

THE PCB CODE OF ETHICS

Effective Date: 26 June 2020

For information regarding the PCB Code of Ethics, please contact:

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ARTICLE 1: PURPOSE, SCOPE AND APPLICATION

1.1 Introduction

- 1.1.1 Cricket is renowned for strong ethical values of fair play and sportsmanship and the Pakistan Cricket Board (PCB) aspires to the highest ethical standards in its governance and administration of the sport. This is essential to safeguard the integrity and the reputation of cricket, to maintain confidence in the PCB as the custodian of the sport in Pakistan, and to allow it to secure the long-term health and vitality of cricket at all levels. The PCB has therefore adopted this Code of Ethics for *Officials* (the ***Code of Ethics***), establishing clear ethical standards to govern the activities and regulate the conduct of persons directing and supporting the PCB as the national governing body of cricket and to enhance the reputation of the PCB; foster public confidence in the PCB and its administration of cricket; and to strengthen its authority to deal with corruption and unethical behaviour. The *Code of Ethics* shall be read and understood as the minimum standard of acceptable conduct.
- 1.1.2 The *Code of Ethics* will come into full force and effect on 26 June 2020 (the ***Effective Date***) and will supersede all previous versions of the *Code of Ethics* as from that date. The *Code of Ethics* may be amended from time to time by the *Board*.
- 1.1.3 Conduct prohibited under this *Code of Ethics* may also amount to a criminal offence and/or a breach of other applicable laws or regulations, including employment laws in Pakistan. This *Code of Ethics* is intended not to replace such laws and regulations, but to supplement them with further rules of professional conduct for those involved in the governance and administration of cricket, in order to achieve the objectives set out in Article 1.1.1. It is to be interpreted and applied accordingly, without prejudice to the application of such other laws and regulations.
- 1.1.4 For the avoidance of doubt, this *Code of Ethics* shall not replace or in any way affect or alter the PCB's ability to pursue appropriate disciplinary action against *Staff Members* under the terms of any employment or consultancy contract with such *Staff Member* and/or pursuant to any of the PCB's employment policies in force from time to time, including, without limitation, the PCB Human Resource Manual. Where conduct prohibited under this *Code of Ethics* also amounts to a breach of the terms of a *Staff Member's* employment or consultancy arrangement with the PCB, the PCB shall be entitled, at its absolute discretion, to elect only to pursue disciplinary action against such *Staff Member* pursuant to the applicable employment or consultancy contract and there shall be no requirement on the PCB to have first instituted, or to subsequently institute, any action under this *Code of Ethics*.
- 1.1.5 Unless otherwise indicated, references below to Articles and Appendices are to articles and appendices of this *Code of Ethics*, and references to the male gender encompass the female gender. Words or terms appearing in italics are defined terms that have the meanings set out in Appendix 1.

1.2 Individuals bound by the *Code of Ethics*

1.2.1 The following individuals (each, an **Official**) are deemed to have agreed to (a) be bound by and required to comply with this *Code of Ethics*, (b) familiarise themselves with all of the requirements of this *Code of Ethics*, including what constitutes a violation of the *Code of Ethics*, (c) submit to the jurisdiction of the *Ethics Officer*, the relevant *Disciplinary Committee*, and the *Appellate Authority*, in relation to its enforcement, and (d) not to bring any proceedings in any court or other forum till the foregoing fora have not been exhausted:

1.2.1.1 each person serving as a member of the Board of Governors of the PCB, including for the avoidance of any doubt, the PCB Chairman and PCB *Chief Executive* as may be appointed from time to time (each, a **BOG Member**);

1.2.1.2 each person serving as a member of a committee or working group of the PCB, including BOG Committees, and each person appointed to represent the PCB on any committee or working group or in any similar role (each, a **Committee Member**);

1.2.1.3 each person employed (whether full-time, part-time, permanently, for a fixed- term or temporarily) as defined under Clause 1.9 of the PCB Human Resource Manual, or otherwise functioning as a member of the staff of, the PCB (each, a **Staff Member**);

1.2.1.4 each of the following persons to the extent that he has any dealings or interactions of any kind with the PCB as a representative of a *Cricket Association* (a **CA Representative**): directors and/or persons employed (whether full-time, part-time, permanently or for a fixed-term or temporarily), or is part of the Management Committee or General Body of the *Cricket Association*; and

For the avoidance of doubt, this Code of Ethics shall not apply to officers or employees of the PCB's commercial partners. However, all such commercial partners are encouraged to put in place similar codes or policies based on similar principles and rules as contained in this Code of Ethics, to be binding upon all such individuals in their dealings with the PCB.

1.2.1.5 any other persons who agree in writing at the request of the PCB to be bound by this *Code of Ethics*.

1.2.2 *BOG Members, Committee Members and Staff Members* shall be bound by and required to comply with this *Code of Ethics*: (a) whenever they are acting in their capacity as such; and (b) at any other time where their conduct at such times reflects upon the PCB or could otherwise undermine the objectives underlying this *Code of Ethics*.

1.2.3 *CA Representatives* shall be bound by and required to comply with this *Code of Ethics* at all times when they are dealing or interacting in any way with the PCB.

- 1.2.3 Each *Official* must sign an acknowledgement that he is bound by and required to comply with this *Code of Ethics*. However, he shall be so bound whether or not he is asked to sign such acknowledgement and whether or not he signs the acknowledgment if asked.
- 1.2.4 *Officials* shall cease to be bound by this *Code of Ethics* as of the date that they cease to perform the role and/or to conduct the activities that originally qualified them as an *Official*, save that they will remain subject to the *Code of Ethics* (including, for the avoidance of doubt, its provisions on sanctions and confidentiality) and to the jurisdiction of the *Ethics Officer*, the relevant *Disciplinary Committee*, and the *Appellate Authority* hereunder in respect of matters occurring prior to that date.

1.3 Enforcement at *Cricket Association* level

- 1.3.1 Each *Cricket Association* shall adopt a regional-level code of ethics to govern the ethical behaviour of individuals directing and supporting it in its role as national governing body for the sport of cricket, to take effect within the limits of its territorial jurisdiction.
- 1.3.2 Where the same conduct could be pursued as a breach of this *Code of Ethics* or a breach of a *Cricket Association's* code of ethics (if applicable), the *Ethics Officer*, in his sole discretion, shall determine whether the matter should be pursued by the relevant *Cricket Association* under its own code of ethics (for example, where the matter relates to a purely Cricket Association matter), or by the *Ethics Officer* under this *Code of Ethics* (for example, where the matter has national implications including, by way of example, where it involves *Officials* from one or more *Cricket Associations*) after considering the relevant circumstances surrounding the alleged breach.
- 1.3.3 Each *Cricket Association* must recognise, respect and give effect within its national jurisdiction to all decisions made in applying and enforcing this *Code of Ethics*.

ARTICLE 2: OBLIGATIONS

2.1 General duties

- 2.1.1 In addition to complying with all applicable laws and regulations, an *Official* must conduct himself honestly, fairly, impartially and in accordance with the highest ethical standards of integrity and transparency. He must avoid any conduct that is inconsistent with or which undermines in any way the objectives of this *Code of Ethics*. He must avoid acts or omissions that give the appearance of impropriety, or that denigrate the PCB, or that bring (or have the potential to bring) the *PCB* and/or the sport of cricket into disrepute.
- 2.1.2 An *Official* must not do anything that may intimidate, offend, insult, humiliate or discriminate against anyone on the basis of race, sex, gender, national or

ethnic origin, religion, culture, colour, sexual orientation, or otherwise. No *Official* may engage in unlawful conduct.

2.1.3 Safeguarding the dignity of the individual is fundamental. All forms of harassment (whether physical, verbal, mental, sexual or otherwise) are prohibited.

2.1.4 An *Official* must not abuse his position as an *Official* in any way, especially for private aims or objectives. He must use the resources of the PCB only for lawful and ethical purposes authorised by the *Board* or the *Chief Executive*, and not for any unauthorised purpose(s). An *Official* may only claim reimbursement from the PCB for expenses properly and reasonably incurred in the course of his PCB duties / activities.

2.1.5 An *Official* must:

2.1.5.1 report to the *Ethics Officer* without delay all knowledge concerning any approach or invitation received by the *Official* to engage in conduct that would amount to a breach of this *Code of Ethics*;

2.1.5.2 report to the *Ethics Officer* without delay all knowledge concerning any incident, fact or matter that comes to the attention of the *Official* that may evidence a potential breach of this *Code of Ethics*; and

Note: All Officials have a continuing obligation to report any new incident, fact, or matter covered by Article 2.1.5.1 or 2.1.5.2 to the Ethics Officer, even if the Official has already reported his prior knowledge.

2.1.5.3 cooperate fully with all investigations carried out by the *Ethics Officer* in relation to possible breaches by himself and/or others of the *Code of Ethics* (including, without limitation, by providing any information and/or documentation requested by the *Ethics Officer* as part of that investigation).

2.2 Loyalty (avoiding conflicts of interest)

2.2.1 An *Official* must not use his position or his activities with the PCB to advance his personal interests or those of any relative, friend or acquaintance (whether arising directly or through a related third party).

2.2.2 Without prejudice to Article 2.2.1, each *BOG Member*, *Committee Member* and *Staff Member* owes a duty of care and loyalty to the PCB. This means he must make decisions (including as to how to cast a vote on a specific resolution) based solely on his independent judgement, in good faith and with the care an ordinarily prudent person in a similar position would exercise under the given circumstances, of what is in the best interests of the PCB and the sport of cricket as a whole, in relation to the issue at hand. He must not be influenced by any other factors, and he must not seek to advance any conflicting interests, such as (without limitation) the interests of a third party (such as a governmental or political body) (an ‘institutional’ conflict of interest) or his own personal interests (a ‘personal’ conflict of interest). He

must avoid any situation that could lead to any actual or apparent conflict of such interests.

2.2.2.1 Specifically in relation to ‘institutional’ conflicts of interest:

2.2.2.2 A *BOG Member, Committee Member* or *Staff Member* must not promote the interests of any particular stakeholder (such as a *Cricket Association* or a group of *Cricket Associations*), or of any third party (such as a governmental or political body), where doing so would conflict with his overriding duty to act in the best interests of the PCB and the sport of cricket as a whole.

Note: It is acknowledged that BOG Members and Committee Members may owe duties to third parties. For example, an individual nominated by a Cricket Association for appointment to the PCB Board may also owe duties to that Cricket Association (e.g., because he is a member of that Cricket Association). However, in such circumstances, the nominee BOG Member owes the same fiduciary duties to the PCB as any other BOG Member.

In particular: (a) those duties are owed to the PCB and its members as a whole (and not to any individual stakeholder); and (b) while the BOG Member may take into account the interests of the Cricket Association that nominated him where these are consistent with, and advance, the best interests of the PCB and the sport as a whole, where those interests conflict, he must, whenever acting as a BOG Member, give priority to, and act in, the interests of the PCB and the sport of cricket as a whole. Furthermore, (c) the BOG Member must exercise independent judgment in carrying out his duties as a member of PCB’s Board of Governors. Accordingly, while the BOG Member may consult his nominator and take its views and interests into account in deciding how to exercise his powers, he cannot accept direction by his nominator as to how to vote.

2.2.2.3 A *BOG Member, Committee Member* or *Staff Member* must not do anything or allow anything to be done that would undermine the duty of care and loyalty that each *BOG Member, Committee Member* and *Staff Member* owes to the PCB. In particular, he must not use undue influence or allow himself to be unduly influenced so as to compromise that duty of undivided loyalty.

2.2.2.4 A *BOG Member* must disclose to the *Board* any matter that may reasonably be construed as impacting or potentially impacting upon decision-making at PCB *Board* level (e.g., a principal sponsorship agreement or financial support given for a *Cricket* or *City Cricket Association* or where an *Independent Member* receives similar financial support from another stakeholder), and must provide such further information in relation thereto as the PCB *Chairman* may request, so that there is due transparency and its effects are understood.

2.2.2.5 Each *Official* must ensure that all PCB assets and services are applied only in furtherance of, and in accordance with, the PCB's objectives and not for any other purpose other than official PCB business.

2.2.3 Declaration of interest(s):

2.2.4.1 Where a *BOG Member*, *Committee Member* or *Staff Member* has or may have an actual, apparent or potential conflict of interest in respect of his duties owed to the PCB, he must disclose the conflict to the *Ethics Officer* without delay (and, where possible, make such disclosure prior to his election or appointment (as applicable) to the position of *BOG Member*, *Committee Member* or *Staff Member*), or, if such conflict arises during a meeting, he must disclose the conflict to the Chair of the relevant meeting. The declaration shall be in the form annexed at Appendix 2 (as amended by the PCB from time to time). Thereafter, and subject at all times to the power under Article 2.2.4.2 of the *Ethics Officer*, or Chair of the relevant meeting, as applicable, he must:

- a. excuse himself from any formal/official discussions relating to the conflict;
- b. abstain from voting (and/or from seeking to influence the vote) on any matter relating to the conflict; and
- c. refrain from taking any other part in the handling of the conflict or of the matter to which the conflict relates.

Note: Circumstances in which such an actual, apparent or potential conflict of interest may arise include (but are not limited to) the following: (a) material and direct personal involvement with sponsors, franchisees, commercial partners suppliers, contractors, venue-operators, broadcasters of the PCB, including ownership of a material interest in such an entity, acting in any capacity for such an entity, or accepting benefits (e.g., payments, commissions, services or loans) from such an entity; (b) ownership of property affected by PCB action or acquired as a result of confidential information obtained from the PCB; (c) commercial interests that may have an effect on, or be affected by, PCB action; (d) outside employment that may place the BOG Member or Staff Member in a position of conflict in respect of his duties to the PCB; and (e) outside involvement in civic, professional or political organisations that may create the perception of improper and unauthorised divulging of confidential information.

2.2.4.2 If at any time following the filing of his declaration there occurs any material change in the information contained in the declaration, the *Official* shall file a supplementary declaration describing such changes as soon as reasonably practicable.

2.2.4.3 Where there is an actual, apparent or potential conflict (whether noted by virtue of a formal disclosure or otherwise), the *Ethics Officer* (or the Chair of the relevant meeting, as applicable) shall:

- a. advise all relevant persons of the conflict, including the Ethics Officer (if the disclosure is made to the Chair of the relevant meeting);
- b. cause the conflict to be recorded in a centrally-held register (and, where applicable, in the minutes of the relevant meeting);
- c. set appropriate safeguards to seek to manage the actual, apparent or potential conflict; and
- d. have the authority to waive, where considered appropriate, some or all of the requirements of Article 2.2.4.1, provided that any such waiver shall also be recorded in the centrally-held register (and, where applicable, in the minutes of the relevant meeting).

Note: No waiver shall be granted where the BOG Member has a personal financial interest in the outcome of the matter being considered.

2.3 Confidentiality

2.3.1 Subject to the provisions of Article 2.3.2, an *Official* must not disclose to any third party (whether for personal gain or otherwise) any facts, data and/or information disclosed to him in confidence as a result of his PCB duties / activities, save where (1) required by law; or (2) the BOG (in case of *BOG Members*) or the PCB Management (in case of *Committee Members* or *Staff Members*) agrees to such disclosure in writing, in advance; or (3) that information is already in the public domain (other than by reason of his breach of this clause). Any such information must not be used for personal gain, advantage or benefit, nor should it be retrieved or exploited maliciously with an aim to damage the reputation of the PCB or any other person or *Official* individually involved.

Note: This duty of confidentiality applies (without limitation) to agendas and accompanying papers for meetings, the content of discussions during meetings, and the minutes of meetings.

2.3.2 Unless otherwise directed by the PCB *Chairman*, in order that the relevant information can be considered by the relevant people within their respective Cricket Associations (where applicable), *BOG Members*, *Committee Members* and *CA Representatives* are entitled to discuss PCB *Board* matters, *Committee* matters and any other relevant PCB matter with representatives of their own *Cricket Association*. However, *BOG Members*, *Committee Members* and *CA Representatives* must notify such persons that the information is confidential and must use their best endeavours to ensure that the information is not shared with any third parties who are not part of their respective *Cricket Associations*.

2.3.3 This duty of confidentiality shall continue indefinitely or until such time that such information comes into the public domain, other than by breach of confidentiality obligation or until an *Official* required, by law, to disclose such information.

2.4 Integrity (bribery, gifts and hospitality)

2.4.1 Bribery:

2.4.1.1 An *Official* must not offer any bribe, payment, commission, gift, donation, kickback, facilitation payment, or other inducement or incentive (whether monetary or otherwise) in order to influence actions or decision-making in relation to any matter involving the PCB. He must disclose any request that he receives for such inducement or incentive to the *Ethics Officer* without delay.

2.4.1.2 An *Official* may not accept any bribe, payment, commission, gift, donation, kickback, facilitation payment, or other inducement or incentive (whether monetary or otherwise) that is offered, promised or sent to him to influence his actions or decisions in relation to any matter involving the PCB (including, without limitation, in relation to *Events* and PCB commercial activities). He must disclose his knowledge of all such matters to the *Ethics Officer* without delay.

2.4.2 Gifts and hospitality:

2.4.2.1 The PCB recognises that *Cricket Associations*, service providers and other stakeholders might from time to time offer gifts and hospitality to *Officials*. An *Official* should never accept benefits of any kind from a third party that compromise (or might reasonably be thought to compromise) his personal judgment or integrity. In this context, perception is as important as reality. The fundamental principle is that no *Official* should do anything that might give the impression that he has been or might be influenced by a gift or hospitality or other consideration to show bias for or against any person or organisation or making judgment in relation thereof while carrying out official duties for the PCB.

2.4.2.2 In deciding whether a gift or hospitality can be accepted, *Officials* should consider whether it:

2.4.2.2.1 is likely to help business effectiveness;

2.4.2.2.2 places any obligation or perceived obligation on the recipient;

2.4.2.2.3 is frequent, lavish or prolonged;

2.4.2.2.4 is connected with any decision affecting the PCB or the individual offering it;

2.4.2.2.5 can be justified; and

2.4.2.2.6 provides benefits to the PCB that outweigh the risk of possible misperception of hospitality.

2.4.2.3 Without limiting the generality of Article 2.4.1:

2.4.2.3.1 an *Official* must not accept any gift, hospitality or other benefit that is intended or may reasonably be construed as being intended to influence the *Official* to make decisions other than in the best interests of the PCB;

Note: Particular care must be taken in relation to gifts offered by suppliers, other commercial partners and interested parties to influence decisions relating to the awarding of PCB commercial contracts, particularly for media rights, events and sponsorship.

2.4.2.3.2 an *Official* may never accept any cash gift (in any form or quantum);

2.4.2.3.3 an *Official* must not offer or accept any gift, payment or other benefit (whether of a monetary value or otherwise) in circumstances that a reasonable person might consider could bring him, or the sport of cricket, into disrepute; and

2.4.2.3.4 subject always to the foregoing, an *Official* may offer and accept reasonable, proportionate and *bona fide* corporate gifts and hospitality, solely as a mark of respect or friendship and do not influence or appear to influence the recipient in the discharge of their official duties, PROVIDED THAT any such gifts or hospitality (or other benefits) that are worth more than PKR 25,000 (or the equivalent in any other currency), must be disclosed to, and recorded and approved by the *Ethics Officer* (or, if not approved by the *Ethics Officer*, withdrawn or returned, as applicable). The declaration shall be in the form annexed at Appendix 3 (as amended by the PCB from time to time).

2.5 Match-related integrity

2.5.1 The PCB, through the *Anti-Corruption Code*, seeks to prevent corrupt betting practices from undermining the integrity of the sport of cricket. In particular, but without limitation, the following types of offences are prohibited under the *Anti-Corruption Code*:

2.5.1.1 Corruption (pursuant to Article 2.1 of the *Anti-Corruption Code*);

2.5.1.2 Betting on *Domestic Matches* or *PCB Events* (pursuant to Article 2.2 of the *Anti-Corruption Code*);

- 2.5.1.3 Misuse of Inside Information (as such term is defined in the *Anti-Corruption Code*) for betting purposes (pursuant to Article 2.3 of the *Anti-Corruption Code*);
 - 2.5.1.4 Giving or providing to any Participant any gift, payment, hospitality or other benefit (whether of a monetary value or otherwise) either (a) for the purpose of procuring any breach of the *Anti-Corruption Code*, or (b) in circumstances that could bring him/her or the sport of cricket into disrepute (pursuant to Article 2.4.1 of the *Anti-Corruption Code*);
 - 2.5.1.5 Failing to disclose to the ACU full details of:
 - (a) Any gift, payment, hospitality or other benefit that (a) the Participant knew or should have known was given to him/her to procure any breach of the *Anti-Corruption Code* or (b) that was made or given in circumstances that could bring the Participant or the sport of cricket into disrepute (pursuant to Article 2.4.2 of the *Anti-Corruption Code*);
 - (b) Any approaches or invitations to engage in conduct that would amount to a breach of the *Anti-Corruption Code* (pursuant to Article 2.4.4 of the *Anti-Corruption Code*); or
 - (c) Any incident, fact or matter that may evidence an offence under the *Anti-Corruption Code* by a third party (pursuant to Article 2.4.5 of the *Anti-Corruption Code*).
 - 2.5.1.6 Failing or refusing, without compelling justification, to cooperate with:
 - (a) Any ACU investigation in relation to possible Corrupt Conduct under the *Anti-Corruption Code* (pursuant to Article 2.4.6 of the *Anti-Corruption Code*); or
 - (b) Any proceedings brought against any Participant under the *Anti-Corruption Code* (pursuant to Article 2.4.8 of the *Anti-Corruption Code*).
 - 2.5.1.7 Obstructing or delaying any investigation that may be carried out by the ACU in relation to possible Corrupt Conduct under the *Anti-Corruption Code* (pursuant to Article 2.4.7 of the *Anti-Corruption Code*); and
 - 2.5.1.8 Soliciting, inducing, enticing, instructing, persuading, encouraging or facilitating any Participant (as such terms are defined in the *Anti-Corruption Code*) to commit any of the above offences.
- 2.5.2 All *Officials* are automatically bound by and are required to comply with all of the provisions of the *Anti-Corruption Code*, and the definition of ‘Participant’ contained in the *Anti-Corruption Code* is therefore extended to include all *Officials*. In particular, every *Official*, shall, pursuant to his

appointment(s), be deemed to have agreed:

- 2.5.2.1 not to engage in Corrupt Conduct (as such term is defined in the *Anti-Corruption Code*) in respect of any Domestic Match, wherever it is held and whether or not he/she is personally participating or involved in any way with it;
 - 2.5.2.2 for purposes of applicable data protection and other laws and for all other purposes, to have consented to the collection, processing, disclosure and use of information relating to himself and his activities, including personal information relating to himself and his activities, to the extent expressly permitted under the terms of the *Anti-Corruption Code*, and shall confirm such agreement in writing upon demand;
 - 2.5.2.3 that it is his personal responsibility to familiarise himself with all of the requirements of the *Anti-Corruption Code*, including what conduct constitutes an offence under the *Anti-Corruption Code*, and to comply with those requirements;
 - 2.5.2.4 to submit to the authority of the PCB (including as this may be delegated to any member of the *ACU*) to adopt, apply, monitor and enforce the *Anti-Corruption Code*;
 - 2.5.2.5 to submit to the exclusive jurisdiction of any *Anti-Corruption Tribunal* convened under the *Anti-Corruption Code* to hear and determine charges brought by the PCB and/or related issues under the *Anti-Corruption Code*;
 - 2.5.2.6 to submit to the exclusive jurisdiction of any Independent Adjudicator or *CAS* panel convened under the *Anti-Corruption Code* to hear and determine appeals made pursuant to the *Anti-Corruption Code*; and
 - 2.5.2.7 not to bring any proceedings in any court or other forum before exhausting the jurisdiction of the *Anti-Corruption Tribunal*, the *Independent Adjudicator* and the *CAS*.
- 2.5.3 For the avoidance of any doubt, neither the *Ethics Officer*, the relevant *Disciplinary Committee* nor the *Appellate Authority* shall have any power, authority or jurisdiction over any *Official* in relation to any alleged act of misconduct which falls within the ambit of the *Anti-Corruption Code*.

2.6 Relationships with *Betting Entities*

- 2.6.1 An *Official* may not have a business association (whether direct or indirect) or enter into any business arrangement (whether formal or informal) with any *Betting Entity* who has interests in gambling or any other form of financial speculation on the outcome of any sporting event anywhere in the world if such association or arrangement involves the payment of any monies to or by, or the conferring of any benefit(s) or advantage(s) upon or by, the *Official*, either directly or indirectly, as a result of such association or arrangement unless such association or arrangement is disclosed to, and recorded and approved by, the *Ethics Officer*.

Note: The Ethics Officer in exercising his discretion as to whether to agree to an association or arrangement with a Betting Entity will take into account any matter he determines to be appropriate including, but not limited to, whether that Betting Entity is involved in the sport of cricket. His approval will be dependent upon the nature of the particular association, and the circumstances of the business of the Betting Entity. An Official will not be in breach of the Code of Ethics if he is employed by, or has a business association with, a parent company which has a betting business as a subsidiary company (or betting is a business interest of any subsidiary company), provided that he can show that he has no direct involvement with the subsidiary and that he derives no direct or indirect benefit from the subsidiary unless that parent company's business also involves betting.

2.6.2 It is not permitted, and an *Official* shall be in breach of this Code if, any member of the *Official's* immediate family (being a spouse, parent, sibling, son or daughter, or son or daughter-in-law) has a controlling interest in a *Betting Entity*, a substantial relationship with a *Betting Entity*, or is employed in the day-to-day operational control of a *Betting Entity*.

2.6.3 Articles 2.6.1 and 2.6.2 above shall apply to business associations with gambling entities *mutatis mutandis*.

2.7 General provisions:

2.7.1 An *Official* who authorises, causes, knowingly assists, encourages, aids, abets, covers up or is otherwise complicit in any breach of the *Code of Ethics* by another *Official* will be treated as having committed such breach himself.

ARTICLE 3: ENFORCEMENT

3.1 Implementation

3.1.1 All *Officials* are expected to use good judgment, protect the spirit of cricket and abide by the Code of Ethics. Any violation may expose the *Official* and/or the PCB, to civil and criminal liability and may harm their reputation and therefore their ability to achieve their mission.

3.1.2 Each *Official* has the obligation not only to abide by the Code of Ethics, but also to report violations of the Code of Ethics when they become aware of them.

3.1.3 This Code serves as a framework to guide ethical conduct, but by no means covers every situation. If *Officials* are unclear about the requirements of this Code of Ethics, they should consult the *Ethics Officer / PCB Chief Executive*. *Officials* have a responsibility to ask questions if they have doubts about a situation or proposed course of action.

3.2 Ethical Risk Assessment

- 3.2.1 The *PCB Risk Management Committee* shall, at least once every two years, commission an ethical risk assessment to be carried out on its behalf in order to identify those commercial arrangements and individuals that are most susceptible to inappropriate influence in the PCB's decision-making process. The *PCB Risk Management Committee*, together with the *Ethics Officer*, shall consider the results of the ethical risk assessment together and determine whether any revisions need to be made to this *Code of Ethics* or any other PCB policy, protocol or document.

3.3 The *Ethics Officer*

- 3.3.1 The *Ethics Officer* will report to the *PCB Board* (through the *PCB Risk Management Committee* once constituted) or Management (as applicable) and will attend at least one *PCB Board* meeting per year for that purpose.

- 3.3.2 The *Ethics Officer* will exercise all of the powers and carry out all of the functions ascribed to the *Ethics Officer* under this *Code of Ethics*. Without limitation:

3.3.2.1 He will be responsible (supported, as necessary, by the PCB's legal department) for developing risk-based policies and procedures to support the *Code of Ethics* (including training and communications), for advising *Officials* on the proper interpretation and application of the *Code of Ethics*, and for the reporting and monitoring of compliance with the *Code of Ethics*.

3.3.2.2 Any allegation or suspicion of a breach of the *Code of Ethics*, whatever its source, shall be referred to the *Ethics Officer*. Whether acting of his own accord or on referral by any third party, the *Ethics Officer* will be responsible (supported, as necessary, by the PCB's Legal Department) for conducting investigations into the activities of any *Official* that he believes may have committed an offence under this *Code of Ethics*. Such investigations may be conducted in conjunction with, and/or information obtained in such investigations may be shared with relevant authorities (including criminal, administrative, professional and/or judicial authorities). All *Officials* must cooperate fully with such investigations and a failure to do so may be treated as a breach of this Article 3.2.3.2. Where the *Ethics Officer* determines that there is a case to answer, he shall be responsible for referring that case to the relevant *Disciplinary Committee*.

3.3.2.3 Where the *Ethics Officer* believes the circumstances so warrant, he may require, by way of a written demand to any *Official* (a **Demand**), the *Official* to provide him with any information that is reasonably related to a potential breach of this *Code of Ethics*, including (without limitation) (a) copies of, or access to, all documents, electronic files and/or other records relating to the alleged breach (such as itemised telephone records, bank statements, Internet search records, computers, hard drives and other electronic information storage devices); (b) a written statement setting out in detail all of the facts and circumstances of which the *Official* is aware in relation to the potential

breach; and/or attendance of such *Official* at an interview. Once any such Demand has been issued, and subject to any applicable principles of national law, the *Official* shall cooperate fully with such Demand, including by furnishing such information within such reasonable period of time as may be determined by the *Ethics Officer*. Where appropriate, the *Official* may seek an extension of such deadline by providing the *Ethics Officer* 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 *Ethics Officer*, acting reasonably at all times. Any interview shall be at a time and place to be determined by the *Ethics Officer* and the *Official* shall be given reasonable notice in writing of the requirement to attend. Interviews may be recorded and/or transcribed and the *Official* shall be entitled to have legal counsel and an interpreter present. The *Ethics Officer* will use such information only for purposes of enforcement of this *Code of Ethics* and will keep it strictly confidential, save to the extent disclosure is necessary for such enforcement, is expressly permitted under this *Code of Ethics*, or is required by law.

Note: For the avoidance of doubt, the Ethics Officer shall be entitled to issue a Demand whenever he considers it necessary including, without limitation, during his initial investigation of an alleged or suspected breach of the Code of Ethics, or at any point after a Notice of Charge has been issued. All Officials shall be under an on-going duty to cooperate fully with any Demands issued by the Ethics Officer.

3.3.2.4 If the *Ethics Officer* believes that the incident(s) in question could involve a criminal offence, he may report it to the appropriate authorities. He may then conduct his own investigation in conjunction with those authorities, and/or he may share information obtained in such investigation with them. He shall have discretion, where he deems it appropriate, to stay his own investigation pending the outcome of investigations being conducted by other relevant authorities.

3.3.3 In the event an *Official* admits to committing a breach of this *Code of Ethics*, the *Ethics Officer* shall refer the matter to the PCB Chairman who may dispose of the matter by way of agreed outcome.

3.4 The Disciplinary Committee

3.4.1 Violations by BOG Members:

3.4.1.1 Any violation of this Code may be reported through a complaint in writing to the Chairman PCB either by a member of the Governing Board or by the PCB *Chief Executive*, which may be referred by Chairman PCB to a disciplinary committee comprising:

- a) one member from the PCB's panel of adjudicators; and
- b) one member of the Governing Board to be nominated by the Chairman PCB.

3.4.1.2 In the disciplinary proceedings principles of natural justice shall be followed with fairness being the minimum standard. The said proceedings shall be conducted in camera and the *BOG Member* against whom the complaint has been lodged, shall appear in person and will be allowed to lead evidence in his/her defence and will also have access to all incriminating material against him.

3.4.1.3 During the proceedings of the *Disciplinary Committee* such *BOG Member* shall be not allowed to attend meetings of the Governing Board or any other committee meeting of PCB.

3.4.1.4 The *Disciplinary Committee* shall decide the complaint, preferably within two weeks and in any event no later than four weeks, of taking cognizance of the matter and shall be empowered to:

- a) either dismiss the Complaint;
- b) recommend suspension of the *BOG Member* from the Governing Board for a period up to six (06) months; or
- c) recommend removal from the Governing Board,

depending upon the seriousness of the breach.

3.4.1.5 The outcome of the disciplinary proceedings with reasons shall be forwarded to the Governing Board for implementation.

3.4.2 Violations by *Committee Members*:

3.4.2.1 Where the *Ethics Officer* considers there exists an alleged breach of the *Code of Ethics* by a *Committee Member*, the *Ethics Officer* will refer the matter to the *Disciplinary Committee* comprising the *Chief Executive* (as chair), the Chair of the *PCB Risk Management Committee* and/or the Chair of the *PCB Audit Committee* (or such other individual(s) as the *PCB Chairman* may decide in his absolute discretion), and which shall hear and determine the matter in accordance with such fair and proper process as may be determined by the chair of the *Disciplinary Committee*.

3.4.3 Violations by *Staff Members*:

3.4.3.1 In case of a violation of this *Code of Ethics* by a *Staff Member*, the *Ethics Officer* shall refer the matter to the *PCB Executive Director HR* who shall undertake proceedings in accordance with the applicable employee service regulations i.e. Clause 5.9 of the *PCB Human Resource Manual*, depending on the severity of the alleged breach.

3.4.4 Final decisions of the relevant *Disciplinary Committee* may be appealed to the *Appellate Authority*, by the relevant *Official* who was the subject of the decision under this Article 3.4. Where required by the *Appellate Authority* 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. The decision of the *Appellate Authority* on such matter shall be final.

3.5 The Appellate Authority

3.5.1 Decisions against *BOG Members*:

3.5.1.1 Against the decision of the Governing Board made pursuant to Article 3.4.1.5, an appeal shall lie under Clause 37(6) of the PCB Constitution which shall be heard by at least two adjudicators nominated by the BOG.

3.5.2 Decisions against *Committee Members*:

3.5.2.1 A decision made pursuant to Article 3.4.2 above may be appealed against in accordance with Clause 37 of the PCB Constitution.

3.5.3 Decisions against *Staff Members*:

3.5.3.1 An appeal against a decision made by the Executive Director HR pursuant to Article 3.4.3 above may be addressed to the PCB Chief Operating Officer for reconsideration. If allowed, such appeal may be heard by the PCB Chairman or by a *BOG Member* nominated by the Chairman.

3.5.4 The appointed members will be independent of the parties and must not have had any prior involvement in the case. The PCB may provide reasonable compensation and reimbursement of expenses to such members in respect of their work as the *Appellate Authority*.

3.5.5 The standard of proof in all cases will be determined on a sliding scale from, at a minimum, a mere balance of probability (for the least serious breaches) up to proof beyond a reasonable doubt (for the most serious breaches).

3.5.6 The procedure to be followed in proceedings under this *Code of Ethics* shall be in accordance with the PCB Constitution and principles of natural justice.

3.6 General Provisions

3.6.1 Any costs incurred by the *Ethics Officer*, the relevant *Disciplinary Committee* and/or the *Appellate Authority* in the execution of his/its duties and responsibilities under the terms of this *Code of Ethics* shall, subject to any final award of costs issued by the *Appellate Authority*, be borne by the PCB.

ARTICLE 4: SANCTIONS FOR BREACH

4.1 Any one or more of the following sanctions may be imposed for a proven breach of the *Code of Ethics*:

- 4.1.1 a warning as to future conduct (i.e., a reminder of the substance of the provision of the *Code of Ethics* that has been infringed, together with a threat of sanction in the event of further infringement);
 - 4.1.2 a reprimand (i.e., an official written pronouncement of disapproval);
 - 4.1.3 a fine (of an unlimited amount) and/or an order of reimbursement or restitution;
 - 4.1.4 forfeiture of any individual awards or benefits (whether financial or otherwise) received as a consequence of the conduct that gave rise to the offence or is related thereto;
 - 4.1.5 removal from office;
 - 4.1.6 suspension from carrying out activities on behalf of the PCB for a specified period; and/or
 - 4.1.7 such other sanction(s) as may be deemed appropriate.
- 4.2 The sanction(s) to be imposed in a particular case shall be determined by reference to all of the relevant circumstances of that case, including an assessment of the seriousness of the breach, and any mitigating or aggravating factors that may be present (including the *Official's* prior record).
- 4.3 The *Official* may seek mitigation of sanction on the basis that he has provided *Substantial Assistance* to the PCB (provided that the extent of the mitigation will depend mainly on the extent to which the *Substantial Assistance* enabled the PCB or other relevant authority to establish other breaches of this *Code of Ethics*).
- 4.4 Where deemed appropriate, the implementation of all or part of any sanction(s) imposed may be suspended for so long as specified conditions are satisfied.

ARTICLE 5: REINSTATEMENT

- 5.1 An *Official* who is serving a period of suspension for breach of this *Code of Ethics* may apply to the *Ethics Officer* for early reinstatement of his eligibility on the basis of new mitigating circumstances, such as his provision of *Substantial Assistance* after the decision imposing the original period of suspension. The *Ethics Officer* shall consider such an application and make appropriate recommendations to the PCB *Board* or Management (as applicable) as to whether or not to grant such early reinstatement.
- 5.2 In any event, even if his period of suspension has expired, an *Official* may not participate in any manner or capacity in any PCB *Event* (or otherwise act as or have any dealings with the PCB as an *Official*) until he has paid in full and fine and/or costs that he is ordered to pay under this *Code of Ethics* unless the PCB (in its absolute discretion) waives such amounts or agrees (and the *Official* complies with the terms of) an instalment plan for the payment of such amounts.

ARTICLE 6: MUTUAL RECOGNITION

- 6.1 Decisions made by the *Ethics Officer*, the *Disciplinary Committee*, and the *Appellate Authority* will be applicable nationwide and must be recognised, respected and given effect by the PCB and all *Cricket Associations* within their jurisdictions automatically upon receipt of notice of the same, without the need for any further formality.
- 6.2 It shall be mandatory that all *Cricket Associations* shall comply with this *Code of Ethics*.

ARTICLE 7: INTERPRETATION

- 7.1 The headings used in this *Code of Ethics* are for the purpose of guidance only. They do not affect the meaning of the *Code of Ethics*.
- 7.2 The commentary notes annotating Articles in this *Code of Ethics* are to be used in the interpretation and application of this *Code of Ethics*.
- 7.3 Any deviation from any provision of this *Code of Ethics* and/or any irregularity, omission, technicality or other defect in the procedures followed hereunder will not invalidate any finding, procedure or decision unless it is shown to have rendered the proceedings unreliable or to have caused a miscarriage of justice.
- 7.4 Any lacuna in this *Code of Ethics* shall be filled, and any unforeseen circumstances arising in relation to the *Code of Ethics* shall be addressed by reference to, and in a manner consistent with, the objectives underlying the *Code of Ethics*.
- 7.5 If part of this *Code of Ethics* is ruled to be invalid, unenforceable or illegal for any reason, that part will be deemed deleted, and the rest of the *Code of Ethics* will remain in full force and effect.
- 7.6 This *Code of Ethics* is governed by Pakistani law. If any dispute arises that relates in any way to the interpretation or application of this *Code of Ethics*, the PCB Chairman shall have exclusive jurisdiction to resolve it.

APPENDIX 1: DEFINITIONS

ACU or Anti-Corruption Unit. The department within the PCB mandated, amongst other things, to monitor compliance with and investigate potential breaches of the *Anti-Corruption Code*.

Anti-Corruption Tribunal. A panel of three persons appointed to perform the functions assigned to the *Anti-Corruption Tribunal* under the *Anti-Corruption Code*.

Anti-Corruption Code. The PCB's Anti-Corruption Code for Participants, as amended from time to time.

Appellate Authority. The panel appointed to adjudicate an appeal under this Code of Ethics pursuant to Article 3.5.

Betting Entity. Any person or company or other undertaking (a) that promotes, brokers, arranges or conducts any form of *Betting* activity in relation to *Matches* or PCB Events or that has interests in *Betting* on the outcome of any sporting event anywhere in the world; or (b) that is, in the opinion of the PCB Board, perceived as being connected in any way with *Betting* of any kind.

BOG Member. As defined in Article 1.2.1.1.

CA Representative. As defined in Article 1.2.1.4.

Code of Ethics. This *Code of Ethics*, as amended from time to time.

Committee Member: As defined in Article 1.2.1.2.

Cricket Association. A regional entity which is a member of or is recognised by the PCB as the entity governing the sport of cricket in a particular territorial jurisdiction.

Disciplinary Committee. The relevant committee established pursuant to Article 3.4.

Domestic Match. Any 'First-Class Match', 'List A Limited Overs Match' or 'List A Twenty20 Match' or any other *Match* organised or sanctioned by the PCB from time to time or such other match to which the PCB deems it appropriate that the *Code of Ethics* should apply.

Effective Date. As defined in Article 1.1.2.

Ethics Officer. The Secretary to the Board of Governors (in case of BOG Members) and a representative from the PCB Legal Department (in case of Committee Members/Staff Members) pursuant to Article 3.2.

Human Resource Manual. The human resource policies and procedures manual of the PCB, as amended from time to time.

Match. A cricket match of any format and duration in length in which two cricket teams compete against each other, including domestic and international Matches.

Official. As defined in Article 1.2.1.

PCB. Pakistan Cricket Board, or its designee.

PCB Audit Committee. The audit committee of the PCB appointed pursuant to Clause 40 of the PCB Constitution.

PCB Board or BOG or Governing Board. The board of governors of the PCB.

PCB Chairman. The person elected by the PCB Board from time to time to act in that role, or any person appointed to act as his designee at that time.

PCB Chief Executive. The person appointed by the PCB from time to time to act in that role, or any person appointed to act as his designee at that time.

PCB Constitution. The constitutive document of the PCB issued by the Federal Government of Pakistan vide SRO No. 1045(I)/2019 dated 19th August 2019, as amended from time to time.

PCB Event. Any competition, tournament, tour, Match or any other event organised or sanctioned by the PCB from time to time and such other event to which the PCB deems it appropriate that the *Code of Ethics* should apply.

PCB Risk Management Committee. The risk management committee of the PCB appointed pursuant to Clause 43 of the PCB Constitution.

Staff Member. As defined in Article 1.2.1.3.

Substantial Assistance. To qualify as Substantial Assistance for the purposes of Article 4.3, an *Official* must: (a) fully disclose to the PCB (or the *Ethics Officer*) all truthful, accurate and complete information of which the *Official* has knowledge in relation to potential breaches of this *Code of Ethics*; and (b) provide full cooperation with the investigation and adjudication (whether by the PCB/*Ethics Officer* or by any other body, including a criminal or regulatory body) of any case related to that information, including (without limitation) by presenting truthful testimony at a hearing if requested to do so.

APPENDIX 2:
CONFLICT OF INTEREST
DECLARATION FORM

[Please complete this Declaration and submit to the Ethics Officer at ethics@pcb.com.pk. The information submitted by you will be used to assess whether the declared interests constitute an appreciable real, potential or apparent conflict of interest. Information disclosed on this Form may be made available to persons outside of the PCB only when the objectivity of your PCB duties has been questioned such that the PCB Chairman considers disclosure to be in the best interests of the PCB, and then only after consultation with you.]

DECLARATION

I, the undersigned, **DECLARE** as follows:

1. I have read, understood and agree to be bound by and comply with the PCB Code of Ethics (as amended from time to time).
2. I **do not** have **nor do I presently anticipate having** any conflict of interest, actual, apparent or potential, other than as set out in this declaration.
3. I agree to make immediate disclosure of any material change to the declaration contained in this declaration.
4. I agree to make immediate disclosure of any additional actual, apparent or potential conflict of interest which arises subsequent to the preparation of this declaration by way of a separate declaration.
5. I agree to be bound by any decisions taken by relevant authorities under the PCB Code of Ethics.

Name (print in full):

Address:
.....
.....

Position:

Questionnaire

Note: For the purposes of this Form, ‘affiliated persons’ shall mean (i) your spouse, child (including grandchild), parent or sibling; (ii) any corporation or organization of which you are a board member, director, partner, officer, employee, debt holder or beneficial owner of any equity; and (iii) any trust or other estate in which you have a substantial beneficial interest or as to which you serve as a trustee or in a similar capacity.

a) Have you or any of your affiliated persons provided services or property to the PCB in the past year?

Yes No

If Yes, please describe the nature of the services or property and if an affiliated person is involved, the identity of the affiliated person and your relationship with such affiliated person:

.....
.....
.....
.....

b) Please indicate whether you or any of your affiliated persons had any direct or indirect interest in any business transaction(s) in the past year to which the PCB was or is a party?

Yes No

If Yes, describe the transaction(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with such affiliated person:

.....
.....
.....
.....

c) In the past year, did you or any of your affiliated persons receive, or become entitled to receive, directly or indirectly, any personal benefits from the PCB or as a result of your relationship with the PCB, that in the aggregate could be valued in excess of PKR 25,000, that were not or will not be compensated directly in relation to your duties at the PCB?

Yes No

If Yes, please described the benefit(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with such affiliated person:

.....
.....
.....
.....

d) Are you or any of your affiliated persons a party to or have an interest in any pending legal proceedings involving the PCB?

Yes No

If Yes, please described the proceeding(s) and if an affiliated person is involved, the identity

of the affiliated person and your relationship with such affiliated person:

.....

e) Are you aware of any other events, transactions, arrangements or other situations that have occurred or may occur in the future that you believe should be examined by the PCB Board or a relevant Committee constituted for such purpose in accordance with the terms of the PCB Code of Ethics?

Yes No

If Yes, please described the situation(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with such affiliated person:

.....

Additional Details to assess conflict of interest (existing and/or potential)

<p style="text-align: center;">Category</p>	<p style="text-align: center;"><i>Please provide details of the interest (including type, nature, dates, extent and whether it applies to yourself or where appropriate, an affiliated person).</i></p>
<p>Directorships and business interests held in addition to the PCB.</p> <p>In case of Staff Members: Business interests of your affiliated person(s) if they are in any manner linked to cricket or with anyone who is a supplier of goods and services to the PCB.</p>	
<p>Current employment and any previous employment in which you continue to have a financial interest.</p>	
<p>In case of Staff and Committee Members: Employment and/or Consultancies apart from PCB (where applicable)</p>	

Appointments (voluntary or otherwise) e.g. trusteeships, local authority memberships etc.	
Membership of any professional bodies, special interest groups or support organisations.	
Investments in unlisted companies, partnerships and other forms of business, major shareholdings and beneficial interests.	
Gifts of hospitality offered to you by external bodies and whether these were declined or accepted.	
Any contractual relationship with the PCB, the PSL Franchises and/or any commercial partner of the PCB.	
Any other interests not covered by the above which could give rise to a conflict of interest.	

The above information is complete, true and correct to the best of my knowledge and belief. I undertake to update the information provided as necessary and to review the accuracy of the same on an annual basis. I give my consent for the above information to be used for the purposes of the PCB Code of Ethics and for no other purpose.

Date:

Signature:.....

**APPENDIX 3: GIFT/HOSPITALITY DECLARATION
FORM**

[This form is to be completed and submitted to the Ethics Officer at ethics@pcb.com.pk by all Officials on a quarterly basis. In case there is nothing to declare, a NIL return should be submitted.]

- Requesting permission to keep or receive a gift / hospitality**
- Reporting a gift / hospitality already received**

Note: Relevant box to be ticked as applicable and details below to be filled in accordingly.

Details of person making disclosure	Name: Email: Designation: Department:
Name of ultimate recipient (i.e. yourself or a member of your immediate family if gift or hospitality passed on to someone else)	
Date of offer / receipt of gift or hospitality	
Details of gift or hospitality offered / provided	
Estimated cost/value of gift or hospitality offered / provided	
Who made the offer including name and company they work for	
Relationship of donor to PCB	
Nature of relationship of gift-giver to recipient (including personal or professional)	
Why was the gift or hospitality offered / given?	

<p>Is there a current/potential contract with the donor?</p>	<p>If yes, provide details:</p> <p>If not, please confirm the following:</p> <p><input type="checkbox"/> <i>I confirm that in the giving or receiving of this gift I have no conflict of interest or potential conflict of interest.</i></p>
<p>Has donor ever given a gift or hospitality to the recipient before? If yes, provide details.</p>	
<p>Signature of disclosee</p>	<p>Signed:</p> <p>Date:</p>
<p><i>For official use by Ethics Officer only</i></p>	<p>(Authorised / Accepted / Declined)</p>