

T20 MUMBAI LEAGUE

Anti-Racism Code for Players and Team Officials

Effective as from 10th March 2018

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T20 MUMBAI LEAGUE

ANTI-RACISM CODE FOR PLAYERS AND TEAM OFFICIALS

INTRODUCTION

MCA has sanctioned and the League Organiser is the body responsible for the operation of the League. This Anti-Racism Code for Players and Team Officials (the “**Anti-Racism Code**”) is adopted and implemented as part of MCA’s continuing efforts to protect the public image, popularity and integrity of the League by providing: (a) an effective means to deter any participant from conducting themselves in a manner that may be construed as racially and/or religiously offensive; and (b) a robust disciplinary procedure pursuant to which all matters of improper conduct of this nature in relation to the League can be dealt with fairly, with certainty and in an expeditious manner.

Unless otherwise indicated, references to Articles and the Appendix are to articles and the appendix of this Anti-Racism Code.

ARTICLE 1 SCOPE AND APPLICATION

- 1.1** By their participation (in the case of a Player) or assistance in participation or other involvement (in the case of a Team Official) in a Match, all Players and Team Officials shall be deemed to have agreed:
- 1.1.1** that they are bound by and required to comply with all of the provisions of this Anti-Racism Code;
 - 1.1.2** that it is their personal responsibility to familiarise themselves with all of the requirements of this Anti-Racism Code, including what conduct constitutes an offence under this Anti-Racism Code;
 - 1.1.3** to submit to the exclusive jurisdiction of any Commissioner or Appeal Commission convened under this Anti-Racism Code to hear and determine charges brought (and any appeals in relation thereto) pursuant to this Anti-Racism Code; and
 - 1.1.4** not to bring any proceedings in any court or other forum that are inconsistent with the foregoing submission to the jurisdiction of the Commissioner or Appeal Commission.
- 1.2** All Players and Team Officials shall continue to be bound by and required to comply with this Anti-Racism Code until three (3) months after the termination of his or her contract or, in respect of any Team Official, any other arrangements with a Team Operator and MCA shall continue to have jurisdiction over him/her under this Anti-Racism Code thereafter in respect of matters taking place prior to that point.
- 1.3** It is acknowledged that certain Players and Team Officials may also be subject to rules of the ICC and/or BCCI that govern discipline and/or conduct, and that the same conduct of such Players and/or Team Officials may implicate not only this Anti-Racism Code but also such other rules that may apply. For the avoidance of any doubt, Players and Team Officials acknowledge and agree that: (a) this Anti-Racism Code is not intended to limit the responsibilities of any Player or Team

Official under such other rules; and (b) nothing in such other rules shall be capable of removing, superseding or amending in any way the jurisdiction of the Commissioner or Appeal Commission to determine matters properly arising pursuant to this Anti-Racism Code.

- 1.4** The conduct prohibited under this Anti-Racism Code may also constitute a breach of other applicable laws or regulations (e.g. governing equal opportunities and/or anti-discrimination). This Anti-Racism Code is intended to supplement such laws and regulations with further rules of professional conduct for those involved in the League. It is not intended, and may not be interpreted, construed or applied, to prejudice or undermine in any way the application of such laws and regulations. Players and Team Officials must comply with all applicable laws and regulations at all times.

ARTICLE 2 OFFENCE

- 2.1** The following conduct, if committed by a Player or Team Official at any time during, or in relation to, a Match shall amount to an offence under this Anti-Racism Code:

2.1.1 engaging in any conduct (whether through the use of language, gestures or otherwise) which is likely to offend, insult, humiliate, intimidate, threaten, disparage or vilify any reasonable person in the position of a Player, Team Official, Umpire, Match Referee or any other person (including a spectator) on the basis of their race, religion, culture, colour, descent, national or ethnic origin.

ARTICLE 3 REPORTING AN ALLEGED OFFENCE UNDER THIS ANTI-RACISM CODE

- 3.1** Any one of the following individuals can report an alleged offence under this Anti-Racism Code by lodging a report in the manner described in Article 3.2, below (a **“Report”**):

3.1.1 an Umpire that officiated in the Match during, or in relation to which, the alleged offence was committed;

3.1.2 the Match Referee that was appointed to officiate in the Match during, or in relation to which, the alleged offence was committed;

3.1.3 the Team Manager or duly authorized senior representative of either of the two Team Operators whose representative Teams participated in the Match during, or in relation to which, the alleged offence was committed; or

3.1.4 the League Commissioner

it being acknowledged that the individual lodging any such Report need not have witnessed the alleged offence.

- 3.2** Save in the case of circumstances rendering it impractical, all Reports must be completed, signed and dated by the person lodging the Report and must be lodged with the League Commissioner with a copy to the League Organiser CEO as soon as reasonably practicable, and in any event no later than thirty-six (36) hours after the later of: (a) the commission of the alleged offence; or (b) the alleged offence was brought to the attention of the person lodging

the Report. Any such Report shall contain as much information in relation to the alleged offence under this Anti-Racism Code as is practicable.

- 3.3** Where it is alleged that a Player or Team Official has committed more than one offence under this Anti-Racism Code during, or in relation to, a Match (whether arising out of the same set of facts or otherwise), then a separate Report should be filed in accordance with this Article 3 for each of the offences alleged to have been committed.

ARTICLE 4 NOTIFICATION AND CONCILIATION PROCEDURE

- 4.1** Where a Report is lodged under Article 3, MCA must promptly carry out an investigation into the circumstances detailed in the Report (which may include speaking with relevant parties and reviewing relevant documents and other supporting materials) in order to determine as soon as practicable and, in the absence of circumstances rendering this impractical, within forty-eight (48) hours of receipt of the Report whether the Player or Team Official named in the Report has a case to answer.

- 4.2** If the initial review of the Report reveals that there is no case to answer, then MCA shall notify the person who filed the Report of that fact, and the matter shall not proceed any further.

- 4.3** If the initial review of the Report reveals that there is a case to answer, then, provided that MCA consents to the matter being resolved by a process of conciliation (such consent not to be withheld unless it determines, acting reasonably, that the circumstances of the matter do not merit resolution by conciliation or there is a genuine and reasonable concern that a just and appropriate resolution of the matter will not be reached through a process of conciliation), MCA shall comply with the following procedure:

- 4.3.1** The MCA shall notify the following individuals of their entitlement to have the matter referred at the first instance to a process of conciliation and seek express written consent from each of them to proceed on that basis:

4.3.1.1 the Player or Team Official named in the Report; and

4.3.1.2 the individual(s) who has/have been the subject of the alleged offence.

- 4.3.2** Where MCA does not consent to the matter being resolved by a process of conciliation or where it is unable to obtain the express written consent from both of the individuals described in Articles 4.3.1.1 and 4.3.1.2 within a period of forty-eight (48) hours after receipt by those individuals of such notice, then the matter shall not be referred to a process of conciliation, instead it shall proceed in accordance with Article 4.4.

- 4.3.3** Where a matter proceeds to conciliation under Article 4.3.1, then the case shall be referred to a Conciliator who shall be responsible for overseeing a process of conciliation to take place as soon as possible and, in the absence of circumstances rendering it impractical, no later than three (3) days after the receipt by the Commissioner of the consents described in Article 4.3.1, in accordance with the following procedure:

4.3.3.1 MCA shall appoint one Conciliator who will oversee the conciliation sitting alone and who shall be independent of the relevant parties and BCCI at all times.

- 4.3.3.2** Unless exceptional circumstances apply, each of the parties identified in Articles 4.3.1.1 and 4.3.1.2, together with: (a) the person who lodged the Report (or, in the case of the League Commissioner (at his/her discretion), his/her nominee); and (b) a lawyer duly authorised to attend by the MCA, must attend any conciliation meeting that is scheduled by the Conciliator. Each individual shall have the right (at his/her or its own expense) to be represented at such conciliation meeting by such representative (including legal counsel) of his/her or its own choosing. Where any such individual has a compelling justification for his/her non-attendance, then they shall be given the opportunity to participate in the conciliation by telephone or video conference (if available). In addition, any one of the Team Captain, Team Vice Captain or Team Manager of the Team that any Player or Team Official attending such conciliation meeting represents, may also attend such conciliation meeting to provide additional support and assistance to that Player or Team Official.
- 4.3.3.3** Conciliation meetings shall take place in Mumbai unless the Conciliator decides otherwise.
- 4.3.3.4** All of the parties involved in the conciliation procedure must fully engage with the Conciliator and the conciliation procedure with an open mind and must act, at all times, honestly and in good faith.
- 4.3.3.5** The procedure which is to be followed prior to, and during the conciliation meeting shall be entirely at the discretion of the Conciliator, provided that any such meeting is conducted in an open, inquisitive, non-adversarial and fair manner which enables all of the attending parties a reasonable opportunity to present any evidence that is deemed by the Conciliator to be appropriate and to address the Conciliator on any matter relevant to the alleged offence. In accordance with Article 6.2, all statements, submissions and evidence made, heard or disclosed during any part of the conciliation process shall be so made, heard or disclosed strictly (unless the relevant party expressly agrees otherwise) on a 'without prejudice' basis and may only be used by any party for the purposes of the conciliation process only.
- 4.3.3.6** During the conciliation meeting, the Conciliator will discuss the circumstances of the alleged offence with the relevant parties and explore the possibility of reaching a consensual solution for how to resolve the matter without invoking the disciplinary procedure set out in Article 5. Such a solution may incorporate, without limitation, any of the following (or any combination of the following) outcomes: (a) the voluntary imposition of a period of suspension of the Player or Team Official alleged to have committed the offence (which period must be determined having due regard to the range of permissible sanctions in Article 7.3); and/or (b) a public apology and/or explanation as to the parties' conduct and circumstances surrounding the alleged offence; and/or (c) a private apology and/or explanation as to the parties' conduct and circumstances surrounding the alleged offence; and/or (d) a joint press statement being issued about the parties' conduct and circumstances surrounding the alleged offence and/or its resolution by conciliation; and/or (e) an agreement by the Player or Team

Official alleged to have committed the offence, to undergo a specified programme of education and/or counselling designed to promote the understanding and awareness of issues directly relevant to the offence that is alleged to have been committed.

4.3.3.7 At the end of the conciliation meeting, if the Conciliator is satisfied that all of the parties have reached a consensual resolution of the matter, then he/she shall document such resolution and arrange for the signature of all relevant parties to be attested to such document. Any consensual resolution reached by all parties during such conciliation meeting shall be the full, final and complete disposition of the matter and will be binding on all parties.

4.3.3.8 At the end of the conciliation meeting, if the Conciliator is not satisfied that all of the parties have reached a consensual resolution of the matter, then the conciliation process shall be terminated immediately and the matter shall proceed in accordance with Article 4.4.

4.3.3.9 All parties involved in the conciliation procedure shall treat such procedure as strictly confidential, save that nothing in this Article shall prevent MCA publicly confirming the date of any conciliation meeting, the offence that is alleged to have been committed and/or the name of the Player or Team Official charged.

4.4 If the initial review of the Report reveals that there is a case to answer and either: (a) MCA did not consider it to be an appropriate matter for resolution through conciliation (Article 4.3); or (b) the relevant parties did not consent to the matter being resolved through a conciliation process (Article 4.3.2); or (c) following a conciliation meeting the Conciliator was not satisfied that the parties were able to reach a consensual resolution (Article 4.3.3.8), then MCA shall promptly provide a copy of the Report, together with an explanation of the reason for the matter now proceeding under this Article 4 (such documents comprising the '**Notice of Charge**') to the following individuals:

4.4.1 the Player or Team Official named in the Report; and

4.4.2 the Team Manager and a duly authorised senior representative of the Team Operator of the relevant Player or Team Official named in the Report.

4.5 The Notice of Charge shall specify that the Player or Team Official shall have the following options:

4.5.1 he/she may admit the offence charged and accede to the proposed sanction specified in the Notice of Charge (which sanction shall be strictly at MCA's discretion, but at all times within the appropriate range for the offence). In such circumstances, and provided that such admission has been received by the MCA prior to the commencement of the hearing at the time/place specified in the Notice of Charge, the hearing before the Commissioner shall not be required and no further action shall be taken (and he/she will be taken to have waived his/her right to bring any appeal under this Anti-Racism Code), save that MCA shall promptly issue a public statement confirming: (a) the commission of an offence under this Anti-Racism Code; and (b) the imposition of the applicable sanction specified in the Notice of Charge; or

- 4.5.2** he/she may admit the offence charged but dispute the proposed sanction specified in the Notice of Charge, in which case the matter shall proceed to a hearing in accordance with Article 5.1; or
- 4.5.3** he/she may deny the offence charged, in which case the matter shall proceed to a hearing in accordance with Article 5.1.

ARTICLE 5 THE DISCIPLINARY PROCEDURE

5.1 Disciplinary Procedure

Where a matter proceeds to a hearing under Article 4.5.2 or 4.5.3, then the case shall be referred to the Commissioner for adjudication in accordance with the following procedure:

- 5.1.1** As soon as reasonably possible, MCA shall appoint one person from the Commission to sit as the Commissioner to hear the case sitting alone prior to which it shall constitute the Commission if this has not occurred. The person appointed as the Commissioner shall have had no prior involvement with the case.
- 5.1.2** Subject to the discretion of the Commissioner to order otherwise for good cause shown by the Player or Team Official, the hearing will take place at the time specified in the Notice of Charge (which should, in the absence of circumstances rendering this impractical, be no more than forty-eight (48) hours after receipt by the Player or Team Official of the Notice of Charge) in Mumbai unless the Commissioner decides otherwise. For the avoidance of doubt, nothing in this Article 5.1.2 prevents a hearing from being convened at a time during which the Match during which the alleged offence took place, remains in progress.
- 5.1.3** The procedure followed at the hearing shall be at the discretion of the Commissioner, provided that the hearing is conducted in a manner which offers the Player or Team Official with 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 Commissioner and present his/her case. For the avoidance of any doubt, in accordance with Article 6.2, unless the relevant party expressly agrees otherwise, no evidence shall be adduced, given or accepted during any hearing before the Commissioner in relation to anything that may have been said or disclosed during any part of any 'without prejudice' conciliation process carried out pursuant to Article 4.3.
- 5.1.4** The hearing before the Commissioner shall be in English, and certified English translations shall be submitted of any non-English documents put before the Commissioner. The cost of the translation shall be borne by the party offering the document(s). If required by the Commissioner (at his/her discretion), MCA shall make arrangements to have the hearing recorded or transcribed. If requested by the Player or Team Official, MCA shall also arrange for an interpreter to attend the hearing. Such costs of transcription and interpretation shall be paid by MCA.
- 5.1.5** Where video evidence of the alleged offence is available at the hearing before the Commissioner, then it may be relied upon by any party, provided that all other parties shall have the right to make such representations in relation to it that they may see fit.

- 5.1.6** Unless exceptional circumstances apply, each of the following individuals must attend any hearing before the Commissioner: (a) the Player or Team Official who has been charged with the alleged offence; (b) the person who lodged the Report (or, in the case of the League Commissioner (at his/her discretion), his/her representative/nominee); and (c) a lawyer duly authorised to attend by the MCA. Where any such individual has a compelling justification for his/her non-attendance, then they shall be given the opportunity to participate in the hearing before the Commissioner by telephone or video conference (if available). Without prejudice to the Player or Team Official's ability to call and to question such witnesses as may be necessary and/or to be represented by such other person of his/her own choosing pursuant to Article 5.1.7, one of the Captain, Vice-Captain or Team Manager of the Team that the Player or Team Official represents may also attend a hearing before the Commissioner to provide additional support and assistance to the Player or Team Official.
- 5.1.7** Each of the individuals described in Article 5.1.6 (a) and (b) shall have the right (at his/her or its own expense) to be represented at the hearing before the Commissioner by such representative (including legal counsel) of his/her or its own choosing. Where the person lodging the Report is an Umpire or Match Referee that officiated in the Match in question or the League Commissioner, then such person shall be entitled to be represented prior to, and during, the hearing (if he/she considers necessary) by a third party including a lawyer duly authorised to attend by the MCA.
- 5.1.8** The non-attendance of the Player or Team Official or his/her representative at the hearing, after proper notice of the hearing has been provided, shall not prevent the Commissioner from proceeding with the hearing in his/her absence, whether or not any written submissions are made on his/her behalf.
- 5.1.9** At the end of a hearing, where the Commissioner considers that further evidence is necessary or further time is required to consider the evidence that has been presented, he/she shall adjourn the hearing for an appropriate period of time and make such directions as may be necessary.
- 5.1.10** Alternatively, at the end of a hearing:
- 5.1.10.1** brought under Article 4.5.2, then as soon as possible after the conclusion of the hearing (and, if practicable no later than twenty-four (24) hours thereafter), the Commissioner will confirm the Player or Team Official's admission that he/she had committed an offence under this Anti-Racism Code and announce his/her decision in writing, with reasons, setting out: (a) what sanctions, if any, are to be imposed; (b) that any period of suspension shall come into force with immediate effect; and (c) any rights of appeal that may exist pursuant to Article 8;
- 5.1.10.2** brought under Article 4.5.3 (or where the Player or Team Official has failed to respond in a timely fashion to the Notice of Charge):
- (a) the Commissioner shall adjourn the hearing (for a period of no less than ten (10) minutes and no more than two (2) hours), following which

he/she will reconvene the hearing and verbally announce his/her finding as to whether an offence under this Anti-Racism Code has been committed;

- (b) where the Commissioner determines that an offence under this Anti-Racism Code has been committed, the Player or Team Official may request a short adjournment (of no more than thirty (30) minutes) to prepare any submissions that he/she might wish to make in relation to the appropriate sanction that ought to be applied; and
- (c) as soon as possible after the conclusion of the hearing (and, in the absence of unforeseen circumstances, no later than twenty-four (24) hours thereafter), the Commissioner will announce his/her decision in writing, with reasons, setting out: (a) the finding as to whether an offence under this Anti-Racism Code had been committed; (b) what sanctions, if any, are to be imposed; (c) that any period of suspension shall come into force with immediate effect; and (d) any rights of appeal that may exist pursuant to Article 8.

5.1.11 The Commissioner shall have the discretion to announce the substance of his/her decision prior to the issue of the written reasoned decision referred to in Article 5.1.10.

5.1.12 A copy of the written reasoned decision will, as soon as practicable be provided to the Player or Team Official, the Team Manager of the relevant Team and the League Commissioner.

5.1.13 Subject only to the rights of appeal under Article 8, the Commissioner's decision shall be the full, final and complete disposition of the matter and will be binding on all parties.

5.2 Where a Report is filed by more than one of the individuals described in Article 3.1 in relation to the same alleged offence under this Anti-Racism Code, then the Player or Team Official alleged to have committed the offence will only be served with one Notice of Charge in accordance with the procedures set out in Article 4. However, all persons who filed a Report (or, in the case of the League Commissioner (at his/her discretion) his/her representative nominee) in relation to the alleged offence are required to attend the hearing before the Commissioner unless there is a compelling justification for his/her non-attendance, in which case they shall be given the opportunity to participate in the hearing by telephone or video conference (if available).

5.3 Where two or more Players or Team Officials are alleged to have committed offences under this Anti-Racism 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.

5.4 Where a Player or Team Official is alleged to have committed more than one breach of this Anti-Racism Code during, or in relation to, the same Match, then all of the alleged offences may be dealt with at the same hearing.

5.5 Any failure or refusal by any Player or Team Official to provide assistance to a Commissioner in connection with any charge made pursuant to this Anti-Racism Code may constitute a separate

offence (depending upon the seriousness and context of such failure or refusal) under the Code of Conduct.

- 5.6** Where a Commissioner is, or becomes unwilling or unable to hear a case (for example, where he/she finds him/herself in a position of conflict), then the MCA shall have the discretion to appoint another member of the Commission (who shall have had no prior involvement with the case) as a replacement to the Commissioner and all of the remaining procedure will apply accordingly.
- 5.7** MCA will issue a public announcement regarding any decision of the Commissioner made under this Anti-Racism Code, as soon as is reasonably practicable after the decision has been communicated to the parties. The public announcement of the decision may include details of the offences committed under this Anti-Racism Code and of the sanctions imposed, if any. Until such time as a public announcement is published by MCA, all parties and participants in the proceedings shall treat such proceedings as strictly confidential. For the avoidance of doubt, nothing in this Article shall prevent the Commissioner or MCA from publicly confirming the date of the hearing, the offence that is alleged to have been committed and/or the name of the Player or Team Official charged.

ARTICLE 6 STANDARD OF PROOF AND EVIDENCE

- 6.1** Unless otherwise described herein, the standard of proof in all cases brought under this Anti-Racism Code shall be whether the Commissioner is comfortably satisfied, bearing in mind the seriousness of the allegation that is made, that the alleged offence has been committed. This standard of proof in all cases shall be determined on a sliding scale from, at a minimum, a mere balance of probability (for the least serious offences) up to proof beyond a reasonable doubt (for the most serious offences).
- 6.2** The Commissioner shall not be bound by judicial rules governing the admissibility of evidence. Instead, facts relating to any alleged offence under this Anti-Racism Code may be established by any reliable means, including admissions. However, all statements, submissions and/or evidence made, heard or disclosed during any part of any conciliation process pursuant to Article 4.3, shall be so made, heard or disclosed strictly (unless the relevant party agrees) on a 'without prejudice' basis and used for the purposes of the conciliation process only. Accordingly, no such statements, submissions and/or evidence shall be adduced, given or accepted during any disciplinary hearing before the Commissioner without the express consent of the relevant party.
- 6.3** The Commissioner may draw an inference adverse to the Player or Team Official who is asserted to have committed an offence under this Anti-Racism Code based on his/her refusal, without compelling justification, after a request made in a reasonable time in advance of the hearing, to appear at the hearing (either in person or telephonically as directed by the Commissioner) and/or to answer any relevant questions.

ARTICLE 7 SANCTIONS

- 7.1** Where a Commissioner determines that an offence under this Anti-Racism Code has been committed, he/she will be required to impose an appropriate sanction on the Player or Team Official.

- 7.2** In order to determine the appropriate sanction that is to be imposed in each case, the Commissioner must first consider whether the Player or Team Official has previously been found guilty of the same offence under this Anti-Racism Code or any predecessor regulations that may have applied in relation to the League (including the Code of Conduct).
- 7.3** Once the Commissioner has established whether this is a repeat offence, then he/she shall go on to take into account any other factors that he/she deems relevant and appropriate to the mitigation or aggravation of the nature of the offence (including, without limitation, the nature and frequency of any previous offences under this Anti-Racism Code or any predecessor regulations) before determining, in accordance with the following table, what the appropriate sanction(s) should be:

RANGE OF PERMISSIBLE SANCTIONS (FIRST OFFENCE)	RANGE OF PERMISSIBLE SANCTIONS (SECOND OFFENCE)	RANGE OF PERMISSIBLE SANCTIONS (THIRD (OR MORE) OFFENCE)
The imposition of a suspension of between 4 and 8 Matches.	The imposition of a suspension of between 8 Matches and a lifetime in respect of the League.	The imposition of a suspension of between one (1) year and a lifetime in respect of the League.
<p>AND (in all cases)</p> <p>The mandatory requirement to undergo a programme of education/counselling designed to promote the understanding and awareness of issues directly relevant to the offence that the Player or Team Official has been determined to have committed.</p>		

- 7.4** For the avoidance of any doubt:
- 7.4.1** the Commissioner will have no jurisdiction to adjust, reverse or amend the results of any Match;
 - 7.4.2** where a Player or Team Official is found guilty of committing two separate Anti-Racism Code offences that do not relate to the same incident or set of circumstances arising during a Match and is sanctioned separately for each offence, then any sanctions should run cumulatively (and not concurrently);
 - 7.4.3** where a Player or Team Official is found guilty of committing two Anti-Racism Code offences in relation to the same incident or set of circumstances during a Match and is sanctioned separately, then any sanctions imposed should run concurrently (and not cumulatively); and
 - 7.4.4** nothing in this Anti-Racism Code shall permit plea bargaining in relation to any alleged offence committed under this Anti-Racism Code.

- 7.5** Where a Player or Team Official has been suspended for a fixed period of time, he/she may not play, coach or otherwise participate or be involved in any capacity in any Match(es) for any Team or in any matches representing the Team Operator (such as friendly matches or warm-up matches) or League Events which take place during the fixed period of his suspension. Subject to the foregoing he/she may play, coach or otherwise participate or be involved in another capacity in cricket other than (a) Matches or (b) any matches representing the Team Operator.
- 7.6** Where a Player or Team Official has been suspended for a number of Matches, he/she may not play, coach or otherwise participate or be involved in any capacity in any matches representing the Team Operator (such as friendly matches or warm-up matches) or League Events which take place during the period of his/her suspension (from the Suspension Date until the end of the day of the last Match of the suspension). Subject to the foregoing he/she may, subject to any sanction imposed by any other body, play, coach or otherwise participate or be involved in another capacity in cricket other than (a) Matches or (b) any matches representing the Team Operator.
- 7.7** Once any period of suspension has expired, the Player or Team Official will automatically become re-eligible to participate (in the case of a Player) or assist a Player's participation or otherwise be involved (in the case of a Team Official) in Matches and any matches representing the Team Operator (such as friendly matches or warm-up matches) and in League Events provided that he/she has first; (a) completed the official programme of education/counselling to the reasonable satisfaction of the relevant programme organiser or demonstrated that he/she continues to fully participate in such programme; and (b) satisfied, in full, any award of costs made against him by any Appeal Commission pursuant to Article 8.3.5.
- 7.8** In imposing any suspension of any number of Matches on a Player the Commissioner or Appeal Commission shall select the Matches which are the most proximate (i.e. nearest in time) to the Suspension Date. However, where selecting the most proximate Match would result in the suspension being applied in relation to a Match in which the Player would not participate or would, at the Suspension Date, not be likely to participate in each case as a result of the Player being involved in International Duty, then the Commissioner or Appeal Commission shall in imposing the suspension choose the next most proximate Match(es).
- 7.9** If a Match for which a Player or Team Official has been suspended is cancelled, postponed or otherwise abandoned prior to the commencement of such Match (being the bowling of the first ball) then the Match shall not be deemed to have formed part of the suspension and the most proximate next Match shall (subject in the case of the Player to the same exception as in Article 7.8 for any Match in which the Player is unable or is not likely to be able to participate as a result of International Duty) be deemed to be a Match to which the suspension applies. If a Match for which a Player or Team Official is suspended commences (i.e. the first ball is bowled) then that Match shall count as one of the number of Matches which is the subject of the suspension whether such Match is completed or not.
- 7.10** Any suspension of a fixed period of time or for a number of Matches shall commence on the Suspension Date.

ARTICLE 8 APPEALS

- 8.1** Decisions made under this Anti-Racism Code by a Commissioner may be challenged solely by appeal as set out in Article 8. Such decisions shall remain in effect while under appeal unless any Appeal Commission properly convened to hear the appeal orders otherwise.
- 8.2** The only parties who may appeal a decision made under this Anti-Racism Code shall be: (a) the Player or Team Official found guilty of the offence; and (b) the League Commissioner.
- 8.3** Any notice to appeal under this Article must be lodged with the MCA within forty-eight (48) hours of receipt of the written decision of the Commissioner. In all cases, a copy of such notice will also be provided to the Team Manager of the Team Operator to which the Player or Team Official is affiliated. Thereafter, the following will apply:
- 8.3.1** In the absence of circumstances rendering it impractical, within twenty-four (24) hours of receipt of a notice to appeal: (a) the MCA will appoint a member of the Commission (not being the Commissioner who made the decision which is being appealed) to hear the appeal; and (b) the Commissioner will provide a written statement to the MCA setting out any relevant facts (to be copied to the Player or Team Official).
- 8.3.2** The provisions of Articles 5.1.2 to 5.1.12, applicable to proceedings before the Commissioner, 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 Appeal Commission.
- 8.3.3** The Appeal Commission shall hear and determine all issues arising from any matter which is appealed to it pursuant to this Article over again, from the beginning, without being bound in any way by the decision being appealed. For the avoidance of doubt, the Appeal Commission shall have the power to increase or decrease, amend the sanction imposed at first instance or substitute a new decision (or otherwise) provided that any new sanction must be within the permitted range of sanctions set out in the table in Article 7.3.
- 8.3.4** Appeal hearings pursuant to this Article 8 should be completed expeditiously. Save where all parties agree or fairness requires otherwise or in the absence of unforeseen circumstances, the appeal hearing shall be commenced no later than seventy-two (72) hours after the appointment of the Appeal Commission.
- 8.3.5** The Appeal Commission shall have the power to order some or all of the costs of the appeal proceedings (including the costs of holding the hearing, any interpretation costs, the legal and/or travel/accommodation costs of the Appeal Commission and/or any other relevant parties) to be paid by the appealing party if it considers that such party has acted, spuriously, frivolously or otherwise in bad faith.
- 8.3.6** Any decision made by the Appeal Commission under this Article 8, shall be the full, final and complete disposition of the matter and will be binding on all parties.

ARTICLE 9 RECOGNITION OF DECISIONS

- 9.1** Any hearing results or other final adjudications under this Anti-Racism Code shall be recognised and respected by MCA and the Team Operators automatically upon receipt of notice of the same, without the need for any further formality. Each of MCA, the League Organiser and the Team Operators shall take all steps legally available to it to enforce and give effect to such decisions.
- 9.2** It shall be a condition of participation in the League that all Team Operators shall comply with this Anti-Racism Code.
- 9.3** The MCA shall, in relation to the exercise of its rights and duties under these League Rules, act through the Governing Council unless (at its discretion) it decides otherwise.
- 9.4** Each Player and Team Official acknowledges and agrees that the Governing Council (and the League Organiser) may require the MCA's approval in relation to the exercise of certain of its/their rights and responsibilities under this Anti-Racism Code and no member of the Governing Council nor the League Organiser shall assume any liability to any Player or Team Official 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.

ARTICLE 10 AMENDMENT AND INTERPRETATION OF THIS ANTI-RACISM CODE

- 10.1** This Anti-Racism Code may be amended from time to time by MCA, with such amendments coming into effect on the date specified by MCA but no such change shall have retrospective effect.
- 10.2** This Anti-Racism Code shall be interpreted as an independent and autonomous text and not by reference to existing law or statutes of any government or other body.
- 10.3** The headings used for the various Articles of this Anti-Racism Code are for the purpose of guidance only and shall not be deemed to be part of the substance of this Anti-Racism Code or to inform or affect in any way the language of the provisions to which they refer.
- 10.4** This Anti-Racism Code shall come into full force and effect on the date referred to at the start of this document (the "**Effective Date**"). It shall not apply retrospectively to matters pending before the Effective Date.
- 10.5** If any Article or provision of this Anti-Racism Code is held invalid, unenforceable or illegal for any reason, this Anti-Racism Code shall remain otherwise in full force apart from such Article or provision which shall be deemed deleted insofar as it is invalid, unenforceable or illegal.
- 10.6** This Anti-Racism Code is governed by and shall be construed in accordance with Indian law. Strictly without prejudice to the provisions of Articles 5 and 8 of this Anti-Racism Code, disputes relating to this Anti-Racism Code shall be submitted to arbitration and conclusively resolved by a single arbitrator appointed by mutual consent or failing which by such process as is laid down in The Arbitration and Conciliation Act 1996. The parties shall share equally the costs, fees and other expenses of the single arbitrator appointed by them in accordance with The Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment then in effect.
- 10.7** The venue for arbitration shall be Mumbai and the arbitration shall be conducted in the English language.

- 10.8** The decision of the arbitrator shall be in writing and shall be final and binding upon the parties. Each party shall bear its own lawyers' fees and charges and shall pay an equal share of the costs and expenses of such arbitration, subject always to the final award of the arbitrator as to costs.
- 10.9** Each of the parties hereby acknowledges and agrees that its failure to participate in arbitration proceedings in any respect or to comply with any request, order or direction of the arbitrator, shall not preclude the arbitrator proceeding with such arbitration and/or making a valid final award.

APPENDIX 1 – DEFINITIONS

Accreditation. The accreditation provided by the League Organiser to persons by which such persons become entitled inter alia to access to all Match venues of the League.

Appeal Commission. The person appointed by MCA from the members of the Commission, to perform the functions assigned to the Appeal Commission under this Anti-Racism Code.

BCCI. The Board of Control for Cricket in India.

Code of Conduct. The League’s Code of Conduct for Players and Team Officials, as amended from time to time.

Commission. The commission to be established by MCA, amongst other things, to provide enquiries, investigations and rulings in relation to matters brought to its attention pursuant to this Anti-Racism Code.

Commissioner. The person appointed by MCA from the Commission, to perform the functions assigned to the Commissioner under this Anti-Racism Code.

Conciliator. An expert, trained in mediation and, where possible, with specialist expertise in the area of race relations (or such other expertise as may be relevant to the nature of any alleged offence), who is appointed by the MCA to perform the functions assigned to the Conciliator under this Anti-Racism Code.

Effective Date. As defined in Article 10.4.

Governing Council means the group of people from time to time comprising the sub-committee 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. The International Cricket Council.

International Duty. The participation by the Player in (i) any officially recognised International Test Match, One Day International or International Twenty20 match involving the Indian senior national men's cricket team representing the Player's home country; or (ii) any tour or ICC tournament involving such cricket team which includes such international matches; or (iii) any short training camp which the Player is required to attend by the BCCI which occurs shortly before and by way of preparation for any such officially recognised international cricket match or any such tour or ICC Tournament or (iv) any other matches or commitments for the BCCI in or with which the Player is obliged to comply.

League. The Twenty20 cricket league (known at the date of adoption of this Anti-Racism Code as the T20 Mumbai League which has been sanctioned by MCA and established by the League Operator.

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

League Event. Any event or function taking place in relation to the League which is designated by MCA or the League Organiser as an official event or function including, without limitation, any opening ceremonies/concerts, closing ceremonies, opening dinners, closing dinners, press conferences, interviews, press launches, receptions, award dinners or ceremonies, promotional events and development clinics.

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 Referee. The person appointed by MCA or the League Organiser (or any other relevant party) as the official match referee for a Match, whether such Match Referee carries out his/her functions remotely or otherwise. Where a Match Referee is not physically present at a particular Match, he/she may be assisted in the administrative performance of his/her duties under this Anti-Racism Code by any official 'Match Manager' who may be appointed to officiate at such Match.

Match. Any cricket match (including any part or aspect thereof) in the League including for the avoidance of doubt the Play-Offs.

Notice of Charge. As defined in Article 4.4.

Player. Any cricketer who is selected to represent a Team Operator in any Match or who forms part of such Team Operator's squad of players.

Play-Off Match. The matches which take place at the end of the Season to determine the winner, runner-up and third and fourth placed team in the League.

Report. As defined in Article 3.1.

Season. In each year the period of time during which the League shall take place.

Suspension Date. The date on which a decision is made to suspend a Player or Team Official under this Anti-Racism Code.

Team. Any team participating in the League from time to time which shall include those persons named as fielding substitutes.

Team Captain or Vice Captain. The official captain or vice-captain of any Team participating in a Match.

Team Manager. The official manager of any team participating in a Match.

Team Official means any person who (a) has been provided 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-Racism 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. Any umpire (including a third or other umpires) appointed to officiate in a Match.