

AS APPROVED EXECUTIVE BOARD  
MEETING – AUCKLAND MARCH 2004  
13CA2E1

# Members' Agreement

Between

ICC Full Members

relating to

Future Tours Programme

**Simmons & Simmons**

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**THIS AGREEMENT** is dated

and made

**BETWEEN:**

- (1) **CRICKET AUSTRALIA**, (“Australia”), whose address is at 60 Jolimont Street, Jolimont, Victoria 3002, Australia;
- (2) **BANGLADESH CRICKET BOARD**, (“Bangladesh”), whose address is at Bangabandhu National Stadium, Dhaka 1000, Bangladesh;
- (3) **ENGLAND AND WALES CRICKET BOARD LIMITED**, (“England and Wales”), whose address is Lord's Cricket Ground, London, NW8 8QZ, England ;
- (4) **BOARD OF CONTROL FOR CRICKET IN INDIA**, (“India”), whose address is at ‘Prasham’, 7<sup>th</sup> Floor, Kasturba Marg, Near Dharam Cinema, Rajkota 360001, India;
- (5) **NEW ZEALAND CRICKET BOARD**, (“New Zealand”), whose address is PO Box 958, 164 Hereford Street, Christchurch, New Zealand;
- (6) **PAKISTAN CRICKET BOARD**, (“Pakistan”), whose address is Gaddafi Stadium, Ferozepur Road, Lahore, 54600, Pakistan;
- (7) **UNITED CRICKET BOARD OF SOUTH AFRICA**, (“South Africa”), whose address is Wanderers Club, North Street, Illovo, PO Box 55009, Northlands 2116, South Africa;
- (8) **SRI LANKA CRICKET**, (“Sri Lanka”), whose address is 35 Maitland Place, Colombo 7, Sri Lanka;
- (9) **WEST INDIES CRICKET BOARD**, (“West Indies”), whose address is Factory Road, PO Box 616W, Woods Centre, St John’s, Antigua ; and
- (10) **ZIMBABWE CRICKET**, (“Zimbabwe”), Harare Sports Club, Josiah Tongogara Avenue, 5th Street, PO Box 2739, Harare, Zimbabwe.

**Background:**

- (A) At its board meeting in Kuala Lumpur in October 2001, the ICC (as defined below and of which all parties are full members), agreed the form of its Future Tours Programme (as defined below) and a number of related matters including (inter alia) concerning tour content and compensation for non-compliance.
- (B) The parties wish to bind themselves to the Future Tours Programme and the related provisions as set out in this Agreement

In consideration of the mutual promises and undertakings herein **THE PARTIES AGREE** as follows:-

1. **Definitions**

In this Agreement, where the context admits:

**“Acceptable Non-Compliance”** means Non-Compliance of any Party which falls within the parameters set out in clause 9.

“Budgeted Net-Profit” means, in respect of any Tour, the net profit (if any) which a Party has reasonably projected that it will realise (and which it is able to support with relevant evidence if required) in relation to the same – including (where relevant) revenue and/or costs arising from TV/other media rights, gate revenues and unrecoverable costs.

“Compliant Party” means, in respect of any Tour in which it is scheduled to compete, a party that fulfils its commitments in accordance with the Future Tour Programme and any relevant Tour Format Agreement save only to any extent that it is prevented from so doing due to its scheduled opponent for such Tour being a Non-Compliant party and “Compliance” shall be construed accordingly.

“Consultant” means an organisation internationally recognised as expert in safety and security matters or other circumstances of Force Majeure capable of giving rise to Acceptable Non-Compliance pursuant to clause 9.1 (e.g. in the case of life-threatening illness, an organisation internationally recognised as expert in medical/health matters) appointed to report on safety and such matters or circumstances in connection with any Tour as provided herein and “Consultant’s Report” shall be construed accordingly.

“Disputes Committee” means a committee established pursuant to the ICC Disputes Procedure to resolve disputes.

“Force Majeure” means any circumstances not within the reasonable control of the party concerned including, without limitation:

- (A) storm, flood, earthquake, subsidence, life-threatening illness (epidemic or otherwise) or other natural physical disaster.
- (B) any civil commotion or disorder, riot, invasion, war, threat of or preparation for war or terrorist action;
- (C) any accident, fire, or explosion, (other than in each case, one caused by a breach of contract by or assistance of the party concerned);
- (D) any action taken by a governmental or public authority of any kind, including, without limitation, not granting a consent, exemption, approval or clearance or imposing any restriction or prohibition;
- (E) any strike, lockout or other industrial action;

“Future Tours Programme” means the programme of Test Match and ODI Match tours to take place between ICC full members during the period from May 2001 to April 2011 adopted by ICC at its board meeting in Kuala Lumpur in October 2001, which is contained in schedule 1 and as the same may be revised and updated from time to time as provided herein.

“Host” means, in respect of any Tour, the party scheduled to host such Tour.

“ICC” means the International Cricket Council, a company registered in British Virgin Islands and having its registered office at Craigmuir Chambers, PO Box 71, Road Town, Tortola, BVI.

“ICC Disputes Procedure” means the disputes resolution procedure set up under the auspices of ICC.

“ICC ODI Team Rankings” means the official team ranking system for ODI Matches operated by ICC from time to time.

“ICC Test Championship” means the official team ranking system operated by ICC for Test cricket from time to time.

“IDI” means ICC Development (International) Limited a company registered in the British Virgin Islands and having its registered office at PO Box 3161, Road Town, Tortola British Virgin Islands.

“Non-Compliance” means, in respect of any Tour, failure by any party to fulfil such commitments as it has to compete in such Tour fully in accordance with the Future Tour Programme and any relevant Tour Format Agreement and “Non-Compliant” shall be construed accordingly.

“ODI Match” shall bear the meaning ascribed to it in the ICC Code of Conduct from time to time.

“Pair of Tours” means where any two parties make Tours to each other: for example, party A is a Visitor to party B and party B is subsequently a Visitor to party A;

“Test Match” shall bear the meaning ascribed to it in the ICC Code of Conduct from time to time and “Test” shall be construed accordingly.

“Tour” means any tour within the Future Tours Programme.

“Tour Format” means, in respect of any Tour, the content/format of such Tour (including, in particular, the number, type and timing of Test Matches and/or ODI Matches within the Tour) which is to comply with clause 4.3.

“Tour Format Agreement” means, in respect of any one or more Tours, any agreement between the Host and Visitor detailing the Tour Format which those parties have agreed upon for such Tour in accordance with Clause 4.2.

“Visitor” means, in respect of any Tour, the party scheduled to participate in such Tour as the visiting team.

## 2. **Interpretation**

### 2.1 **Joint and several liability**

All warranties, representations, indemnities, covenants, agreements and obligations given or entered into by more than one person in this Agreement are given or entered into severally.

### 2.2 **Headings**

The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.

### 2.3 **Schedules**

Each of the schedules shall have effect as if set out in this Agreement.

3. **Commencement and duration**

This Agreement shall be deemed to have come into force on 1 May 2001 and, subject to earlier termination pursuant to clause 11, shall continue in force until the last Tour in the Future Tours Programme has been concluded and there are no outstanding unresolved issues involving any party (either under this Agreement or any Tour Format Agreement) relating to Compliance in respect of any Tour.

4. **Commitment to Future Tours Programme**

4.1 The parties agree (subject only to Acceptable Non Compliance):

- (A) to undertake each of the applicable Tours set out in the Future Tours Programme, fully in accordance with the indicated timings and venues for the same as set out in the Future Tours Programme and detailed in any relevant Tour Format Agreement; and
- (B) that none of them will arrange or participate in any Test Match or ODI Match (or any tour or series including either) with another member during such period as that member is a Non-Compliant party (see definition of Non-Compliance). Such period being the actual period over which the prescribed Tour was scheduled to have taken place.

4.2 The parties agree in respect of each Tour to use their best endeavours to conclude a Tour Format Agreement with each other (as appropriate) detailing the Tour Format by no later than four months prior to the scheduled start of the Tour concerned and to lodge a copy of such Tour Format Agreement (or an extract detailing the Tour Format) with ICC as soon as reasonably practicable following execution of the same.

4.3 Unless the parties otherwise agree, the content of the Tour Format agreed for each Tour (in accordance with clause 4.4 below) shall be:

- (A) equivalent to or greater than any clear precedent which exists (from earlier tours) for the format of tours between the relevant countries; and
- (B) comprise a minimum of two Test Matches and three ODIs.

In the event that a Tour Format for any Tour is not agreed in accordance with clause 4.4, the Tour Format for such Tour shall be determined by the Disputes Committee, who shall be entitled to use as a determining factor any clear precedent that exists from earlier tours between the relevant countries.

4.4 The Tour Format for each Tour will be agreed between the Host and the Visitor in accordance with the following principles:-

- (A) the Host and Visitor will confirm the length and content of each Tour that is to take place within the period from the date of this Agreement to 29 February 2004 in writing to the ICC by 30 June 2002; and
- (B) the Host and Visitor will confirm the content of each Tour to take place after 1 March 2004, 12 months in advance during February in each year, with the first confirmation of the Tour Format to be in February 2003 for Tours taking place in the period from 1<sup>st</sup> March 2004 to 28<sup>th</sup> February 2005.

- (C) Nothing contained herein shall preclude any parties from concluding binding agreements with each other concerning the format of future tours between those parties further into the future i.e. beyond 28 February 2005, should they wish to do so.

4.5 Tour Format Agreements concluded after the date hereof are to be consistent with this Agreement, in particular (without limitation) with regard to the provisions of this Agreement dealing with Non-Compliance, Acceptable Non-Compliance (including with regard to Force Majeure) and disputes. Tour format agreements in existence at the date hereof are to be amended by the parties to the same so as to make them consistent with this Agreement as if they were new Tour Format Agreements as referred to in this clause. In the event of any inconsistency between this Agreement and the terms of a Tour Format Agreement (regardless of the date on which the same was concluded), the terms of this Agreement will prevail and the parties to all Tour Format Agreements are to provide expressly for the priority of this Agreement over the terms of the Tour Format Agreements in each Tour Format Agreement concluded hereafter or already in existence but amended hereafter as required by this clause.

## 5. **Tour Guarantee System**

5.1 Upon the occurrence of a Pair of Tours, payment shall be made as follows:

- (A) Where both Tours comprise equal numbers of Test Matches and ODIs, no payment shall be made;
- (B) Where one Tour comprises more Test Matches and/or ODIs than the other, the Host of that Tour shall pay to the Visitor the sum of:
- (1) US\$25,000 in respect of each ODI by which that Tour is longer than the other Tour; and
  - (2) US\$62,500 in respect of each Test Match by which that Tour is longer than the other Tour.

*(in May 2003 these figures were reviewed and increased to US\$125,000 for a Test and US\$50,000 for an ODI. In May 2005 the figure was reviewed again and it was agreed that it would remain at US\$125,000 for a Test and US\$50,000 for an ODI until 30<sup>th</sup> April 2007)*

5.2 The sums stated in clauses in 5.1(B)(1) and 5.1(B)(2) above shall be valid until 30 April 2003. In June 2002, the ICC cricket committee management will review such sums and make a recommendation to the Executive Board of the ICC as to any adjustment that should be made to the sums concerned. The Executive Board of the ICC will then determine the sums to apply from May 2003. The sums shall also be reviewed by the ICC cricket committee management on a biennial basis thereafter on 30 June, for implementation of any recommended adjustments of the sums concerned, by determination of the ICC Executive Board, in May of the year following such review, until the expiry of this Agreement.

5.3 Payment under this clause shall be made within 30 days of the end of the second Tour of the pair, provided that in circumstances where the first Tour of a Pair of Tours includes more Test or ODI Matches than the second Tour, the payment shall be made within 30 days of determination of the schedule for the second Tour of the Pair of Tours.

6. **Tour Expenses**

Expenses incurred by the Host and the Visitor in respect of each Tour shall be paid for and, where appropriate, reimbursed, in accordance with the resolution of the Executive Board dated October 2000 attached as Schedule 2.

7. **Non-Compliance**

7.1 The parties recognise that if an event of Non-Compliance by a party to this Agreement occurs, the Compliant party in relation to the affected Tour will suffer loss and damage. Whilst recognising that (having regard to the nature of such loss) it is impossible to quantify such loss comprehensively in financial terms at the date of this Agreement, the parties to this Agreement agree that subject to clause 9 (Acceptable Non-Compliance), the provisions of this clause 7.1 constitute the best attempt by the parties to provide a formula for calculation of the Compliant Party's loss in the following circumstances:-

- (A) in respect of any Tour for which the Host is the Non-Compliant party and irrespective of whether the whole Tour or only a portion thereof is affected, the Non-Compliant party shall pay to the Visitor in respect of such Tour or portion of such tour the sum of US \$2,000,000 (two million US dollars) ("Visitor's Loss");
- (B) in respect of any Tour for which the Visitor is the Non-Compliant party, the Non-Compliant party shall pay to the Host for such Tour, an amount equal to the Host's Budgeted Net-Profit for such Tour or, where only a portion of such Tour is affected, the proportion of such Budgeted Net Profit as relates (pro-rata) to the affected portion of the Tour and subject in either case to a minimum amount payable of US\$2,000,000 (two million dollars) ("Host's Loss"); and
- (C) in respect of any Tour which is affected by Non-Compliance as referred to in clause 4.1(B) above, the Non-Compliant party and the party or parties with whom it arranges or competes in the Test, ODI Match or tour which is outside the Future Tours Programme (leading to Non-Compliance in respect of the Tour concerned) ('the Offending Party') shall each pay to the Compliant party, in respect of the affected Tour, the amounts set out in (A) or (B) above (dependent upon whether the Non-Compliant party is Host or Visitor in respect of that Tour).

7.2 The parties agree that they have a duty when they are Compliant parties (whether as Visitor or Host) to mitigate their loss in respect of any instance of Non-Compliance but (having committed themselves to the Future Tours Programme) acknowledge the difficulty that any Compliant party would face in finding a replacement Visitor or Host (as appropriate) to engage in a replacement tour.

7.3 The amount of liquidated damages due from the Non-Compliant party to the Compliant party as set out in clause 7.1 will (where relevant) be calculated by the Disputes Committee (based where necessary upon information supplied to it by the relevant parties - e.g. as to the Host's unrecoverable costs) and shall be notified to the relevant parties within 14 days of such decision.

7.4 The Non-Compliant party and/or the Offending Party will remit the value of liquidated damages for such Non-Compliance (as notified to it pursuant to clause 7.3) to the Compliant party's bank account (as notified to it from time to time) within 21 days thereafter in full, without deduction, withholding, set-off or counterclaim whatsoever,



except any deduction or withholding which may be required by law in relation to any tax, in which case the payer:

- (A) shall ensure that the amount by which the payment is reduced (the "Required Amount") does not exceed the minimum legally required;
- (B) shall account in full for the Required Amount to the relevant taxation or other competent authority on or before its due date; and
- (C) shall furnish to the payee on or before such date, an official receipt of the relevant taxation or other competent authority for the Required Amount or if such receipts are not issued by the authority concerned, a certificate of deduction or equivalent evidence relating to the Required Amount.

7.5 If any deduction or withholding is required to be made as provided in clause 7.4, the payer shall be obliged to pay to the payee such amount as will, after the deduction or withholding has been made leave the payee with the same amount as it would have been entitled to receive in the absence of such requirement to make a deduction or withholding, provided that if the payee subsequently receives credit for such deduction or withholding then the payee shall pay an amount equal to such credit up to the amount previously paid by the payer under this clause 7.5.

7.6 Where a Non-Compliant party or an Offending Party notified of compensation payable by it fails to pay the same in full as provided in clause 7.4, then such payment may be made to the Compliant party concerned by ICC or IDI out of such monies as may otherwise be or become due to the Non-Compliant party or Offending Party from ICC or IDI whether out of its share of revenues arising out of the ICC Cricket World Cup or other ICC events, or out of monies due to it from ICC or IDI of any other description.

## 8. **ICC Test Championship and ICC ODI Team Rankings**

Subject to clause 9 (Acceptable Non-Compliance), the parties agree that in the event of Non-Compliance in respect of any Tour, the following provisions shall apply in relation to ICC Test Championship and ICC ODI Team Ranking points:

- (A) the Compliant party in respect of the Tour concerned shall be awarded the ranking points it would have received if the result of the unplayed matches was as follows; Won 1, Lost 0, Drawn (no result) 0;
- (B) in respect of Non-Compliance of the kind referred to in clause 4.1(B) above, both the Non-Compliant party and the party with whom it competes in the Test, ODI Match or tour which is outside the Future Tours Programme shall in respect of the ICC Test Championship and the ICC ODI Team Rankings, each receive the ranking points they would have received had they both lost the unplayed matches.

## 9. **Acceptable Non-Compliance**

9.1 Non-Compliance shall be Acceptable Non-Compliance where the Non-Compliance is caused by circumstances of Force Majeure as a result of which Compliance is rendered impossible, illegal, likely to give rise to a serious risk of death or personal injury to the players and/or officials due to take part in the Tour concerned or in respect of which appropriate insurance is unavailable on reasonable terms and, in each case, where there is no action that the party or parties concerned could reasonably take to render

Compliance possible, legal, free of a serious risk of death or personal injury and covered by appropriate insurance as referred to in this clause.

- 9.2 Any party in respect of a Tour (whether Visitor or Host) which is concerned that the players and/or officials due to take part in such Tour would be at serious risk of death or personal injury, or that any of the other circumstances of Force Majeure referred to in clause 9.1 may apply, shall notify the other party in respect of such Tour that they have such concerns at the earliest opportunity and a Consultant (or more than one Consultant if the issues raised require reports from Consultants with expertise in different fields) must then be appointed to review and investigate the safety and security or other issues raised with regard to such Tour by the concerned party and deliver a Consultant's Report in the light of such review and investigations. Any Consultant appointed in relation to safety and security issues is to be appointed from the list of internationally recognised consultants with expertise in safety and security matters maintained by ICC from time to time. The Consultant is to be chosen by agreement between the parties concerned or, if such parties are unable to agree on the identity of the Consultant, then they shall notify the ICC of the position, whereupon the President or Chief Executive of the ICC will appoint a Consultant. The Consultant's costs for conducting the review/investigation and providing its report shall be borne initially by the party which raises the concerns requiring investigation and which would wish to claim Acceptable Non-Compliance.
- 9.3 In the absence of agreement between the parties concerned as to whether the criteria for acceptable Non-Compliance have been fulfilled, the matter shall immediately be referred to be determined by a Disputes Committee appointed pursuant to the ICC Disputes Procedure on the written application of any party to the President of ICC requesting that a Disputes Committee be convened to determine the matter. The onus of proof shall be upon the party or parties claiming Acceptable Non-Compliance. The Disputes Committee shall, with regard to any issue of whether circumstances give rise to Acceptable Non-Compliance, take account of the Consultant's Report produced regarding such circumstances. Where such matter falls to be referred to a Disputes Committee four weeks or less in advance of the commencement of the Tour concerned, then the Disputes Committee is to determine the issue of whether the circumstances give rise to Acceptable Non-Compliance on an expedited basis and, in such circumstances, it may be determined by the chairman of the Code of Conduct Commission, in consultation with the ICC Chief Executive, that (notwithstanding the terms of the ICC Disputes Procedure) the Disputes Committee to deal with the matter in question shall comprise just one person and that the ICC Disputes Procedure to be applied by such Disputes Committee shall be amended mutatis mutandis to take account of such modification. Furthermore, notwithstanding the terms of the ICC Disputes Procedure, the Disputes Committee may decide that the costs and expenses incurred by the Disputes Committee in dealing with the matter concerned should be borne by either or both the parties and similarly the Disputes Committee shall have discretion as to which party shall ultimately bear the Consultant's Costs or whether the same should be shared between the parties and, if so, in what proportions.
- 9.4 In the event of Acceptable Non-Compliance (whether agreed between the parties or as determined by a Disputes Committee) the following shall apply:
- (A) if a Tour, Test Match or ODI Match cannot take place in the Host's country then the possibility of playing it in the Visitor's country should be explored. If this is not possible then a third country of another full or associate member of ICC should be considered to stage the Test Match, ODI Match or the Tour ('third party Host').

- (B) the outcome of any Tour, ODI Match or Test Match held pursuant to clause 9.4(A) above will be included as part of the ICC Test Championship or ODI Team Rankings as the case may be.
  - (C) any Test Match or ODI Match re-scheduled pursuant to clause 9.4(A) may only take place if it does not affect any other scheduled Tour, Test Match or ODI Match that may be taking place at the same time. When re-scheduling involving a third party Host in accordance with clause 9.4, consideration shall be given (without limitation to the generality of the foregoing) to any contractual obligations the third party Host has to its broadcasters for the timing of matches.
  - (D) all parties to this Agreement shall use all reasonable endeavours to assist the party that is affected by an event of Force Majeure to fulfil the Tour Format of the Tour concerned and also to arrange additional Test Matches or ODI Matches to supplement income lost due to such event of Force Majeure.
- 9.5 In any instance of Acceptable Non-Compliance, the relevant parties shall use their best endeavours to attempt to re-schedule the affected Tour, so that it takes place as soon as reasonably possible after its original scheduled date set out in the Future Tours Programme but without conflicting with any other Future Tours fixture. Upon such agreed re-scheduling (and provided the Tour then proceeds in accordance with the same), both parties shall be deemed Compliant and no compensation under clause 7 shall be payable nor shall the provisions of clause 8 regarding ICC Test Championship and/or ODI Team Rankings points apply.
- 9.6 Failing the relevant parties' ability to agree the re-scheduling of a Tour cancelled or affected by Acceptable Non-Compliance, in accordance with clause 9.5, the parties agree that the matter shall immediately be referred to be determined by a Disputes Committee appointed pursuant to the ICC Disputes Procedure on the written application of any party to the President of ICC requesting that a Disputes Committee be convened to determine the matter. The Disputes Committee shall (notwithstanding the terms of the ICC Disputes Procedure) be entitled to co-opt any person or persons onto the Disputes Committee for the purpose of assisting with the re-scheduling of the affected Tour. In particular (but without limitation) ICC personnel such as the ICC General Manager - Cricket may be co-opted onto the Disputes Committee for that purpose. The parties agree that the Disputes Committee shall have power to decide on the re-scheduling of the affected Tour and that such ruling will be final and binding on both the relevant parties (who shall have no further recourse to any other person or body, whether under clause 20 hereof or otherwise) and that the re-scheduled fixture shall thereafter fall within the Future Tours Programme and neither the provisions of clause 7 regarding compensation nor clause 8 regarding ICC Test Championship and/or ODI Team Rankings points shall apply.
- 9.7 If a Tour which is cancelled or affected by Acceptable Non-Compliance is not able to be re-scheduled either by the parties (notwithstanding their compliance with clause 9.5) or by the Disputes Committee pursuant to clause 9.6, then neither the compensation provisions set out in clause 7 nor the provisions relating to allocation of ICC Test Championship and/or ODI Team Rankings points in clause 8 shall be applied to either relevant party. Accordingly no compensation shall be payable from either party to the other and in respect of the ICC Test Championship and the ODI Team Rankings there will be no allocation of points in respect of that Tour.

10. **Confidentiality**

Each party shall treat as strictly confidential and use solely for the purposes contemplated by this Agreement all information concerning any other party, the Future Tours Programme or related matters, obtained or received by it as a result of entering into or performing its obligations under this Agreement and which is not in the public domain (or which has come into the public domain but through the actions of that party) ("confidential information"); and shall not, except with the prior written consent of the party from whom the confidential information was obtained, publish or otherwise disclose to any person any confidential information except for the purposes contemplated by this Agreement; to its professional advisors, officers or employees (in each case on terms that they maintain such confidentiality) or as required by any law, court or other authoritative regulation or body.

11. **Termination**

11.1 This Agreement shall terminate in relation to any individual party immediately upon the happening of any of the following events:

- (A) such party ceasing to be a full member of ICC;
- (B) a petition for an administration order is presented or any step is taken by any person with a view to the administration of that party under Part II of the Insolvency Act 1986 including the passing of any resolution by its directors or shareholders approving the presentation of any such petition;
- (C) any step is taken to enforce security over or a distress, execution or other similar process is levied or served against the whole or a substantial part of the assets or undertaking of the party, including the appointment of a receiver, administrative receiver, manager or similar officer to enforce that security in respect of all or any part of the party's property or undertaking;
- (D) a petition is presented, order made, meeting convened, resolution passed or any step is taken by any person with a view to the winding up (whether solvent or insolvent) of the party, or it ceases or threatens to cease to carry on all or a material part of its business, except for the purpose of and followed by a reconstruction; amalgamation, reorganisation, merger or consolidation (on terms approved by the other parties before that step is taken);
- (E) any event or circumstance occurs which under the law of any relevant jurisdiction has an analogous or equivalent effect to any of the Termination Events listed in clauses 11.1(A) to 11.1(D) inclusive.

11.2 Other than termination as regards any individual party pursuant to Clause 11.1 above, this Agreement shall only otherwise terminate either:

- (A) upon expiry of term set out in clause 3; or
- (B) upon the passing of a resolution by at least 75% of the full members of ICC to that effect.

12. **Consequences of Termination**

Upon termination in accordance with clause 11:

- (A) the rights and obligations of the parties under this Agreement shall terminate and be of no future effect, except that clause 10, this clause 12, and clause 21 shall remain in full force and effect;
- (B) any rights or obligations to which any parties to this Agreement may be entitled or be subject before such termination shall remain in full force and effect;
- (C) termination shall not affect or prejudice any right to compensation pursuant to clause 7 which any party may have and which existed at or before the date of termination.

13. **Entire agreement and variations**

13.1 This Agreement, together with any documents referred to in it (including Tour Format Agreements, as appropriate), constitutes the whole agreement between the parties relating to its subject matter and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.

13.2 No variation of this Agreement shall be effective unless made in writing and signed by each of the parties save that the Future Tours Programme may be revised and updated by ICC from time to time and also, in respect of any Tour, the Tour Format may be amended by agreement between the Host and Visitor Nations for that Tour provided that the Tour Format remains in compliance with the provisions of clause 4 hereof, that any such amendments do not impact on any other Tour and further provided that such amendments are notified to ICC.

14. **Rights etc cumulative and other matters**

14.1 The rights, powers, privileges and remedies provided in this Agreement are cumulative and are not exclusive of any rights, powers, privileges or remedies provided by law or otherwise.

14.2 No failure or delay by any party to this Agreement in exercising any right, power, privilege or remedy under this Agreement shall impair or operate as a waiver thereof in whole or in part.

14.3 No single or partial exercise of any right, power privilege or remedy under this Agreement shall prevent any further or other exercise thereof or the exercise of any other right, power, privilege or remedy.

15. **Further assurance**

At any time after the date hereof each of the parties shall, at the request and cost of another party, execute or procure the execution of such documents and do or procure the doing of such acts and things as the party so requiring may reasonably require for the purpose of giving to the party so requiring the full benefit of all the provisions of this Agreement.

16. **Invalidity**

Each of the provisions of this Agreement is considered reasonable by the parties and necessary for the protection of their legitimate interests, but if any provision of this Agreement shall be held to be illegal, void, invalid or unenforceable under the laws of any jurisdiction:

- (A) the legality, validity and enforceability of the remainder of this Agreement in that jurisdiction shall not be affected, and the legality, validity and enforceability of the whole of this Agreement in any other jurisdiction shall not be affected;
- (B) if any such restriction would be valid and enforceable if some part thereof were deleted, such restriction shall apply with such modification as may be necessary to make it valid and enforceable; and
- (C) without prejudice to clause 16(B), the parties shall negotiate in good faith to replace such void or unenforceable restriction with a valid restriction which, as far as possible, has the same legal and commercial effect as that which it replaces.

17. **Counterparts**

This Agreement shall be executed in as many counterparts as there are parties, which shall together constitute one Agreement. Any party may enter into this Agreement by signing any such counterpart.

18. **Time of the essence**

Save as provided in clauses 9.5 and 9.6, any time, date or period mentioned in this Agreement may be only extended by written agreement between all the parties and otherwise as regards any time, date or period originally fixed or any time, date or period so extended as aforesaid, time shall be of the essence.

19. **Relationship of the parties**

Nothing in this Agreement shall constitute, or be deemed to constitute, a partnership between the parties nor, except as expressly provided, shall it constitute, or be deemed to constitute, any party the agent of any other party for any purpose.

20. **Disputes**

Any dispute arising out of or in connection with this Agreement and any Tour Format Agreement (insofar as the same is affected by the terms of this Agreement), including any question regarding the existence, scope, validity or termination of this Agreement or such Tour Format Agreement or this clause shall be referred to and finally resolved by a Disputes Committee appointed pursuant to the ICC Disputes Procedure.

21. **Governing Law**

This Agreement shall be governed by, and construed in accordance with, English law.

AS WITNESS the hands of the duly authorised representatives of the parties on the date first before written.



## SCHEDULE 1: FUTURE TOURS PROGRAMME

Attached



**SCHEDULE 2: ICC EXECUTIVE BOARD RESOLUTION – OCT 2000**

Signed by )  
)  
For and on behalf of **CRICKET AUSTRALIA** )  
(duly authorised) )

Signed by )  
)  
For and on behalf of **BANGLADESH CRICKET BOARD** )  
(duly authorised) )

Signed by )  
)  
For and on behalf of **ENGLAND AND WALES** )  
**CRICKET BOARD LIMITED** )  
(duly authorised) )

Signed by )  
)  
For and on behalf of **BOARD OF CONTROL FOR** )  
**CRICKET IN INDIA** )  
(duly authorised) )

Signed by )  
)  
For and on behalf of **NEW ZEALAND CRICKET INC.** )  
(duly authorised) )

Signed by )  
)  
For and on behalf of **PAKISTAN CRICKET BOARD** )  
(duly authorised) )

Signed by )  
)  
For and on behalf of **UNITED CRICKET BOARD OF** )  
**SOUTH AFRICA** )  
(duly authorised) )

Signed by )  
)  
For and on behalf of **SRI LANKA CRICKET** )  
(duly authorised) )

Signed by )  
)  
For and on behalf of **WEST INDIES CRICKET BOARD** )  
(duly authorised) )

Signed by )  
)  
For and on behalf of **ZIMBABWE CRICKET** )  
(duly authorised) )