

# **The Mumbai Cricket Association**

## **Anti-Corruption Code**

**Effective from 10<sup>th</sup> March 2018**

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# The Mumbai Cricket Association

## ANTI-CORRUPTION CODE

### DEFINITIONS

In this Anti-Corruption Code, the following words and expressions shall have the meanings ascribed to them below.

**Accreditation** means the accreditation provided to persons by which such persons become entitled to access to all Match venues.

**ACU** means the Anti-Corruption Unit of the MCA or its designee.

**Anti-Corruption Code** means this Anti-Corruption Code adopted by the MCA on the Effective Date as the same may be revised by MCA in its sole discretion from time to time.

**BCCI** means The Board of Control for Cricket in India.

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

**Betting Organization** means any company or other undertaking that promotes, brokers, arranges or conducts any form of Betting activity in relation to Matches.

**Corrupt Conduct** means any act or omission that would amount to an offence under Article 2 of this Anti-Corruption Code.

**Demand** has the meaning in Article 3.3.

**Designated Anti-Corruption Official** means the person appointed by the MCA to fulfill the duties set out in this Anti-Corruption Code.

**Director ACU** means an appointee of the MCA with supervisory responsibilities in relation to the Anti-Corruption Code.

**Disciplinary Commissioner** means the person appointed by the President BCCI, to conduct the preliminary enquiry in relation to any Disciplinary proceedings.

**Disciplinary Committee** means the committee to be established to look into a potential breach of this Anti-Corruption Code.

**Disciplinary Proceedings** means any proceedings commenced for an alleged breach of this Anti-Corruption Code.

**Effective Date** means the date appearing at the start of this Anti-Corruption Code.

**Governing Council** means the group of people from time to time established by the MCA to oversee the establishment and operation of the League by the League Organiser;

**Group** means a group of companies comprising of all companies which are under the same management according to the conditions set out below, including without limitation the ultimate parent company of the Company and all enterprises whose accounts are consolidated on a line by line basis in such ultimate parent company's audited financial statements and two bodies corporate shall be deemed to be under the "same management" (i) if the managing agent, secretaries and treasurers, managing director or manager of the one body, or where such managing agent or secretaries and treasurers are a firm, any partner in the firm, or where such managing agent or secretaries and treasurers are a private company, any director of such company, is - (a) the managing agent, secretaries and treasurers, managing director or manager of the other body ; or (b) a partner in the firm acting as managing agent or secretaries and treasurers of the other body ; or (c) a director of the private company acting as managing agent or secretaries and treasurers of the other body ; or (ii) if a majority of the directors of the one body constitute, or at any time within the six months immediately preceding constituted, a majority of the directors of the other body ; or (iii) if not less than one-third of the total voting power with respect to any matter relating to each of the two bodies corporate is exercised or controlled by the same individual or body corporate ; or (iv) if the holding company of the one body corporate is under the same management as the other body corporate within the meaning of clause (i), clause (ii) or clause (iii) ; or (v) if one or more directors of the one body corporate while holding, whether by themselves or together with their relatives, the majority of shares in that body corporate also hold, whether by themselves or together with their relatives, the majority of shares in the other body corporate.

**ICC** means the means The International Cricket Council which governs and oversees the Game at international and representative level, or any successor body to it carrying out such functions.

**Ineligibility** means the Participant is barred for a specified period of time from participation in the sport of cricket, as set out more specifically in Article 3.2.

**Inside Information** means 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 such information that 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.

**League** means the Twenty20 cricket league which has been sanctioned by MCA and is being organized by the League Organiser and which is, at the Effective Date, known as The T20 Mumbai League.

**League Commissioner** means the person appointed to chair the Governing Council from time to time.

**League Organiser** means the entity granted the right to establish, operate, promote and commercialise the League from time to time and which, at the date of the adoption of these League Rules, is Probability Sports (India) Private Limited.

**Match** means all matches forming part of the League including all play-off matches.

**MCA** means The Mumbai Cricket Association.

**Participant** means any Player, Player Support Personnel, Umpire, Match Referee or Umpire Support Personnel.

**Player** means any cricketer who is selected in any playing team or squad that is chosen to represent any Team in any Match.

**Player Support Personnel** means any coach, trainer, manager, selector, Team Official, doctor, physiotherapist or any other person employed by, representing a Team.

**Reward** means any direct or indirect financial or other benefit (other than official prize money and/or contracted payments under playing, service, endorsement, sponsorship or other such similar contracts).

**Substantial Assistance** means for the purposes of this Anti-Corruption Code that, 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 equivalent regulations, and relevant criminal offences and breaches of other professional rules; and (b) reasonably cooperate with the investigation and adjudication of any case related to that information, including, for example, presenting testimony at a hearing if requested to do so by the MCA or other relevant body. Further, the information provided must be credible and must comprise an important part of any case that is initiated or, if no case is initiated, must have provided a sufficient basis on which a case could have been brought.

**Suspension** has the meaning in Article 3.7.

**Team** means any team that participates in the League.

**Team Official** means any person who (a) has been provided an Central Accreditation on behalf of a Team or Team Operator, (b) is a director, secretary, officer, management staff,

employee, coach, physio (or other medical personnel) or duly authorised (express or implied) agent of a Team or Team Operator or a consultant to or other person serving in any official capacity for a Team or Team Operator or (c) is a Team Owner;

**Team Operator** means a company (and, for the purposes of this Anti-Corruption Code, the expression Team Operator shall be deemed to include any company in the same Group as such company) which has entered into a participation agreement with the League Organiser under which such company has agreed to participate in the League and Participation Agreement shall be construed accordingly.

**Team Owner** in relation to a Team Operator means the Participant, as defined in the Participation Agreement signed with the League Organiser with respect to the right to operate such Team in the League.

**Umpire** means any umpire (including any on-field umpire, television umpire, third or fourth umpire) appointed (by the MCA, the League Organiser or any other relevant party) to officiate in any Match.

**Umpire Support Personnel** means any technical officials (for example, and without limitation, any official with responsibility for operating the communication equipment for Umpires and Match Referees during a Match) or umpire coaches appointed (by the MCA, the League Organiser or any other relevant party) to support the Umpires and/or Match Referees.

## **ARTICLE 1 INTRODUCTION, SCOPE AND APPLICATION**

**1.1** The MCA 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. It is the determination to protect that essence of cricket that has led the MCA to adopt this Anti-Corruption Code.

**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. Even where that risk is more theoretical than practical, its consequence is to 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 MCA in the enforcement of rules of conduct. As a consequence, the MCA needs 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 MCA is committed to taking every step in its power to prevent corrupt betting practices undermining the integrity of the sport of cricket, including any efforts to influence improperly the outcome or any other aspect of any Match.

**1.2** This Anti-Corruption Code is to be interpreted and applied by reference to the fundamental sporting imperatives described in Article 1.1. This includes but is not limited to cases 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** All Participants are automatically bound by and required to comply with all the provisions of this Anti-Corruption Code. Accordingly, by their participation (in the case of a Player) or assistance in a Player's participation (in the case of a Player Support Personnel), or appointment to officiate (in the case of an Umpire or Match Referee) or appointment to support an Umpire or Match Referee (in the case of an Umpire Support Personnel) in a Match, such Participants shall be deemed to have agreed:
- 1.3.1** for the purposes of giving effect to this Anti-Corruption Code, to have consented 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 hereinafter under the terms of this Anti-Corruption Code;
  - 1.3.2** that it is their personal responsibility to familiarise themselves with all of the requirements of this Anti-Corruption Code, including what conduct constitutes an offence under this Anti-Corruption Code, and to comply with those requirements;
  - 1.3.3** to submit to the authority of the MCA (including as delegated to any member of the ACU) to adopt, apply, monitor and enforce this Anti-Corruption Code;
  - 1.3.4** to submit to the exclusive jurisdiction of the MCA to hear and determine charges brought by the MCA and/or related issues under this Anti-Corruption Code;
  - 1.3.5** where requested to provide Substantial Assistance to the ACU, the Disciplinary Commissioner, the Disciplinary Committee, the MCA or any person acting on behalf of any of the foregoing people in relation to any allegation of a breach of this Anti-Corruption Code; and
  - 1.3.6** not to bring any proceedings in any court or other forum that are inconsistent with the foregoing submissions to the jurisdiction of the MCA Disciplinary Committee.
- 1.4** Each Participant shall continue to be bound by and required to comply with this Anti-Corruption Code until he/she has not participated (in the case of a Player) or assisted in a Player's participation (in the case of a Player Support Personnel) or officiated (in the case of an Umpire or Match Referee) or been appointed to support an Umpire or Match Referee (in the case of an Umpire Support personnel) in a Match for a period of twelve (12) months. The MCA shall continue to have jurisdiction over him/her under this Anti-Corruption Code thereafter in respect of matters taking place prior to that point.



- 1.5** Without prejudice to Articles 1.3 and 1.4, the MCA (through the ACU) shall be responsible for promoting Anti-Corruption Code awareness and education amongst Participants.
- 1.6** The conduct prohibited under this Anti-Corruption Code may also be a criminal offence and/or a breach of other applicable laws or regulations (including the anti-corruption rules of the BCCI). This Anti-Corruption Code is intended to supplement such laws and regulations with further rules of professional conduct and 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.
- 1.7** Where a Participant's alleged Corrupt Conduct would amount to a violation both of this Anti-Corruption Code and of the anti-corruption rules of the BCCI:
- 1.7.1** if the alleged Corrupt Conduct is in respect of a Match, the MCA will have the first right and responsibility to take action against the Participant, under this Anti-Corruption Code;
- 1.7.2** if the alleged Corrupt Conduct is in respect of one or more other matches played under the BCCI's sanction then BCCI will have the right and responsibility to take action against the Participant, under the BCCI's anti-corruption rules, and the MCA will not take action against the Participant for such Corrupt Conduct under this Anti-Corruption Code. It is clarified that the MCA shall recognise the final decision taken by BCCI in respect of any Participant and take suitable steps against such Participant in relation to the League to implement the same.

## **ARTICLE 2 OFFENCES UNDER THIS ANTI-CORRUPTION CODE**

The conduct described 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 effort to fix or contrive in any way or otherwise influence improperly, the result, progress, conduct or any other aspect of any Match.
- 2.1.2** Seeking, accepting, offering or agreeing to accept any bribe or other Reward to fix or to contrive in any way or otherwise to influence improperly the result, progress, conduct or any other aspect of any Match.
- 2.1.3** Failing or refusing, for Reward, to perform to one's abilities in a Match.

**2.1.4** Soliciting, inducing, enticing, instructing, persuading, encouraging or facilitating (a) any Participant to commit an offence under any of the foregoing provisions of this Article 2.1 and/or (b) any other person to do any act that would be an offence if that person were a Participant

**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 Match.

**2.2.2** Soliciting, inducing, enticing, instructing, persuading, encouraging, facilitating or authorising any other party to enter into a Bet for the direct or indirect benefit of the Participant in relation to the result, progress, conduct or any other aspect of any Match.

**2.2.3** Ensuring the occurrence of a particular incident in a Match, which occurrence is to the Participant's knowledge the subject of a Bet and for which he/she expects to receive or has received any Reward.

**2.3 Misuse of Inside Information:**

**2.3.1** Using, for Betting purposes, any Inside Information.

**2.3.2** Disclosing Inside Information to any person (with or without Reward) before or during any Match where the Participant might reasonably be expected to know that disclosure of such information in such circumstances could be used in relation to Betting.

**2.3.3** Soliciting, inducing, enticing, persuading, encouraging or facilitating (a) any Participant to commit an offence under any of the foregoing provisions of this Article 2.3 and/or (b) any other person to do any act that would be an offence if that person were a Participant.

**2.4 General:**

**2.4.1** Providing or receiving any gift, payment or other benefit (whether of a monetary value or otherwise) in circumstances that the Participant might reasonably have expected could bring him/her or the sport of cricket into disrepute.

**2.4.2** Failing or refusing to disclose to the ACU (without undue delay) full details of any approaches or invitations received by the Participant to engage in conduct that would amount to a breach of this Anti-Corruption Code.

**2.4.3** Failing or refusing to disclose to the ACU (without undue delay) full details of any incident, fact, or matter that comes to the attention of a Participant that may evidence an offence under this Anti-Corruption Code by a third party, including (without limitation) approaches or invitations that have been received by any other party to engage in conduct that would amount to a breach of this Anti-Corruption Code.

**2.4.4** Failing or refusing, without compelling justification, to cooperate with any reasonable investigation carried out by the Designated Anti-Corruption Official (or his/her designee) in relation to possible offences under this Anti-Corruption Code, including failure to provide any information and/or documentation requested by the Designated Anti-Corruption Official (or his/her designee) (whether as part of a formal Demand pursuant to Article 3.3 or otherwise) that may be relevant to such investigation.

**2.5** For the purposes of this Article 2:

**2.5.1** Any attempt by a Participant, or any agreement between (a) a Participant and (b) 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. However, there shall be no offence under this Anti-Corruption Code where the Participant renounces the attempt or agreement prior to it being discovered by a third party not involved in the attempt or agreement.

**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 himself and shall be liable accordingly under this Anti-Corruption Code.

**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 4 in the event that it is determined that an offence has been committed):

**2.6.1** Whether or not the Player him/herself was participating, or a Player assisted by the Player Support Personnel was participating, or the Umpire or Match Referee was officiating, or the Umpire Support Personnel was assisting in the specific Match in question.

**2.6.2** The nature or outcome of any Bet(s) in issue.

- 2.6.3 The outcome of the Match(es) on which such Bet was made.
  - 2.6.4 Whether or not the Participants' efforts or performance (if any), in the Match(es) in issue 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 Match(es) in issue 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 an offence under this Anti-Corruption Code to prove, on the balance of probabilities, that the alleged offence was committed (and that it was not reported to the ACU 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.

### **ARTICLE 3 INVESTIGATIONS AND DISCIPLINARY PROCEEDINGS**

- 3.1 Any allegation or suspicion of a breach of this Anti-Corruption Code, whatever the source, shall be referred to the Designated Anti-Corruption Official (or his/her designee) for investigation and possible charge in accordance with Article 3.5.
- 3.2 The Designated Anti-Corruption Official (or his/her designee) may conduct enquiries/investigations into the activities of any Participant who he/she believes may have committed an offence under this Anti-Corruption Code. Such enquiries/investigations may be conducted in conjunction with, and information obtained in such investigations may be shared with the BCCI, Teams and/or other relevant authorities (including criminal justice, administrative, professional and/or judicial authorities) and all Participants must cooperate fully with such enquiries/investigations.
- 3.3 As part of any such enquiries/investigation, if the Designated Anti-Corruption Official (or his/her designee) reasonably suspects that a Participant (or a third party whose actions may be imputed to the Participant) has committed an offence under this Anti-Corruption Code, he/she may make a written demand to such Participant (a "**Demand**") to furnish to him/her with any information that is reasonably related to the alleged offence, including, without limitation: (a) copies or access to all records relating to the alleged offence (such as telephone records, Internet services records and/or other records stored on computer hard drives or other information storage equipment); and/or (b) a written statement made by the Participant setting out in detail all of the facts and circumstances of which the Participant is aware with respect to the alleged offence. Provided that any such Demand has been issued in accordance with this Article 3.3, 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 (or his/her designee), which in any event, should be no earlier than seven days after the Player's or Player Support

Personnel's receipt of the Demand. Where appropriate, the Participant may seek an extension of such deadline by providing the Designated Anti-Corruption Official (or his/her designee) with cogent reasons to support an extension, provided that the decision to grant or deny such extension shall be at the ultimate discretion of the Designated Anti-Corruption Official (or his/her designee), acting reasonably at all times.

- 3.4** The ACU shall report to the MCA from time to time the results of any enquiries/investigations under this Code. The MCA, either on the basis of such reports or acting on its own motion, has the power to initiate disciplinary proceedings against any Participant as contained in this Article.
- 3.5** The MCA shall appoint a Disciplinary Commissioner to make a preliminary enquiry and call for explanations from the concerned person(s) and submit his report to the MCA not later than 15 days from the date of request. On receipt of the report, the MCA shall forthwith forward the same to the Disciplinary Committee.
- 3.6** Immediately on receipt of the report of the Disciplinary Commissioner, the Disciplinary Committee would call for all particulars and unless it decides, that there is no prima facie case and the matter should accordingly be dropped, commence hearing the subject case and complete the same as expeditiously as possible and decide the subject issues by providing reasonable opportunity to the parties of being heard. None of the parties shall be entitled to be represented by any lawyer. If, despite due notice, any party fails to submit any cause or submits insufficient cause, the Disciplinary Committee shall after providing reasonable opportunity of hearing to the parties concerned, take appropriate action. In the event any party refuses and or fails to appear despite notice, the Disciplinary Committee shall be at liberty to proceed ex-parte on the basis of the available records and evidence. The place of hearing shall be decided by the Disciplinary Committee from time to time.
- 3.7** Pending the Disciplinary Proceedings inquiry under this section the Participant may be suspended by the MCA. The adjudication should be completed with six months.
- 3.8** No Participant who is the subject of any Suspension may, during the period of any Suspension, 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 in relation to the League. The BCCI will be entitled to give effect to and enforce this Article 3.8 in relation to matches organised under its sanction.
- 3.9** The Disciplinary Committee's decision shall be the full, final and complete disposition of the matter and will be binding on all parties.

## ARTICLE 4 SANCTIONS

**4.1** The MCA Disciplinary Committee 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
Articles 2.1.1, 2.1.2, 2.1.3 and 2.1.4 (Corruption)	A minimum of five (5) years and a maximum of a lifetime.	<p>AND, IN ALL CASES:</p> <p>the MCA Disciplinary Committee shall have the discretion to impose a fine on the Participant up to a maximum of the value of any Reward received by the Participant directly or indirectly, out of, or in relation to, the offence committed under this Anti-Corruption Code.</p>
Articles 2.2.1, 2.2.2 and 2.2.3 (Betting)	A minimum of two (2) years and a maximum of five (5) years.	
Articles 2.3.1 and 2.3.3 (as it relates to an offence under Article 2.3.1) (Misuse of inside information)	A minimum of two (2) years and a maximum of five (5) years.	
Articles 2.3.2 and 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.	
Articles 2.4.1 and 2.4.2 (General)	A minimum of one (1) year and a maximum of five (5) years).	
Articles 2.4.3 and 2.4.4 (General)	A minimum of six (6) months and a maximum of two (2) years.	

**4.2** No Participant who has been declared Ineligible may, during the period of Ineligibility, 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 organised in relation to the League or

receive accreditation to provide media or other services at any official League venue or Match.

- 4.3** A Participant who is subject to a period of Ineligibility shall remain subject to this Anti-Corruption Code, the ICC Anti-Corruption Code and the anti-corruption rules of the BCCI and all other National Cricket Federations, during that period. If a Participant commits an offence under this Anti-Corruption Code during a period of Ineligibility, this shall be treated as a separate offence under this Anti-Corruption Code and separate proceedings will be brought pursuant to Article 3.5.
- 4.4** Once any period of Ineligibility has expired, the Participant will automatically become re-eligible to participate (in the case of a Player) or assist a Player's participation (in the case of a Player Support Personnel) in Matches provided that he/she has first: (a) completed an official anti-corruption education session to the reasonable satisfaction of the Designated Anti-Corruption Official (or his/her designee); (b) satisfied, in full, any fine and/or award of costs made against him/her by the MCA Disciplinary Committee (c) agreed to subject him/herself to such additional reasonable and proportionate monitoring procedures and requirements as the Designated Anti-Corruption Official (or his/her designee) may reasonably consider necessary given the nature and scope of the offence committed.

## **ARTICLE 5 PUBLIC DISCLOSURE AND CONFIDENTIALITY**

- 5.1** Save where a Suspension has been imposed, the MCA shall not publicly identify any Participant who has been alleged to have committed an offence under this Anti-Corruption Code unless and until it has been determined in a hearing in accordance with Article 4 that an offence has been committed, or the right to such hearing has been waived, or the assertion of an offence has not been challenged on time. If the decision of the MCA Disciplinary Committee is that an offence has been committed the decision may, at the discretion of the MCA, be publicly reported in full as soon as possible.
- 5.2** The MCA shall use its best endeavours to ensure that persons under its control do not publicly identify any Participant who is alleged to have committed an offence under this Anti-Corruption Code, unless and until a MCA Disciplinary Committee has determined that an offence has been committed, and/or the offence has been admitted. However, the MCA in its discretion may at any time disclose to other organisations such information as the MCA may consider necessary or appropriate to facilitate administration or enforcement of the Anti-Corruption Code, provided that each organisation provides assurance satisfactory to the MCA that the organisation will maintain all such information in confidence. The MCA 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.

## **ARTICLE 6 RECOGNITION OF DECISIONS**

- 6.1** Decisions and sanctions of the ICC and BCCI shall be recognised, respected and enforced by the MCA in relation to Matches and the League automatically upon receipt of notice of the same, without the need for further formality.

## **ARTICLE 7 LIMITATION PERIODS**

- 7.1** No action may be commenced under this Anti-Corruption Code against a Participant for an offence under the Anti-Corruption Code more than eight years after the date on which that offence occurred.
- 7.2** The MCA may at its sole discretion temporarily suspend investigations 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 8 AMENDMENT AND INTERPRETATION OF THIS ANTI-CORRUPTION CODE**

- 8.1** This Anti-Corruption Code may be amended from time to time by the MCA.
- 8.2** 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.
- 8.3** This Anti-Corruption Code shall come into full force and effect on the Effective Date.
- 8.4** If any Article or provision of this Anti-Corruption Code is held 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.
- 8.5** The MCA shall, in relation to the exercise of its rights and duties under this Anti-Corruption Code and unless it decides otherwise, act through the Governing Council.
- 8.6** Each Participant acknowledges and agrees that the Governing Council may require the MCA's approval in relation to the exercise of certain of its/their rights and responsibilities under these League Rules and no member of the Governing Council nor the League Organiser shall assume any liability to any such Relevant Person or any other person in relation to any facts, circumstances or other occurrences if and to the extent that which result from any action or omission of the MCA.
- 8.6** This Anti-Corruption Code is governed by and shall be construed in accordance with Indian Law. Strictly without prejudice to the provisions of Article 4 of this Anti-



Corruption Code, disputes relating to this Anti-Corruption Code shall be subject to the exclusive jurisdiction of the Indian Courts.