

Seychelles Cricket Association

Anti-Corruption Procedural rules (Domestic)



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ARTICLE 1 THE DISCIPLINARY PROCEDURE

1.1 Hearings under this *Anti-Corruption Code*

- 1.1.1 Where the Seychelles Cricket Association 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*.
- 1.1.2 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.
- 1.1.3 The Chairman of the *Anti-Corruption Tribunal* shall convene a preliminary hearing with the Seychelles Cricket Association 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*.
- 1.1.4 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:
- 1.1.4.1 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;
- 1.1.4.2 establish dates reasonably in advance of the date of the full hearing by which:
- (a) the Seychelles Cricket Association shall submit an opening brief with argument on all issues that the Seychelles Cricket Association wishes to raise at the hearing and a written statement from each witness that the Seychelles Cricket Association intends to call at the hearing, setting out his/her direct evidence, and enclosing copies of the documents that the Seychelles Cricket Association intends to rely on at the hearing;
- (b) the *Participant* shall submit an answering brief, addressing the arguments of the Seychelles Cricket Association 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 Seychelles Cricket Association 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

Seychelles Cricket Association intends to call at the hearing, setting out his/her direct evidence and enclosing copies of any further documents that the Seychelles Cricket Association intends to rely on at the hearing.

- 1.1.4.3** 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
- 1.1.4.4** 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.
- 1.1.5** 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).
- 1.1.6** 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.
- 1.1.7** Hearings before the *Anti-Corruption Tribunal* shall be conducted on a confidential basis.
- 1.1.8** Each of the Seychelles Cricket Association 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).
- 1.1.9** 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.
- 1.1.10** 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 of 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.

- 1.1.11 If required by the Chairman of the *Anti-Corruption Tribunal*, Seychelles Cricket Association 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 Seychelles Cricket Association, subject to any costs-shifting order that the *Anti-Corruption Tribunal* may make further to Article 5.2.3.
- 1.1.12 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 Seychelles Cricket Association 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 Seychelles Cricket Association 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 Seychelles Cricket Association’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 Seychelles Cricket Association 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 Seychelles Cricket Association’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 Seychelles Cricket Association will provide notice of it to the *ICC*.

1.2 Decisions of the *Anti-Corruption Tribunal*

- 1.2.1 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:
- 1.2.1.1 with reasons, the *Anti-Corruption Tribunal*’s findings as to whether any offence(s) under this *Anti-Corruption Code* has/have been committed;
 - 1.2.1.2 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*);
 - 1.2.1.3 with reasons, the date that such period of *Ineligibility* shall commence pursuant to Article 6.4; and
 - 1.2.1.4 the rights of appeal described in Article 7.
- 1.2.2 The Seychelles Cricket Association will provide the *ICC* 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.
- 1.2.3 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 Seychelles Cricket Association to the *ICC* without unnecessary delay following its announcement.

- 1.2.4** 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 Seychelles Cricket Association 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).
- 1.2.5** 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 2 APPEALS

- 2.1** The following decisions made under this *Anti-Corruption Code* may be challenged by the Seychelles Cricket Association, 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:
- 2.1.1** 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*;
- 2.1.2** a decision that a charge of an offence under this *Anti-Corruption Code* should be dismissed for procedural or jurisdictional reasons;
- 2.1.3** a decision that an offence under this *Anti-Corruption Code* has (or has not) been committed; and/or
- 2.1.4** a decision to impose (or not to impose) sanctions, including the appropriateness of any sanction imposed for an offence under this *Anti-Corruption Code*.
- 2.2** 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 Seychelles Cricket Association made pursuant to Article 6.8.
- 2.3** Decisions being appealed shall remain in effect and binding pending resolution of the appeal.
- 2.4** 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.
- 2.5** In all appeals to *CAS* pursuant to this Article 7:
- 2.5.1** *CAS's* Code of Sports-related Arbitration shall apply, save as amended below.
- 2.5.2** 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.

2.5.3 The governing law shall be laws of Seychelles.

2.5.4 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.