

2023

REGIONAL PARTNER ACADEMY REGULATIONS



**England and Wales Cricket Board, Lord's Cricket Ground
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INTRODUCTION

Each Regional Partner has a responsibility to promote, protect and support the individual wellbeing of each Academy Player, in accordance with the requirements of the Regional Partner Agreement and its duty of care to Academy Players. This will involve considering each Academy Player's personal and developmental needs. Each Regional Partner must also ensure that, where an Academy Player is under the age of 18, the Academy Player's parent/carer is provided with appropriate information and gives consent to all necessary decisions and/or documents in respect the Academy Player's participation in the Academy Programme.

DEFINITIONS

In these Regional Partner Academy Regulations (the "**Regulations**"), unless otherwise specified, defined terms shall have the same meanings as defined in the Regional Partner Registration Regulations (as defined below).

Academy Programme means the training and development programme run for young players by each, respective, Regional Partner, providing an environment that offers high quality individualised development opportunities and experiences to develop players. The Academy Programme is a female only programme;

Academy Player means a cricketer who is registered, or is seeking registration, on a Regional Partner's Academy Programme;

Current Academy means the Academy Programme an Academy Player is currently registered with;

ECB Young Player (EPP and Academy) Personal Data Acknowledgements and Consents Form means the form published by the ECB as amended from time to time;

International Match has the meaning given to it in the International Cricket Council Player Eligibility Regulations;

Player Spreadsheet means the player data spreadsheet in the standard form specified by the ECB as amended from time to time;

Regional Partner means each of the organisations which has entered into an agreement with the ECB to operate as part of the Regional Structure;

Regional Partner Agreement means the agreement between the ECB and each Regional Partner;

Regional Partner Competitions means the women's 50-over tournament and the 20-over tournament in the Regional Structure;

Regional Partner Team means a team playing in the Regional Partner Competitions;

Regional Partner Registration Regulations means the Regulations Governing the Qualification and Registrations of Cricketers in the Regional Partner Competitions, as amended and/or succeeded and in force from time to time;

Regional Structure means the structure of Regional Partner Teams and Academy Programmes administered by the Regional Partners to provide players with high quality training environments and new, nationwide ECB competitions, with a view to developing the most talented female cricketers and providing the basis for sustained international success.

1 ELIGIBILITY

- 1.1 No age restriction shall apply to the registration of a cricketer as an Academy Player. However, if a Regional Partner wishes to register a cricketer aged 13 or under to its Academy Programme it must demonstrate to the satisfaction of the ECB that the cricketer is of an appropriate level of maturity to join the Academy Programme, which shall be assessed on a case-by-case basis.
- 1.2 Subject to the overriding discretion of the ECB and the exceptions as provided below, in order to register a cricketer as an Academy Player, the Regional Partner must demonstrate to the satisfaction of the ECB that the cricketer:
 - 1.2.1 is eligible to be registered as a Qualified Cricketer under Regulation 2 of the Regional Partner Registration Regulations; or
 - 1.2.2 will become eligible, or is reasonably likely to become eligible, to be a Qualified Cricketer under Regulation 2 of the Regional Partner Registration Regulations either within 2 years from the date of joining the Academy Programme, by the cricketer's 19th birthday (whichever is later) or by such other date agreed by the ECB.
- 1.3 If the Academy Player or that Academy Player's Regional Partner becomes aware of any information indicating that an Academy Player is (or may) no longer be eligible under the provisions of Regulation 1, and/or becomes aware that she may be eligible to play in an International Match for another ICC Full Member Country, they must provide this information to the ECB and the Regional Director of Women's Cricket for the Regional Partner running her Academy Programme (as applicable) as soon as reasonably possible.
- 1.4 Subject to the ECB's overriding discretion under this Regulation 1, the ECB will ordinarily refuse to grant an Academy Player's registration where:
 - 1.4.1 a Regional Partner is subject to any applicable player registration sanctions under any ECB Regulations; and/or
 - 1.4.2 the cricketer in question is subject to any suspension or period of ineligibility under any ECB or ICC Regulations or the Regulations of another ICC Member Country; or
 - 1.4.3 having given the relevant Regional Partner and cricketer a reasonable opportunity to make representations, the ECB considers in its absolute discretion that to grant such registration as an Academy Player will adversely affect (or is likely to adversely affect) the best interests, image or reputation of the Academy Programme, the ECB or cricket generally, including but not limited to where the cricketer in question is the subject of any allegations, investigations or charges by the ECB, ICC, another ICC Member Country, police or other law enforcement body relating to any doping, corruption, other criminal offence or any other serious misconduct.
- 1.5 The provisions of the ECB Trans Playing Policy will apply to these Regulations.

2 REGISTRATION PROCESS

- 2.1 Each Regional Partner may register an unlimited number of Academy Players for the period from 1 November to 31 October in accordance with the provisions of these Regulations.
- 2.2 By 1 November in each year (or an alternative date specified by the ECB), Regional Partners must submit to the ECB a fully completed Player Spreadsheet. If a Regional Partner wishes to

register any additional Academy Players after 1 November, it must submit an updated Player Spreadsheet.

- 2.3 Where a Regional Partner seeks to register an Academy Player who has not previously been registered for that Regional Partner's Academy Programme, the Regional Partner must provide:

- 2.3.1 evidence that the Academy Player meets the requirements of Regulation 1;
- 2.3.2 confirmation that the Academy Player has completed (or will complete within two weeks of registration) the ECB Cardiac Screening Pre-Registration Requirements; and
- 2.3.3 a copy of the cricketer's completed and signed ECB Young Player (Academy and EPP) Personal Data Acknowledgements and Consent Form.

- 2.4 Where a Regional Partner seeks to register an Academy Player who has previously been registered for that Regional Partner's Academy Programme, the Regional Partner must provide such information as required by the ECB from time to time to evidence that the Academy Player still satisfies the requirements in Regulation 2.3.

- 2.5 For the avoidance of doubt, registration as an Academy Player does not permit the Academy Player to play in the Regional Partner Competitions for the Regional Partner. An Academy Player must be registered for the Regional Partner in accordance with the Regional Partner Registration Regulations in order to play in the Regional Partner Competitions.

3 CANCELLATIONS:

- 3.1 The registration of an Academy Player may be cancelled as follows:

- 3.1.1 at any time, by the Academy Player providing written notice to the Regional Partner and to the ECB;
- 3.1.2 at any time, by the Regional Partner providing written notice to the Academy Player and to the ECB;
- 3.1.3 by the ECB if:
 - (a) the ECB is satisfied, in its sole discretion, that the Academy Player does not meet the eligibility criteria in Regulation 1; or
 - (b) the ECB considers, in its absolute discretion and having given the relevant Regional Partner and Academy Player a reasonable opportunity to make representations, that such cancellation would be in the best interests of the Academy Programme, the ECB or cricket generally including but not limited to where the Academy Player in question is the subject of any allegations, investigations or charges by the ECB, ICC, another ICC Member Country, police or other law enforcement body relating to any doping, corruption or criminal offence or any other serious misconduct; or
 - (c) it is necessary to give effect to a decision of the CDC or any other tribunal or panel appointed under any ECB or ICC Regulations or the Regulations of another ICC Member Country (as applicable).

- 3.2 An Academy Player's registration with a Regional Partner will expire on 31 October unless it is cancelled earlier in accordance with Regulation 3.1 or Regulation 4.

4 PLAYER MOVEMENT AND APPROACHES

- 4.1 An Academy Player can only be registered with one Regional Partner at any one time.
- 4.2 A Regional Partner must not approach, enter into or otherwise be involved in discussions with, any Academy Player (or any person acting on an Academy Player's behalf), registered with another Regional Partner, with a view to offering them a trial, registering them, or employing or engaging them in any capacity unless Regulation 4.11 applies.
- 4.3 An Academy Player (or any person acting on an Academy Player's behalf) who is registered with a Regional Partner shall not approach, enter into or otherwise be involved in discussions with another Regional Partner with a view to offering them a trial, registering them, or employing or engaging them in any capacity unless Regulation 4.11 applies.
- 4.4 If an Academy Player wishes to terminate their registration with their Current Academy, the Academy Player and her parent/carer must notify their Current Academy that they wish to terminate the Academy Player's registration. The Academy Player's registration with their Current Academy will automatically terminate after 28 days (unless an earlier date is agreed between the Academy Player and the Current Academy). Until the registration is terminated in accordance with this Regulation, no approaches (as defined in Regulations 4.2 and 4.3) can be made.
- 4.5 If the Regional Partner and Academy Player reach an agreement that the Academy Player will stay at the Current Academy within that 28-day period, the Academy Player will be deemed to have withdrawn the termination notice issued in accordance with Regulation 4.4.
- 4.6 Once the Academy Player's registration has terminated in accordance with Regulation 4.4 above:
- 4.6.1 the Academy Player (or any person acting on an Academy Player's behalf) can make an approach (as defined in Regulation 4.3);
 - 4.6.2 the Academy Player (or any person acting on an Academy Player's behalf) can be approached by other Regional Partners (as defined in Regulation 4.2); and/or
 - 4.6.3 the Academy Player can register for the Academy Programme of another Regional Partner.
- 4.7 If a Regional Partner wishes to approach any player aged between 14 and 18 or any player which it should reasonably have known was previously registered with an Academy, or receives an approach from or on behalf of a player aged between 14 and 18 or any player which it should reasonably have known was previously registered with an Academy, it must check the registration status of the player with the ECB (and/or previous Regional Partner the player was registered with, if known).
- 4.8 If a Regional Partner terminates the registration of one of their Academy Players' registration, that termination is effective immediately (or on an alternative later date agreed between the Regional Partner and the Academy Player) and the Academy Player can immediately approach and/or receive approaches from other Academies in accordance with Regulations 4.2 and 4.3.

- 4.9 A Regional Partner must give notice to an Academy Player if it does not wish to renew that Academy Player's registration for their Academy Programme for the following season. Such notification must be given by 30 September (or an alternative date specified by the ECB). Upon receipt of such notification, the Academy Player can immediately approach and/or receive approaches from other Regional Partners in accordance with Regulations 4.2 and 4.3.
- 4.10 An Academy Player from one Regional Partner may be loaned to the Regional Partner Team of a different Regional Partner in accordance with Regulation 12 of the Regional Partner Registration Regulations or the Academy Programme of a different Regional Partner in accordance with Regulation 4.11.
- 4.11 An Academy Player registered with one Regional Partner may be loaned to the Academy Programme of a different Regional Partner in accordance with the following process:
- 4.11.1 an Academy Player can only be loaned to the Academy Programme of a different Regional Partner for part of the calendar year and/or season. If an Academy Player wishes to be loaned to the Academy Programme of a different Regional Partner for a full calendar year and/or season, she must terminate her registration with her Current Academy in accordance with Regulation 4.4;
 - 4.11.2 an Academy Player who is interested in being loaned to the Academy Programme of a different Regional Partner (or her coach on her behalf) must seek the permission of the Senior Regional Talent Manager and/or Director of Women's Cricket of her Current Academy before approaching, entering into or otherwise being involved in discussions with another Regional Partner with a view to securing a loan;
 - 4.11.3 if permission is secured in accordance with Regulation 4.11.2, agreement in respect of the loan must be reached between (i) the Current Academy; (ii) the new Regional Partner; and (iii) the Academy Player (and her parent/carer where she is under the age of 18);
 - 4.11.4 if agreement is reached in accordance with Regulation 4.11.3, the ECB must be informed in writing (which may include email) and approve the loan of the Academy Player prior to the commencement of the loan period. The ECB will consider whether to approve the loan in accordance with the principles set out in Regulation 1 and what documentation must be submitted by the Current Academy, the new Regional Partner and/or the Academy Player in respect of the loan;
 - 4.11.5 if the loan is approved by the ECB in accordance with Regulation 4.11.4, the Academy Player's new Regional Partner must submit to the ECB confirmation that the Academy Player continues to meet the eligibility requirements in Regulation 1 (and any documents required pursuant to Regulation 4.11.4) and the ECB will issue confirmation that the loan has been accepted;
 - 4.11.6 the registration of the Academy Player will remain with her Current Academy throughout the loan period;
 - 4.11.7 the Academy Player's Current Academy will remain responsible for any costs and/or documentation associated with the Academy Player's registration (including the costs of any cardiac screening required pursuant to Regulation 2.3.2). The Academy Player's new Regional Partner will be responsible for any costs associated with the

services provided to the Academy Player by the Regional Partner during the loan period and will not charge the Current Academy for the same;

- 4.11.8 the Academy Player shall only be permitted to play in matches for the new Regional Partner's Academy Programme if agreed between the Current Academy and the new Regional Partner in advance of the relevant match.

5 DISPUTES

Any unresolved dispute as to the interpretation or implementation of these Regulations shall be referred to the ECB for a decision. Such decision, subject to Regulation 7, shall be final and binding on the parties to the dispute.

6 NOTICES

- 6.1 Any notice given to a Regional Partner by or on behalf of an Academy Player or by the ECB under these Regulations must be sent by post to the registered address of the Regional Partner, addressed to the Senior Regional Talent Manager and/or Director of Women's Cricket of the Regional Partner, or by email to the email address of the Senior Regional Talent Manager and/or Director of Women's Cricket of the Regional Partner. Any notice sent by post shall be deemed to be properly served 2 days after the date the notice was posted and any notice sent by email shall be deemed to be properly served on the day the email is sent, provided it is sent before 4:30pm, or the next day if it was sent after 4.30pm.
- 6.2 Any notice given to an Academy Player by a Regional Partner under these Regulations must be sent by post to the last known address of the Academy Player (and their parent/carer if they are under the age of 18) or by email to the last known email address of the Academy Player (and their parent/carer if they are under the age of 18). Any notice sent by post shall be deemed to be properly served 2 days after the date the notice was posted and any notice sent by email shall be deemed properly served on the day the email is sent, provided it is sent before 4:30pm, or the next day if it was sent after 4.30pm.

7 APPEALS

- 7.1 Appeals from parties directly affected by decisions of the ECB under these Regulations shall be made to an independent panel appointed to consider the appeal (the "**Appeal Panel**"). Any dispute as to whether a party is directly affected by a relevant decision of the ECB shall also be resolved by the Appeal Panel.
- 7.2 The Appeal Panel shall determine appeals in accordance with these Regulations and, where appropriate, the laws of England and Wales. However, the Appeal Panel will also pay due regard, to the extent permitted by law, to the fact that certain decisions are made in the exercise of the sole discretion of the ECB and that the ECB is the guardian of the game of cricket in England and Wales and is in a unique position to assess the best interests of the game.
- 7.3 Any party directly affected by a decision who wishes to appeal that decision must ensure a written notice of appeal complying with Regulation 7.4 below (a "**Notice of Appeal**") is received by the ECB's Women's National Talent Manager within 14 days of the appealing party receiving the relevant decision. Failure to lodge a written Notice of Appeal complying with the requirements of Regulation 7.4 below will mean that the appeal is out of time and it will not be entertained by the Appeal Panel, unless the Appellant can demonstrate to the Appeal Panel that there were exceptional reasons justifying such failure.

- 7.4 The Notice of Appeal must state (i) the decision or part of the decision against which the appeal is made (ii), the grounds and basis of the appeal and, (iii) the nature of the remedy sought. The Notice of Appeal must be accompanied by a deposit of £100 which may be used to contribute towards any costs awarded against the appellant or returned to them in whole or in part after the appeal hearing at the discretion of the Appeal Panel.
- 7.5 As soon as reasonably practicable following receipt of the Notice of Appeal, the ECB shall inform Sport Resolutions (UK) who shall appoint an Appeal Panel comprising three members (including a Chair).
- 7.6 The Chair of the Appeal Panel shall fix a date for the appeal hearing which shall normally be within 28 days of the lodging of the Notice of Appeal.
- 7.7 The Appeal Panel shall determine its own procedure, provided that this shall include the opportunity for each party to present their/its case. The ECB will normally be represented as a party to any appeal against a decision of the ECB.
- 7.8 Decisions of the Appeal Panel shall be by majority vote and where necessary the Chair of the Appeal Panel shall have a casting vote.
- 7.9 Decisions of the Appeal Panel shall be communicated in writing to the parties as soon as possible after the hearing.
- 7.10 The Appeal Panel shall have unlimited power to award costs against either party. For the avoidance of any doubt, the payment of the £100 deposit should in no way be construed as a cap on the costs liability of any party which submits an appeal.
- 7.11 Any decisions made pursuant to these Regulations shall stand and be enforceable by the ECB pending determination of any appeal pursuant to this Regulation.
- 7.12 The decision of the Appeal Panel shall be final and binding on all parties to the appeal and there shall be no right of appeal of any kind by any party to any body whatsoever on any ground whatsoever, and/or the parties shall be deemed to have waived irrevocably any right to appeal, review or recourse to a court of law, arbitral body or any other body of any nature.