

INTER-CONTINENTAL CUP 2009/2010

2ND DECISION OF THE EVENT TECHNICAL COMMITTEE

SCOTLAND v ZIMBABWE XI

BACKGROUND:

1. On 21 September 2010, the Chairman of the Event Technical Committee ("ETC") convened a meeting of the ETC to consider an issue which had arisen in relation to the scheduling of the 2009/2010 Inter-continental Cup ("I-Cup") fixture between Scotland and Zimbabwe XI.
2. The ETC comprised of the following individuals: David Richardson (ICC General Manager – Cricket), Campbell Jamieson (ICC General Manager – Commercial), David Thorley (ICC Development Officer – Competitions and Women's Cricket) and David Jukes (ICC Match Referee).
3. In advance of the ETC meeting, the members of the ETC were provided with various relevant documentary materials, including correspondence between the parties and external legal advice. Cricket Scotland ("CS") and Zimbabwe Cricket ("ZC") were also provided with an opportunity to provide any additional documents and/or written submissions that they felt needed to be put before the ETC.
4. After a thorough review of all the relevant correspondence and documents, the ETC made the following decision, which was communicated to CS and ZC on 21 September 2010 (the "First Decision"):
 - CS and ZC are directed to make attempts to try and reach an agreement as to the date and venue for the fixture within 48 hours of the issuing of the release of this decision, ie by no later than 12.00noon (Dubai time) on 23rd September 2010. Any such agreement must involve the fixture being completed by no later than 31st October 2010.
 - For the avoidance of doubt, the ICC is prepared to agree to the fixture being played in any country, provided that CS and ZC can agree to a date/venue.
 - In the event that such agreement between CS and ZC cannot be reached by 12.00noon (Dubai time) on 23rd September 2010, the ETC will declare that the fixture cannot be scheduled and award each team no points. Should that transpire, both CS and ZC would then have the right to contest that decision before the ICC Dispute Resolution Committee, pursuant to clause 12.2 of the MPA.

RECENT DEVELOPMENTS AND ANALYSIS:

5. On 22 September 2010, ZC provided a written submission to the ETC in which it stated that 'an impasse may have been reached' and that it was 'forfeiting the match in favor of Scotland'.
6. In the First Decision, the ETC has already expressed its view that, in order for a fixture to be scheduled in accordance with the 2009/2010 I-Cup Members Participation Agreement ("MPA") clause 2.1, there needs to be (at least) agreement between the ICC, CS and ZC as to the specific date and venue of the fixture – these are fundamental ingredients, without which there can be no fixture.

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7. Although the match cannot have been 'forfeited' pursuant to clause 2.4 of the MPA (because it has not been scheduled), it is nevertheless open to the ETC to declare a match as being 'forfeited' in other circumstances. In all cases this will be a matter exclusively for the ETC (and not the participating teams) to determine, and the ETC is unlikely to make such a determination where it feels that a particular result is being artificially engineered or manipulated and/or other third party teams are being unfairly prejudiced.
8. That said, taking into account all of the circumstances that have been presented to the ETC in this case, the ETC is prepared to accept ZC's unequivocal and unqualified statement of forfeiture and declare the match as being 'forfeited'.

DECISION:

9. The ETC's (second) decision in this matter is, therefore, as follows:

- **The Scotland v Zimbabwe XI fixture is to be declared as having been 'forfeited' by Zimbabwe XI, so that, as per clause 45 of the Playing Conditions, 20 points should be awarded to Scotland and 0 points to Zimbabwe XI.**
- **No further points penalty shall be imposed against Zimbabwe XI for its 'forfeiture' of this fixture.**

10. In arriving at this decision, the ETC felt it important to make the following three points:

- notwithstanding additional materials provided by ZC as part of its recent submission, the ETC reiterated its finding that, disappointingly, there was no agreement reached between the ICC, CS and ZC as to the specific date or venue on/at which this fixture should be played;
- accordingly, the extent to which the government advice provided by CS purportedly justified its decision not to play in Zimbabwe was not relevant to the ETC's decision, though it was far from clear to the ETC that such advice would, had it been carefully scrutinized, have excused CS's failure to participate should such a fixture have been properly scheduled within the meaning of the MPA; and
- contrary to a statement made by Zimbabwe Cricket, the ETC has not, in interpreting the relevant provisions of the MPA and arriving at its decision, acted in a way that is 'mischievous' or in any way 'leaning towards finding a solution that will accommodate CS'. Instead, the ETC's interpretation was based on external legal advice and such suggestions made by ZC are entirely without any basis and are rejected by the ETC in the fullest terms.

Date:

28 September 2010

Signed:



David Richardson, Chairman of the Event Technical Committee