

RECREATIONAL DRUGS POLICY



1. DEFINITIONS

1.1. For the purposes of the RDP:

Competition shall have the meaning given to it under the ECB Regulations Governing the Qualification and Registration of Cricketers (as amended from time to time), as supplemented by second eleven cricket competitions played by Teams, and (with effect from 1 September 2020) the competitions played within the Women's Elite Domestic Structure.

Cricketer means (i) all professional cricketers registered with the ECB by a Team (except in relation to cricketers within the Women's Elite Domestic Structure where it shall only apply to full time (12-hour contracts) contracted professional cricketers); and (ii) all cricketers who remain subject to a sanction under this RDP.

ECB Anti-Doping Manager means the ECB employee appointed from time to time by the ECB in such capacity.

ECB CMO means the appropriately qualified sports physician appointed from time to time by the ECB as its chief medical officer.

ECB Medical Panel means the appropriately qualified sports physicians appointed from time to time by the ECB that work as part of the ECB Medical Panel which supports the England Pathway programs and the ECB CMO.

In-Competition shall have the meaning as defined in the ECB's Anti-Doping Rules.

Marker shall have the meaning as defined in the ECB's Anti-Doping Rules.

Metabolite shall have the meaning as defined in the ECB's Anti-Doping Rules.

Monitoring Testing means the monitoring testing programme, the nature of which is to be determined by the ECB CMO in their absolute discretion, to ensure that the Cricketer has not continued to take any Recreational Substance following a Violation, and which a Cricketer must undertake for a specified period of time following a Violation as a condition of being permitted to return to play for a Team.

Multi Day Match means a match of more than one days' scheduled duration and a **One Day Match** means a match of one days' scheduled duration or less.

Out-of-Competition shall have the meaning as defined in the ECB's Anti-Doping Rules.

Player Contract means the Cricketer's playing contract.

Prohibited Methods shall have the meaning as defined in the ECB's Anti-Doping Rules.

Prohibited Substances shall have the meaning as defined in the ECB's Anti-Doping Rules.

RDP Confidentiality Agreement means the Confidentiality Agreement set out at Schedule 3 to be entered into between the ECB, the relevant Team, and the relevant Team CMO.

Recreational Substances means the substances listed in Schedule 1 along with their Metabolites and Markers.

Sample shall be strands of hair collected from or provided by the Cricketer in accordance with protocols agreed between the ECB and the PCA from time to time and published on the ECB and PCA websites.

Stakeholders means the ECB, the Teams, the PCA and players participating in Competitions.

Team means any senior England men's or women's representative team, First Class County team, teams taking part in competitions within the Women's Elite Domestic Structure, and any other cricket team which plays in any Competition.

Team CMO means the sports physician who is appropriately qualified in accordance with the ECB Science and Medicine audit criteria (other than the ECB CMO) and appointed from time to time by a Team as its chief medical officer (or in an equivalent capacity), as notified in writing to the ECB, who shall have primary responsibility for player welfare at that Team and be the relevant Team contact for the ECB in respect of any Violation committed by a Cricketer contracted (or loaned) to that Team.

Therapeutic Use Exemption shall have the meaning as defined in the ECB's Anti-Doping Rules.

Violation is where there is present in a Cricketer's Sample any Recreational Substance(s).

- 1.2. For the purposes of the RDP, capitalised terms shall have the meanings given to them in paragraph 1.1 above or as otherwise indicated elsewhere in the RDP. In addition, where not expressly listed above or otherwise indicated elsewhere in the RDP, capitalised terms shall have the meanings as defined in the WADA Code or the ECB's rules, regulations and directives (as applicable), including but not limited to the Cricket Discipline Regulations, the Anti-Doping Rules and the Anti-Corruption Code

2. OVERVIEW

- 2.1. The England and Wales Cricket Board (the **ECB**) has adopted the ECB Anti-Doping Rules (the **Anti-Doping Rules**), which are compliant with the World Anti-Doping Agency Code (the **WADA Code**), to ensure the fundamental right of players to participate in a doping free sport and to promote health, fairness and equality for players by adopting an effective anti-doping programme with regard to detection,

deterrence and prevention of doping. Under the WADA Code, mandated by the UK Government, certain illicit substances, which are generally referred to as recreational drugs, are not prohibited for the purposes of Out-of-Competition testing.

- 2.2. Stakeholders are acutely aware of the challenges faced by society in terms of recreational substances and all parties wish to take steps to deter their use in cricket.
 - 2.3. Recognising that recreational substances represent a widespread community problem and a serious health issue for individuals, the RDP seeks to address those issues, in a cricket context, in a balanced and appropriate manner to provide an effective deterrent to the use of such substances.
 - 2.4. The ECB, the PCA and Teams understand that players competing in Competitions have the ability to significantly influence the lives of others including, in particular, young athletes and supporters of cricket.
 - 2.5. Consistent with the philosophy of the ECB in adopting Anti-Doping Rules, the Stakeholders wish to prohibit the use of Recreational Substances Out-of-Competition by the adoption of a policy that embraces and promotes the following values:
 - ethics, fair play and honesty;
 - health and welfare;
 - excellence in performance;
 - character and education;
 - dedication and commitment;
 - respect for rules and laws;
 - respect for self and other participants; and
 - community and solidarity.
 - 2.6. The RDP addresses the problem of the use of Recreational Substances by conducting additional testing over and above that required by the World Anti- Doping Agency and UK Anti-Doping. The RDP combines deterrence, education and rehabilitation of Cricketers with the aim of preventing or stopping the use of Recreational Substances by Cricketers.
 - 2.7. The ECB and the PCA consider that a rehabilitative model of management, including education, counselling, monitoring and treatment is the most appropriate manner of deterring and eradicating the use of Recreational Substances by Cricketers; this is subject to the need to protect Cricketers and cricket in general from repeat offenders by administering appropriate sanctions in cases where education, counselling and treatment has not been an effective response. The ECB and the PCA have sought to put in place a policy that ensures accountability and transparency (in both procedures and outcomes) whilst balancing obligations of confidentiality aimed at ensuring appropriate opportunities for rehabilitation.
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2.8. The objectives of the RDP are therefore to apply a consistent set of procedures that provide:

- education programmes on Recreational Substance use;
- deterrence to Recreational Substance use;
- for treatment and rehabilitation of Cricketers;
- for the protection of the image of cricket and those associated with cricket; and
- for the administration of sanctions where appropriate.

3. APPLICATION OF THE RDP

3.1. The RDP shall apply to all Cricketers.

3.2. By participating in cricket matches sanctioned by the ECB, each Cricketer agrees to be bound by the terms of the RDP. Each Cricketer also agrees to the collection, processing, disclosure and use of his/her personal data, including sensitive personal data regarding any medical conditions, to the extent expressly permitted under the RDP or where such disclosure is necessary for the purposes of operating and enforcing the RDP, including, without limitation, those involved in the education, counselling, testing and treatment of Cricketers, and each Cricketer shall provide written confirmation of this consent upon request. Each Cricketer agrees to the disclosure of such information solely in accordance with the RDP.

3.3. Schedule 1, which may be amended from time to time by agreement between the ECB and the PCA (in which case such changes shall be published on the ECB website), lists the Recreational Substances and classes of Recreational Substances prohibited under the RDP.

3.4. All In-Competition Testing and Out-of-Competition Testing for Prohibited Methods and Prohibited Substances shall continue to be dealt with under the Anti-Doping Rules to the exclusion of the RDP. The RDP applies only to Out-of-Competition testing for Recreational Substances. Any Cricketer involved in the trafficking of Recreational Substances, or any other potential violation of the Anti-Doping Rules as a result of activities involving Recreational Substances, shall be liable to the consequences prescribed or available under the Anti-Doping Rules and/or under any other applicable ECB rules, regulations and directives and/or pursuant to the Player Contract.

4. VIOLATIONS OF THE RDP

- 4.1. Subject to paragraph 7.8, a Cricketer contravenes the RDP where there is a Violation.
- 4.2. Excepting those substances for which a quantitative reporting threshold is specified, the detected presence of any quantity of a Recreational Substance or its Metabolites or Markers in a Cricketer's Sample shall constitute a Violation of the RDP.
- 4.3. A Violation occurs whether or not the Cricketer's use of a Recreational Substance is intentional or whether the Cricketer was negligent or otherwise at fault. It is not a defence to an alleged breach of the RDP for a Cricketer to contend for example:
- an honest and reasonable, but mistaken, belief that a Recreational Substance is not prohibited under the RDP;
 - lack of intention to use a Recreational Substance;
 - inadvertent use of a Recreational Substance; or
 - that the Recreational Substance in question did not enhance the performance of the Cricketer concerned or is otherwise generally not performance enhancing.
- 4.4. A Cricketer who, in the reasonable opinion of the ECB CMO:
- (i) refuses or fails to provide or allow to be collected a Sample as authorised under the RDP;
 - (ii) evades or deliberately attempts to frustrate a Sample collection (including by shaving or cutting very short all hair on their body);
 - (iii) deliberately attempts to substitute or otherwise tamper with a Sample; or (iv) in any other way fails to co-operate during the Sample collection process; shall be deemed to have committed a Violation under the RDP.
- 4.5. Where a Cricketer commits an Anti-Doping Rule Violation under the Anti-Doping Rules that involves a Recreational Substance or its Metabolites or Markers, that Anti-Doping Rule Violation shall count as a previous Violation under the RDP for the purposes of determining whether the appropriate sanction in the event of a subsequent Violation is that relating to a First, Second, Third or Further Violation under paragraph 8 of the RDP. For the avoidance of doubt, the Anti-Doping Rule Violation shall be sanctioned under the Anti-Doping Rules and a Cricketer shall not be sanctioned for the same violation under both the Anti-Doping Rules and the RDP (although a Cricketer may be referred for education, counselling or treatment pursuant to the RDP where the incident has been sanctioned under the Anti-Doping Rules).

5. APPOINTMENT OF AGENTS

- 5.1 The ECB, in consultation with the PCA, shall decide in its absolute discretion which specialist testing agency to use for the purpose of the RDP (the Testing Agent). The Testing Agent, and any change to the Testing Agent, shall be notified on the ECB website.
- 5.2 The ECB, in consultation with the PCA, shall also decide in its absolute discretion which specialist rehabilitation agency to use for the purpose of the RDP (the Rehabilitation Agent). The Rehabilitation Agent, and any change to the Rehabilitation Agent, shall be notified on the ECB website.

6. EDUCATION AND OBLIGATIONS

- 6.1. The ECB shall, in close co-operation with the PCA, ensure that Cricketers are given reasonable opportunities to take part in PCA and/or ECB education programmes regarding Recreational Substances and the RDP.
- 6.2. Cricketers shall be obliged to attend at least one (1) education session provided by the PCA or ECB each year and are required to familiarise themselves with the RDP.

7. TESTING AND RESULTS MANAGEMENT

- 7.1. All Cricketers are liable to be selected for testing and agree to submit to Out-of-Competition testing (without advance notice and at any time or place) by the Testing Agent.
- 7.2. Cricketers are liable to be selected for a maximum of one Sample collection in any three month period pursuant to the RDP, and testing may be targeted or random.
- 7.3. Sampling and testing of Cricketers, including chain of custody procedures, must be conducted substantially in conformity with the procedures set out in Schedule
- 7.4 The ECB CMO shall have absolute discretion to determine whether any sampling or testing irregularities could reasonably be considered to have affected the results of tests such that the test should be invalidated. The types of irregularities which may be considered in the context of this paragraph 7.3 include a break in the chain of custody of the sample, improper sealing of the container(s) in which the sample is stored or failure to request the signature of the Cricketer.
- 7.4. The ECB, a Team or the PCA may at any time request the ECB Anti-Doping Manager to refer a Cricketer for testing, education, counselling and/or treatment. The Cricketer shall be required to undertake education, counselling and/or treatment only if the ECB CMO is satisfied on reasonable grounds that the Cricketer's mental or physical ability to perform their cricket obligations satisfactorily is impaired as a result of Recreational Substances.

- 7.5. A Cricketer may also refer himself/herself to the ECB CMO for testing, education, counselling or treatment at any time.
- 7.6. The ECB Anti-Doping Manager shall be responsible for the supervision and administration of the RDP and shall receive from the Testing Agent the results of any testing conducted pursuant to the RDP. The ECB Anti-Doping Manager shall inform the ECB CMO and (on any anonymised basis) the ECB CEO of all results that evidence a Violation of the RDP. Subject always to applicable data protection and privacy laws, any sensitive personal information obtained pursuant to the RDP may only be disclosed for the purposes of operating and enforcing the RDP.
- 7.7. Where any Violation occurs, the ECB CMO may elect, subject to the prior consent of the Cricketer (such consent not to be unreasonably withheld or delayed), to involve ECB and/or their Team and/or the PCA in any education, counselling and treatment of that Cricketer.
- 7.8. In circumstances where:
- (i) a Cricketer holds a Therapeutic Use Exemption in respect of a particular Recreational Substance; and
 - (ii) the Cricketer establishes to the reasonable satisfaction of the ECB CMO that the Cricketer has not used the Recreational Substance other than in accordance with the conditions (if any) of the Therapeutic Use Exemption, the presence of that Recreational Substance shall not constitute a Violation of the RDP. The ECB CMO retains ultimate discretion to determine whether the relevant Therapeutic Use Exemption applies to negate a possible Violation.
- 7.9. The ECB CMO has the responsibility of sourcing rehabilitation programmes referred to in the RDP and working with the PCA CEO and/or Director of Development and Welfare to develop the best requirements for each individual.
- 7.10. The Team CMO shall, subject strictly to the execution and terms of the RDP Confidentiality Agreement, support the work of the ECB CMO at Team level, including (but not necessarily limited to) in regard to education, counselling and treatment of Cricketers.

8. TREATMENT AND SANCTIONS

First Violation

- 8.1. Where the Cricketer commits a first Violation, the following process and consequences shall apply to that finding:
- (a) the ECB CMO shall confirm with the ECB Anti-Doping Manager, Head of Integrity, Director of Integrity and, for the purposes of administering the fine, the ECB CFO, that a Violation has occurred and the ECB CMO shall notify the Cricketer in writing of this finding; and

- (b) the ECB CMO shall also notify the following people in writing of the Violation:
- (i) where necessary, the Chair of the ECB Regulatory Committee;
 - (ii) the PCA Director of Development & Welfare; and
 - (iii) the Team CMO(s) including, where applicable, the Team CMO at any Team to whom the Cricketer is loaned at the relevant time (subject strictly to their execution of the RDP Confidentiality Agreement); (together those parties notified under this paragraph 8.1(b) being the **First Violation Notified Parties**); and
- (c) the ECB may also disclose to other persons the fact that a Violation has occurred and the Recreational Substance in issue (without disclosing any details to identify the Cricketer unless the Cricketer's consent has been obtained or insofar as necessary for the purposes of paragraphs 8.1(b) to 8.1(i));
- (d) the Cricketer shall be required to attend, by a deadline stipulated by the ECB CMO, a face-to-face meeting with the ECB CMO or a member of the ECB Medical Panel and/or the ECB Anti-Doping Manager, the PCA Director of Development & Welfare and/or any other person specified by the ECB CMO (provided those persons agree to the strictest obligations of confidentiality), for the purpose of determining an appropriate rehabilitation programme involving education, counselling and treatment in respect of Recreational Substances;
- (e) the Cricketer shall be required to pay to the ECB a fine of 5% of their total gross annual basic salary for all of their Team(s) as at the date of the first Violation;
- (f) the Cricketer shall be required to attend an assessment directly with the Rehabilitation Agent to assist in the determination of an appropriate ECB and PCA approved rehabilitation programme;
- (g) the Cricketer shall undertake appropriate Monitoring Testing, to ensure that the Cricketer has not continued to take any Recreational Substance following the first Violation;
- (h) in the event that the Cricketer fails on more than one occasion to attend, properly engage in or complete all Monitoring Testing or other aspects of the assessment process or any ECB and PCA approved rehabilitation programme, the ECB shall have the power to notify the Cricketer's Team's CEO and/or to deem that the Cricketer has committed a further Violation in accordance with paragraph 8.9; and
- (i) where, after the ECB and PCA assessment process following an initial positive test, the ECB or Team CMO (in consultation with the ECB CMO) forms a judgement that the Cricketer's health and well-being are at risk, the ECB or the Team CMO (with the prior written consent of the ECB CMO) may, without compromising principles of medical confidentiality, inform or involve other relevant stakeholders, including the Team CEO, the PCA and appropriate members of the welfare support team at the

Team, as deemed necessary, in order to ensure that appropriate additional welfare provisions can be put in place. In addition, where the ECB or Team CMO (in consultation with the ECB CMO) forms a judgement that the Cricketer's health and well-being are at significant risk, they must inform or involve those other relevant stakeholders for the above purpose. In either circumstance, the Team CEO must only use the information for the purposes of safeguarding the Cricketer's welfare and comply with the obligation under paragraph 8.8.

Second Violation

8.2. Where the Cricketer commits a second Violation, the following process and consequences shall apply to that finding:

- (a) the ECB CMO shall confirm with the ECB Anti-Doping Manager, Head of Integrity, Director of Integrity and, for the purposes of administering the fine, the ECB CFO, that a second Violation has occurred and the ECB CMO shall notify the Cricketer in writing of this finding;
- (b) the ECB CMO shall also notify the following people in writing of the second Violation and the circumstances of the second Violation (including the identity of the Cricketer):
 - (i) the First Violation Notified Parties;
 - (ii) the Cricketer's Team CEO;
 - (iii) in the case of any Cricketer who is centrally contracted to the ECB, the Director of England Cricket or Director of Women's Cricket (as applicable);
 - (iv) the PCA CEO; and (v) the ECB CEO

(all those individuals notified under 8.2(a) and (b), collectively being the Second Violation Notified Parties);

- (c) the Cricketer shall be required to pay to ECB a fine of 10% of their total gross annual basic salary for all of their Team(s) as at the date of the second Violation;
- (d) the Cricketer shall be required to attend, by a deadline stipulated by the ECB CMO, a face-to-face meeting with the ECB CMO or a member of the ECB Medical Panel and/or the ECB Anti-Doping Manager, the PCA Director of Development & Welfare and/or any other person specified by the ECB CMO for the purpose of determining an appropriate rehabilitation programme involving education, counselling and treatment in respect of Recreational Substances;
- (e) the Cricketer shall be required to attend an assessment directly with the Rehabilitation Agent to assist in the determination of an appropriate ECB- approved rehabilitation programme;

- (f) the Cricketer shall undertake appropriate Monitoring Testing, to ensure that the Cricketer has not continued to take any Recreational Substance following the second Violation; and
- (g) in the event that the Cricketer fails on more than one occasion to attend, properly engage in and complete all Monitoring Testing and other aspects of the assessment process and any ECB-approved rehabilitation programme, the ECB shall have the power to notify the Cricketer's Team CEO and/or to deem that the Cricketer has committed a further Violation in accordance with paragraph 8.9;

Third Violation

8.3. Where the Cricketer commits a third Violation, the following process and consequences shall apply to that finding:

- (a) the ECB CMO shall confirm with the ECB Anti-Doping Manager, Head of Integrity, Director of Integrity and, for the purposes of administering the fine, the ECB CFO, that a third Violation has occurred and the ECB CMO shall notify the Cricketer in writing of this finding;
- (b) the ECB CMO shall also notify the Second Violation Notified Parties in writing of the Violation and the circumstances of the Violation (including the identity of the Cricketer);
- (c) the Cricketer shall be prohibited from being selected in any Team for a period of twelve (12) months, commencing from the date on which the Cricketer is notified in writing of the third Violation;
- (d) the Cricketer shall be required to attend, by a deadline stipulated by the ECB CMO, a face-to-face meeting with the ECB CMO or a member of the ECB Medical Panel and/or the ECB Anti-Doping Manager, the PCA Director of Development & Welfare and/or any other person specified by the ECB CMO for the purpose of determining an appropriate rehabilitation programme involving education, counselling and treatment in respect of Recreational Substances;
- (e) the Cricketer shall be required to attend an assessment directly with the Rehabilitation Agent to assist in the determination of an appropriate ECB-approved rehabilitation programme;
- (f) the Cricketer shall undertake appropriate Monitoring Testing, to ensure that the Cricketer has not continued to take any Recreational Substance following the third Violation; and
- (g) the Cricketer shall not be permitted to be selected in a Team after the expiry of the twelve (12) month ban listed in paragraph 8.3(d) above unless and until the Cricketer completes a designated rehabilitation programme involving Monitoring Testing, education, counselling and treatment in respect of

Recreational Substances in a manner deemed reasonably satisfactory by the ECB CMO and undertake appropriate Monitoring Testing upon their resumption of participation in any Competition; and

- (h) the ECB shall, other than in exceptional circumstances, publish details of a third Violation on the ECB website.

Further Violation

8.4. Where the Cricketer commits a further Violation (i.e. any Violation in excess of three Violations), the following process and consequences shall apply to that finding:

- (a) the ECB CMO shall confirm with the ECB Anti-Doping Manager, Head of Integrity, Director of Integrity and, for the purposes of administering the fine, the ECB CFO, that a further Violation has occurred and the ECB CMO shall notify the Cricketer in writing of this finding;
- (b) the ECB CMO shall also notify the Second Violation Notified Parties in writing of the Violation and the circumstances of the Violation (including the identity of the Cricketer);
- (c) the Cricketer shall be prohibited from being selected in any Team and from representing any Team in any coaching capacity for a period of twelve (12) months, commencing from the date on which the Cricketer is notified in writing of the further Violation;
- (d) the Cricketer shall not be permitted to be selected in a Team after the expiry of the twelve (12) month ban unless and until the Cricketer completes a designated rehabilitation programme involving Monitoring Testing, education, counselling and treatment in respect of Recreational Substances in a manner deemed reasonably satisfactory by the ECB CMO and undertake appropriate Monitoring Testing upon their resumption of participation in any Competition; and
- (e) the ECB shall, other than in exceptional circumstances, publish details of a further Violation on the ECB website.

Rehabilitation and Monitoring Testing provisions

8.5. Any designated rehabilitation programme under the RDP shall be for a period of time determined by the ECB CMO in their absolute discretion. It shall only conclude once the ECB CMO, in conjunction with the Team CMO, the PCA and the relevant counsellor or other appropriate professional advisor, determines that the Cricketer has completed the necessary counselling and education.



- 8.6. No Monitoring Testing shall commence until the ECB CMO determines that the Recreational Substance(s) used by the Cricketer in connection with the Violation is no longer likely to be present in the Cricketer's Sample (assuming no further use).
- 8.7. Where a Recreational Substance(s) is found to be present in a Sample taken from a Cricketer during Monitoring Testing under the RDP, the presence of the Recreational Substance(s) in the Sample shall not be treated as a Violation for the purposes of the RDP.

General Provisions

- 8.8. In any case where the offence is only a first Violation or a second Violation, provided the Cricketer complies, to the reasonable satisfaction of the ECB CMO and the Cricketer's employer(s), with any conditions imposed in accordance with paragraphs 8.1 and 8.2, the Cricketer's employer(s) under their Player Contract(s) shall waive any right to terminate the Cricketer's contract(s) of employment or terminate any loan agreement involving the Cricketer solely by reason of the Violation.
- 8.9. Notwithstanding any other provision of the RDP, the ECB shall be entitled to treat any failure by a Cricketer to comply with any post-Violation requirements and sanctions listed in this paragraph 8, as a separate and additional Violation for the purposes of the RDP.
- 8.10 Where a Cricketer, after committing a Violation during the course of representing or being employed pursuant to a Player Contract with an employer that they are no longer under contract to (the Original Employer), commits a second or further Violation (a New Violation) during the course of representing, or being employed pursuant to a Player Contract with a different Employer (the New Employer) the New Violation shall be deemed to be a second, third or further Violation, as the case may be, for the purposes of the RDP, notwithstanding the change of Employer by which the Cricketer is employed or represents (and the same principle also applies where a Cricketer commits a Violation whilst on loan with any other Team).
- 8.11. Where a Cricketer has committed a Violation and at some time after that Violation (provided that the Violation is not a first Violation which occurred more than five (5) years previously as per paragraph 8.12) is selected by, or agrees to a Player Contract with, a New Employer, or is loaned to another Team, or is awarded an ECB central contract, the ECB Anti-Doping Manager shall inform the Team CMO of the New Employer or loan Team (and, in the case of a second Violation, the Team CEO or the Director of England Cricket or Director of Women's Cricket) of the earlier Violation by that Cricketer and the circumstances of such Violation(s), and the Team CMO of the New Employer(s) or loan Team shall be entitled to consult with the Team CMO of the Original Employer about the circumstances of the Violation.
- 8.12. All monies from fines levied pursuant to the RDP shall be paid to the ECB and used by the ECB and the PCA to fund rehabilitation, education and testing programmes under the RDP. Notwithstanding paragraph 8.2 of the RDP, in the event that a Cricketer

commits a second Violation more than five (5) years after committing a first Violation, that second Violation (the Sunset Violation) shall be deemed to be a first Violation for the purposes of the RDP and paragraph 8.1 shall apply to such Cricketer with respect to the Sunset Violation (with any subsequent Violation being treated as a second Violation, and so on).

This rule does not apply to third or further Violations.

8.13. Notwithstanding any other provision of the RDP, in the event that a Cricketer publicly discloses to the media any circumstances relating to their first and/or second Violation, the ECB shall be permitted to request from the ECB CMO, and the ECB CMO shall provide to the ECB and PCA, all details of that Violation, including details about the Cricketer and the Recreational Substance in issue, and the ECB shall be entitled to make public such information solely where, and to the extent, necessary to correct any inaccurate statement(s) made by or on behalf of the Cricketer.

8.14 The ECB shall be entitled to publish anonymised general results data and other data arising from its operation and enforcement of the RDP for the purpose of confirming any trends arising from the RDP.

9. APPEALS

9.1. Subject always to the limits on grounds of appeal under paragraph 9.2 below, a Cricketer who commits a Violation under the RDP may appeal that finding or the imposition of any sanction under paragraph 8 of the RDP only to an appeal panel of the ECB Cricket Discipline Commission (an Appeal Panel) in accordance with Regulation 10 of the ECB Cricket Discipline Commission Regulations (as published on the ECB website), which sets out (subject only to the provisions of this paragraph 9 all the relevant and applicable procedures, deadlines and costs provisions.

9.2. Subject to applicable English law, an appeal may only validly be brought by a Cricketer on one or more of the following grounds:

- (i) an irregularity in the Sample collection or analysis process; and/or
- (ii) the Violation occurring solely as a result of the Recreational Substance being administered by a third party without the knowledge of the Cricketer and in circumstances where the Cricketer could not have reasonably believed that the Recreational Substance would have been administered by a third party; and/or
- (iii) there are exceptional circumstances which would make it unreasonable to impose the twelve (12) month suspension under paragraph 8.3(c) or paragraph 8.4(c) (as applicable); and/or
- (iv) there has been a finding of a Violation pursuant to paragraph 4.4 of the RDP.



9.3. The appellant Cricketer shall have the burden of proving, on the balance of probabilities, that one (or more) of the above appeal grounds exist.

9.4. Any decision of the Appeal Panel shall be final and binding on all the parties to the appeal.

9.5. The powers of the Appeal Panel, in making its decision, shall be limited to:

- (i) affirming or reversing a finding that a Violation has occurred;
- (ii) affirming or reducing an applicable sanction where an appeal is brought on the ground set out in paragraph 9.2(iii) above; and
- (iii) ordering the unsuccessful party to the appeal to pay the reasonable costs of the appeal hearing and the successful party.

SCHEDULE 1

1. RECREATIONAL SUBSTANCES

Stimulants - amphetamine, benzphetamine, cocaine, dimethylamphetamine, ephedrine, methamphetamine, methylamphetamine and other substances with similar biological effect(s).

Narcotics - diamorphine (heroin), hydromorphone, methadone, morphine, oxycodone, pethidine and other substances with similar biological effects where there is no evidence of reasonable therapeutic use.

Cannabinoids - hashish, marijuana, THC and other substances with similar biological effect(s).

Ketamine

Psychoactive Substances (so called "legal highs") - as defined in Section 2(1) of the Psychoactive Substances Act 2016.

2. CLASSES OF RECREATIONAL SUBSTANCES

Stimulants

Narcotics

Cannabinoids

Ketamine

Psychoactive Substances

SCHEDULE 2



RECREATIONAL SUBSTANCES RULE TESTING PROCEDURES

- The ECB Anti-Doping Manager shall contact the Testing Agent with the names of Cricketers to be tested.
- The Testing Agent collector (the **Collector**) shall contact an ECB or Team Liaison Manager (the **Liaison Manager**) on arrival at the relevant training site and identify himself or herself. These Collectors shall be wearing identification that clearly states they are representing ECB and the Testing Agent. If the Liaison Manager is not present then the ECB or Team Manager must be contacted to act in the place of the Liaison Manager, in which case they shall be deemed to be the Liaison Manager for the purposes of the RDP.
- A Collector shall open the envelope containing the names of the Cricketers to be tested in the presence of the Liaison Manager.
- The Liaison Manager must be present at commencement of each of these sample collection sessions in order to facilitate these procedures, to verify the Cricketers nominated and be available to address any issues that may arise during the sample collection session.
- At the completion of the training session or, if a Cricketer is not training as soon as practical, the Liaison Manager shall notify the nominated Cricketers and bring them to an area where they can wait until the sample collection is completed. The Cricketer shall be provided with a copy of the RDP testing procedure.
- Cricketers must remain in the sample collection area at all times until they have completed all requirements of the Collector.
- No mobile phone use is permitted during the sample collection process.
- A Collector shall cut each hair sample as well as complete/collate the paperwork.

Collectors shall use a tamper-resistant pre-packaged collection kit with all components carrying a bar code and a unique Sample number. Each Cricketer shall be assigned a URN to ensure that confidentiality is maintained throughout analysis and the reporting of results.

- The Cricketer shall be asked to choose a collection kit from a selection of identical kits provided.
 - The preferred hair sample collection site is the head. If head hair is unavailable then armpit hair shall be taken, before moving to the chest, then arm / leg. Pubic hair shall not be used.
 - Hair cut from the head shall be taken from a number of sites in order to minimise the impact of this removal.
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- If the Cricketer does not wish to have their hair cut due to religious beliefs they shall be asked if it is acceptable to collect head hair through brushing with a clean brush. Testers must carry a new, bagged (unopened) hairbrush with them for such sample collection.
- Following collection, the samples are secured in a foil wrap and then sealed in the tamper resistant packaging.
- The Collector shall provide a copy of the sample collection form to the Cricketer. Both the Cricketer and the Collector shall then sign and date the evidence tape wrap.
- Prior to collection from further players, all equipment and work surfaces are to be cleaned to ensure that cross contamination does not occur.
- Once the sample collection session is complete all securely sealed tamper resistant samples shall be placed together in a further tamper resistant package to be sent to the laboratory for analysis.

Note: The Liaison Manager plays an important role in the RDP procedures. Ensure the appointed person is fully aware of the RDP and the obligations owed by all Stakeholders under the RDP.

SCHEDULE 3

TEAM CMO CONFIDENTIALITY AGREEMENT

ECB RECREATIONAL DRUGS POLICY – CONFIDENTIALITY AGREEMENT

Parties

- (1) THE ENGLAND AND WALES CRICKET BOARD LIMITED a corporation limited by guarantee and registered in England and Wales with number 3251364 whose registered office is at Lord's Cricket Ground, London NW8 8QZ (*ECB*);
- (2) [TEAM] [DETAILS OF TEAM] (the *TEAM*); and
- (3) [NAME], a qualified sports physician who resides at [ADDRESS] and who is under contract with TEAM (the *Team CMO*).

Background

- (A) ECB has adopted a Recreational Drugs Policy (the *RDP*), the detailed principles and objectives of which are set out therein. Capitalised terms used but not defined herein have the meanings assigned to them in the RDP.
- (B) In accordance with paragraph 8 of the RDP and in order to further its principles and objectives generally, it is envisaged that the Team and the Team CMO shall receive certain Confidential Information i) in regard to Violations of the RDP by Cricketers falling under the auspices of the Team and ii) in order to support the work of the ECB CMO at local level.
- (C) ECB, the Team and the Team CMO recognise that such Confidential Information will often be of the utmost sensitivity to Cricketers and/or the unauthorised disclosure of Confidential Information is otherwise likely to be prejudicial to the principles and objectives of the RDP and/or the sport generally. ECB, the Team and the Team CMO have therefore agreed to comply with the following terms in connection with the Confidential Information in order to seek to ensure that it remains confidential.

1. Definition of Confidential Information

Confidential Information means all information (however recorded, preserved or disclosed) disclosed by ECB (including through the ECB Anti-Doping Manager, ECB CMO or any other ECB employees, agents, officers, advisers or representatives) which relates to the adoption and

operation of the RDP (and, if and when relevant, its amendment and/or discontinuance), including but not limited to:

- (a) notification of any Violation by any Cricketer(s);
- (b) information relating to the sampling, testing and test results of any Cricketer(s);
- (c) information relating to any education, counselling, monitoring or treatment of any Cricketer(s); and
- (d) any other information relating to the RDP or any Cricketer(s) that would be regarded as confidential by a reasonable person with the skills and knowledge of the person in receipt of such information (for example, in the case of the Team CMO, a reasonable qualified sports physician);
- (e) but not including any information that:
 - (i) is or becomes generally available to the public other than as a result of a breach of this Confidentiality Agreement (except that any compilation of otherwise public information in a form not publicly known shall nevertheless be treated as Confidential Information); or
 - (ii) ECB agrees in writing is not confidential or may be disclosed.

2. Obligations of confidentiality

2.1 The Team and the Team CMO shall keep the Confidential Information confidential and adhere to all reasonable instructions provided by ECB in regard to Confidential Information. The Team and Team CMO shall, except with the prior written consent of ECB:

- (a) not use or exploit the Confidential Information in any way except for the adoption and operation of the RDP;
- (b) not disclose or make available the Confidential Information in whole or in part to any other party;
- (c) not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the adoption and operation of the RDP (and any such copies, reductions to writing and records shall be the property of ECB);
- (d) not use, reproduce, transform, or store the Confidential Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means whatsoever outside of ECB and the Team IT systems;
- (e) keep separate the Confidential Information from all documents and other records of the Team CMO and the Team;

- (f) ensure that any physical document or other records containing Confidential Information shall be kept at the Team's premises and not remove or allow to be removed such document or records from the Team's premises; and
- (g) not make any public announcement concerning this Confidentiality Agreement or the RDP generally.

2.2 The Team shall support the Team CMO in regard to the Team CMO's obligations under this Confidentiality Agreement, including (but not necessarily limited to) by way of the provision of appropriate security measures for the safekeeping of Confidential Information. The Team and the Team CMO shall jointly ensure that Confidential Information is adequately protected from unauthorised disclosure, copying or use.

2.3 To the extent Confidential Information is disclosed to the Team's employees, agents, officers, advisers or representatives other than the Team CMO (in accordance with the RDP or as otherwise expressly authorised in writing by the ECB), the Team (and, where applicable, the Team CMO) shall ensure that such Confidential Information is provided strictly on a 'need to know' basis and the Team shall ensure that any such Team employees, agents, officers, advisers or representatives are aware of, and bound by, the terms of this Confidentiality Agreement. Prior to such Confidential Information being disclosed, the Team CMO shall discuss with the ECB CMO whether it is appropriate for such disclosure to be made and agree with the ECB CMO what Confidential Information may be disclosed and to whom it may be disclosed.

2.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority (such as the General Medical Council), or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of this disclosure as possible.

3. Data Protection

In relation to the disclosure of Confidential Information, the parties shall take all measures necessary to ensure compliance with all applicable data protection and privacy laws and related regulations. In particular, Confidential Information shall not be kept for longer than necessary and shall be destroyed in an appropriate, secure manner when no longer required.

4. Return of Confidential Information

At the request of ECB, the Team and/or the Team CMO shall:

- (a) destroy or return to ECB all documents and materials (and any copies) containing, reflecting, incorporating, or based on Confidential Information; and
- (b) erase all Confidential Information stored in electronic form (to the extent possible).

5. Term

The obligations arising under this Confidentiality Agreement shall apply indefinitely. For the avoidance of doubt, in the case of the Team CMO, the obligations under this Confidentiality Agreement shall survive termination of their contract of employment or engagement as the Team CMO.

6. Governing law and jurisdiction

- 6.1 This Confidentiality Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
- 6.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Confidentiality Agreement or its subject matter or formation (including non-contractual disputes or claims).

Signed by [NAME]

for and on behalf of ECB

Date:

Signed by [NAME]

for and on behalf of the Team

Date:

Signed by [NAME] Team CMO

Date:
