson shall be a legally qualified person of sufficient qualification and experience.

**Safeguarding Group.** As defined in Article 7.1.

**Safeguarding Panel.** As defined in Article 8.1.

**Umpire.** Any umpire (including any on-field umpire, television umpire, third or fourth umpire) who is appointed by the ICC or any other relevant party to officiate in an ICC Event.

**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 an ICC Event) or umpire coach who is appointed by the ICC or any other relevant party to support the Umpires and/or Match Referees in their appointments to any match during an ICC Event.

**Young Person.** Any person under the age of 18 years engaged in activities in connection with an ICC Event (whether as a Participant or otherwise).
APPENDIX 2 – NON-EXCLUSIVE GUIDANCE AS TO CONDUCT THAT MIGHT CONSTITUTE ‘HARM’ FOR THE PURPOSES OF THE ICC SAFEGUARDING REGULATIONS

‘Harm’ is not a narrow concept and whether or not harm has occurred, or the risk of harm exists, will inevitably be a fact-specific analysis. However, in general terms, ‘harm’ means ill-treatment or the impairment of health, welfare or development. Harm can be caused directly and indirectly, including by text, e-mail and various social media and other communication platforms.

Abusive behaviour is always harmful. There are various forms of abusive behaviour, including (but not limited to) the following:

**Physical abuse**

Physical abuse may involve hitting, shaking, throwing, poisoning, burning or scalding, biting, drowning, suffocating or otherwise causing physical harm.

**Emotional abuse**

Emotional abuse is persistent emotional ill-treatment such as to cause severe and persistent adverse effects on another's emotional development or state. It may involve, by way of example:

- conveying to someone that he/she is worthless, inadequate, or valued only insofar as they meet the needs of another person;
- not giving a person opportunities to express his/her views, deliberately silencing him/her or 'making fun' of what he/she says or how they communicate;
- undue or repeated criticism, name-calling, sarcasm, harassment, or discrimination;
- inappropriate expectations being imposed upon a person;
- preventing a person's normal social interaction;
- a person seeing or hearing the ill-treatment of another;
- bullying someone, causing him/her frequently to feel frightened, embarrassed or in danger; and
- exploitation or corruption of a person.

**Sexual abuse**

Sexual abuse may involve, by way of example, sexual harassment, forcing or inappropriately enticing someone to take part in sexual activities against their will, whether or not the other person is aware of what is happening.

Sexual abuse may involve physical contact, and it may also involve non-contact activities such as, without limitation, grooming, exposing oneself, involving another person in looking at, or in the production of, sexual images, or encouraging someone to behave in a sexually inappropriate way.