

By Courier

BCCI/HQ/9(d)/543/2017 February 14, 2017

Mr K. John Manoj Hon. Secretary Hyderabad Cricket Association Secunderabad

Sub: Stadium Agreement for India-Bangladesh Test Match

Dear John,

Please find enclosed a copy of the Stadium Agreement between the Board of Control for Cricket in India and the Hyderabad Cricket Association for the one-off Test Match between India and Bangladesh played at the Rajiv Gandhi International Stadium, Uppal from 9th to 13th February, 2017.

This copy is for the official record for Hyderabad Cricket Association.

With regards,

PROF. R. S. SHETTY
GM - ADMIN. & GAME DEVELOPMENT

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### STADIUM AGREEMENT FOR BILATERAL MATCHES

This Stadium Agreement made and entered into on this 24 day of JANUARY 2017

The	Hyde	eraba	a Cricket			Association		
(1)[ ]	of [	]	(the	"State	Assoc	ciation") having	its addres	ss a
		and						

(2) The Board of Control for Cricket in India a society registered under the Tamil Nadu Societies Registration Act 1975 having its headquarters at Cricket Centre, Wankhade Stadium, 'D' Road, Churchgate, Mumbai – 400 020. (referred to in this Agreement as "BCCI"); and each being a "Party" and together the "Parties".

### WHEREAS:

BETWEEN:

- A. BCCI is the apex governing body for the sport of Cricket in India and is responsible for the promotion and development of Indian Cricket worldwide.
- B. The BCCI will be organizing Bi-lateral International Series with various Visiting Boards scheduled to be played in India between November and March 2017 Season.
- C. The State Association is either the owner and operator of the Stadium or, if the State Association is not the owner of the Stadium, it has a formal written agreement with the owner of the Stadium under which it is granted all of the rights and obligations necessary for the State Association to comply with this Agreement.
- D. BCCI wishes to be granted an exclusive license from the State Association in respect of the Stadium and the State Association has agreed to grant the same to BCCI in order for BCCI to stage Matches for the 2016-17 Season in accordance with the terms of this Agreement.
- E. BCCI has accordingly scheduled certain International Matches during the 2016-17 Season to be hosted by the State Association, on the terms and conditions and for the consideration set out hereunder.





#### IT IS NOW AGREED as follows:

#### 1 Definitions and Interpretation:

- 1.1 "BCCI Marks" means the Logo for BCCI together with any other marks of the BCCI (whether in the form or words, logos/devices, characters or anything else), any domain names owned by BCCI, whether registered or not and including all registrations or applications to register the same wherever made.
- 1.2 "Commercial Rights" means all commercial rights of any kind whatsoever (other than Media Rights) relating to any Match of the International Series granted by BCCI to its Official Sponsors/Partners, in each case including without limitation sponsorship, which are owned by BCCI and granted by BCCI to its Official Sponsors/Partners.
- 1.3 "Contracted Season" means the period that starts 7 days before the first Match and ends 7 days after the last Match of the 2016-17 Season;
- 1.4"International Series" shall mean a series of International Matches between the team representing the BCCI and the visiting Team representing any other country in Test Matches, One day International Matches or T20 International Matches organized by BCCI in India, in each Season, and shall refer only to the Series indicated in Schedule 1.
- 1.5 "International Matches" shall mean the cricket Matches that are part of International Series organized by BCCI and played in India in each Season, with respect to this Agreement, it shall relate to International Matches organized during 2016-17 Season;
- 1.6 "Grounds" means the playing areas (including the center square, outfield and practice wicket areas) at the Stadium;
- 1.7 "Event/Tournament" shall mean the Bi-Lateral Tournaments that form part of the International Series played between the BCCI and visiting Team representing any other country in Test Matches, One day International Matches or T20 International Matches organized by BCCI in India in 2016-17 Season;
- 1.9 "Event Marks" shall mean all trademarks, trade names, logos, symbols, emblems, insignia or slogans or other matters in the nature of intellectual property rights of any kind including copyright used by BCCI from time to time in connection with the Event;
- 1.10 "Licensee" means each official sponsor, official supplier, broadcaster and other media or commercial representative who has been granted any rights of any kind in connection with any International Matches and/or the Event by BCCI or, with BCCI's written approval, any other third party;
- 1.11 "Match" means any Match to be played at the Stadium during the Contracted Season.





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1.12 "Match Days" shall mean the date on which the Match is held at the Stadium and shall include a period of 3 days prior to the date of the Match and 2 days after completion of the Match, as detailed at <u>Schedule 2</u>. The schedule of Matches to be hosted by the State Association maybe changed by BCCI at its discretion.

1.13 "Media Rights" shall mean the right to broadcast or otherwise distribute audiovisual, visual and audio coverage of any Match (whether on a live or delayed basis and whether of all or any part of such match) by any and all means now known or hereafter developed including but not limited to all forms of television, home video and DVD, theatrical and non-theatrical rights, in-flight, ship-at-sea, distribution to all forms of mobile devices and via the internet and whether scheduled or on demand and in whatever format (whether linear, interactive, free to air, pay or otherwise) together with all media rights of any kind in relation to the Event (if they occur in the Stadium) and all presentations, prize-distribution ceremonies and interviews which take place shortly before or after any Match;

1.14. "State Association" means the State Association described at the start of this Agreement and shall also include (without limitation) all its authorized personnel, directors, officers, agents, servants, employees and any other person who has been authorized to act for and on behalf of the State Association as notified to BCCI by the State Association, whether under a contract of employment or otherwise howsoever.

1.15 "Stadium/Venue" means the whole of the premises the insert Stadium including without limitation the Grounds, all accreditation facilities, the areas surrounding the Stadium, training and warm-up grounds and areas, the stands, passageways, walkways, staircases, lifts, bars, toilets, hospitality facilities, private members' areas, suites, fences (wherever applicable), commentary boxes, gantries, walls, windows, seats, boundaries, floodlights, media facilities, electronic scoreboards and replay screens, roofs, shops, box offices, car parks and other areas within the Stadium, airspace above any of the foregoing, static or moving objects inside and outside the Stadium in each case in and around and/or which form part of the Stadium or which are otherwise owned and/or controlled by the State Association in connection with the Stadium but excluding any residential areas in the club

1.16. "Season" shall mean period of time during which the International Matches set out in Schedule 1 are organized by BCCI and played in India and is from 1st October 2016 to 30th September 2017.

1.17 "**Team**" means one of the two teams participating in any Match (which expression shall, wherever appropriate include the squad of players from which such team is chosen together with the manager, coach, support staff and any other persons representing that Team at any Match);

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- 1.18 "Term" means the period from signature of this Agreement until the conclusion of the Contracted Season together with any subsequent extension if required by BCCI and if mutually agreed;
- 1.19 "Ticket" means a ticket allowing the holder to gain entry into the Stadium in accordance with the ticket conditions set by BCCI (or any third party nominated by BCCI), to see the Match specified on such ticket and "Ticketing" shall be construed accordingly;
- 1.20 "Tournament Operations Manager(s)" shall mean any person(s) appointed by BCCI to review, facilitate and to generally assist the Parties in the compliance with the provisions of this Agreement.
- 1.20 "Visiting Board Marks" shall mean all trade marks, trade names, logos, designs, symbols, emblems, insignia or slogans or other matters in the nature of intellectual property rights of any kind (including copyright) used by the Visiting Team's Board in connection with its Team from time to time;
- 1.21 For the purposes of this Agreement and provided the context so permits:
- (a) The singular shall include the plural and vice versa.
- (b) The masculine gender shall include the feminine and vice versa.
- (c) Reference to persons shall include any individual, legal person, corporation and/or any other entity of any kind whatsoever.
- (d) The Recitals and Schedules to this Agreement each form an integral part of it.

### 2 Grant of Rights

- 2.1 The State Association hereby grants to BCCI (for itself, its agents and, whenever appropriate, any Team) the exclusive right and licence to have access to and to use the Stadium during each Match Day, detailed at Schedule 2, and any practice sessions required by the Teams and any other matters connected with the Matches, including press conferences; as detailed at Schedule 2 or further informed by BCCI. State Association's personnel shall be entitled to have access to the Stadium and hold other events during the Season but such access on Match Day(s) and days on which practice sessions are held in the Stadium shall be limited to accredited State Association personnel and be solely in connection with carrying out its obligations under this Agreement.
- 2.2 The State Association shall not at any time during the Match Days take any action which is inconsistent with the grant of the rights to BCCI under this Agreement including the grant under Clause 2.1 of the exclusive right to use and to licence the use





of the Stadium during each Match Day, as detailed at Schedule 2. As part of the grant of the rights under this Agreement the State Association agrees that it shall not organise any match, practice or other use of the pitch and training facilities at the Stadium during the Match Day(s) nor allow any other third party to do so other than as provided under this Agreement.

2.3 The State Association shall throughout Match Day during the Contracted season comply with each of the obligations set out in this Agreement, comply with the Guidelines provided at **Schedule 3** (as maybe amended from time to time) and ensure all requisite facilities are made available to BCCI and/or the Teams (as appropriate).

### 3. State Association Rights/Obligations

- 3.1 The State Association shall ensure that BCCI and its agents have access at all times to the Stadium throughout the Match Day(s) to carry out and facilitate the exploitation of all of their respective rights under this Agreement.
- 3.2 The State Association shall provide all necessary co-operation and support to the BCCI and the Teams for ensuring and maintaining the security of the Stadium and practice facilities and the security of all spectators at each Match and all players, officials and all other personnel of any kind connected with the promotion and staging of each Match.
- 3.3 The State Association shall, at its cost, make such up-gradations of the Stadium as are reasonably requested by the BCCI particularly those with regard to the safety and comfort of spectators and to include access control systems.
- 3.4 The State Association confirms that, save as expressly set out in this Agreement, it shall retain all duties and obligations of any kind including under any applicable law or regulation as the owner and/or operator of the Stadium
- 3.5 The State Association shall provide all services and facilities and shall take all steps necessary to ensure compliance with these guidelines hereto at <u>Schedule 3.</u>
- 3.6 The State Association shall co-operate fully with the directions of BCCI at each Match in relation to:
- (a) The presentation of each Match (including but not limited to the use of replay screens and of electronic and manual scoreboards);
- (b) The format, timing, location and make up of any prize-distribution;
- (c) Any spectator entertainment initiatives suggested by BCCI; and

(d) Any Licensees' activities.



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Any incremental costs associated with the provision of the above activities in this Clause 3.7 shall be borne by BCCI.

- 3.7 The BCCI hereby grants to the State Association a non-exclusive licence to use the Event Marks solely for the proper performance of the State Association's obligations under this Agreement and, in this regard, the State Association agrees that all such usage shall require the prior written consent of the BCCI and that all goodwill arising out of any use by it of the Event Marks accrues to BCCI and, if called upon to do so by BCCI, it will, at no cost execute an assignment of the same in favour of BCCI.
- 3.8 So far as possible, the State Association hereby waives in perpetuity and acknowledges the right of BCCI and their appointees (as appropriate),in perpetuity to:
- (a) all and any rights including but not limited to the copyright in any form of audio, visual, audio/visual or electronic coverage of any nature in respect of each Match;
- (b) all rights to incorporate any action, architectural feature, scene or material at, in or of any part of the Stadium in any form of audio, visual, audio-visual or electronic coverage of or in connection with or arising out of Matches or as publicity therefor;
- (c) all rights to exploit without limitation any such coverage or part thereof with or without other material in any medium, whether now known or hereafter devised, without any restrictions and free of any interest of any other person whatsoever; and
- (d) to the extent not already mentioned above the Commercial Rights.
- 3.9 The State Association hereby undertakes that it shall not do or permit to be done any act or thing which may in any way harm, bring into disrepute, devalue, denigrate, impair or otherwise adversely affect:
- (a) the Event, the Event Marks, BCCI Marks and Visiting Board Marks or the rights and interests of BCCI including the goodwill attached thereto; or
- (b) the Commercial Rights and the Media Rights; or
- (c) Licensees' marks or the rights and interests of the respective Licensees to the same including the goodwill attached thereto; or
- (d) any Team.
- 3.10 The State Association will assist with the reasonable requests of BCCI in the promotion of the Match and will (subject to any data protection requirements) provide BCCI with access to its database of ticket holders or corporate contacts.





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- 3.11 Unless expressly provided to the contrary all of the costs related to the provision by the State Association of the services to be provided by the State Association under this Agreement (including the performance of all of its obligations) shall be borne by the State Association.
- 3.12 The State Associations shall sell, provide for all ticketing services for the Matches scheduled to be held at the Stadium, subject to rules and regulations provided by BCCI. Further in consideration of the Matches being allotted to the State Association, the State Association shall be required to provide /reserve such number of tickets for BCCI as per the Guidelines at Schedule 3 or as maybe notified by BCCI from time to time and shall make the same available to BCCI 3 days prior to each match. State Association shall also be required to provide10% of the total number of tickets free of cost/nominal rate, to school students, differently abled persons.

### 4 BCCI Rights/Obligations

- 4.1 BCCI will appoint the Match officials for the Matches and arrange for the payment of the same. The State Association, shall be responsible for the provision of security by the police authorities for the Match Officials while they are in the city in which the Stadium is located.
- 4.2 It is acknowledged that BCCI has the sole right (by itself or through its agents) to arrange the pre-Match entertainment in consultation with, but without requiring the approval of the State Association but at all times subject to Government Policy, Statutory Licences and other morality norms.
- 4.3 BCCI shall effect and maintain at BCCI's cost all appropriate insurances for the staging of each Match including without limitation with the exception that BCCI and the State Association shall effect and maintain public liability insurance with a sum insured of Rs. 100 crore per incident and with a deductible of Rs. 5 Lakh per incident. BCCI shall be liable for the cost of any claims below the 5 lakh deductible.

### 5. Consideration

5.1 In consideration of the State Association making the Stadium available to BCCI in accordance with the terms of this Agreement and for the proper performance of all its obligations under this Agreement BCCI will pay to the State Association Rs, 2,50,00,000/- (Rupees Two Crores Fifty Lacs only) per Match as Hosting Fées plus tax as applicable in respect of each day on which a Match is staged in whole or in part at the Stadium (the 'Hosting Fee'), which shall be paid by BCCI to the State Association as per the existing timelines followed by BCCI.





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5.2 All sums payable under this Agreement to the State Association shall be paid together with any applicable service tax /GST (as applicable) after deducting applicable withholding tax, if any, as required under the Income Tax Act 1961 or any amendment thereof or replacement therefor and shall be subject to receipt of a valid invoice raised by the State Association for each Match hosted by it.

### 6. Commercial Rights

- 6.1 The State Association hereby acknowledges that the Commercial Rights of BCCI comprise a range of commercial and other rights, including exclusive sponsorship and supply rights in respect of categories of goods and services specified in agreements with Licensees and other commercial partners of the BCCI.
- 6.2 BCCI agrees that the installation and erection and subsequent dismantling and removal of Licensees' branding at Stadium shall be at the cost of Licensees, and shall not be charged to the State Association. However, the State Association shall, without charge, make all necessary facilities available for, and shall assist and shall not hinder or obstruct, or permit any other person to obstruct or contest in any way:
- (a) the right of each Licensee to exploit the Commercial Rights which have been granted to them including without limitation by displaying branding on stumps, ground markings, perimeter signage, scoreboards, ball speed display units;
- (b) the right of each Licensee to be the official suppliers of their product categories for any Match and to enjoy exclusive supply rights within the Stadium and such other benefits as may be advised by BCCI to the State Association; and
- (c) the right of each Licensee to have full access to such space and facilities (including concession areas and space for vending machines) as are required for the sale and promotion of such Licensee's products and services at the Stadium, in accordance with their reasonable requests.
- (d) The State Association shall be entitled to exploit in-stadia rights and local sponsorship; however it is agreed and understood that the exploitation of such rights by the State Association shall in no way infringe upon the Commercial Rights of BCCI Licensees.

### 7. Termination

7.1 BCCI may terminate this Agreement with immediate effect by notice in writing if the State Association has failed to remedy any remediable breach of this Agreement within three days of written request.

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- 7.2 BCCI may terminate this Agreement with immediate effect by written notice to the State Association if in the opinion of BCCI the State Association commit or permits an irremediable breach of this Agreement.
- 7.3 The State Association may terminate this Agreement with immediate effect by notice in writing if BCCI has failed to remedy any material breach of this Agreement within three days of a written request by the State Association to BCCI.
- 7.4 Where a party is the subject of an Insolvency Event this Agreement may be terminated with immediate effect by written notice to the other party as follows:
- (a) if such party is BCCI then the State Association may terminate this Agreement; and
- (b) if such party is the State of Association then BCCI may terminate this Agreement.
- 7.5 The termination of this Agreement for any reason will not operate to terminate any provision which is expressly or by implication provided to come into or continue in force after such termination and will be without prejudice both to the accrued rights and liabilities and other remedies of the parties to this Agreement and to any rights and obligations in respect of the period after such termination.
- 7.6 BCCI shall be entitled to set off against and deduct from any money which would otherwise be payable or owing by BCCI to the State Association under this Agreement all moneys, damages, costs, charges and expenses including any debts or liabilities incurred or likely to be incurred by BCCI as a result of the breach of any of the provisions of this Agreement by the State Association or under any claim of indemnity made by BCCI, whether it results in or relates to the termination of this Agreement or not.
- 7.7 On the termination of this Agreement by BCCI for any reason, all rights and licenses granted by BCCI to the State Association under this Agreement, shall cease with immediate effect and the State Association shall not have any rights of any nature whatsoever against BCCI. Such termination by BCCI shall not impose any liability upon BCCI.

### 8. Indemnity

The State Association hereby agrees to indemnify and hold harmless BCCI, the Licensees and each Team and each and every one of their respective officers, employees, players, directors, authorised representatives, agents and servants from and against any losses, charges, costs and expenses (including reasonable legal fees) that may be suffered by each of them as a result of (i) any breach by the State Association of





any of its obligations contained in this Agreement, (ii) any breach of the State Association's representations and warranties and/or (iii) any violation or infringement of any right of any third party or of any applicable law, rule or regulation.

### 9 Force Majeure

- 9.1 Save as set out in Clause 9.3 below, neither Party will be liable for any act, omission or failure to fulfil its obligations (including obligations to pay the Basic and Additional Fee) under this Agreement if such act, omission or failure arises from a Force Majeure Event. If a Party is unable to fulfil its obligations due to a Force Majeure Event, it must immediately notify the other party in writing and provide full information concerning the Force Majeure Event, including where practicable an estimate of the time likely to be required to overcome the Force Majeure Event, use reasonable endeavours to overcome the Force Majeure Event and continue to perform those of its other obligations as remain capable of being performed as far as practicable and, for so long as it is unable to fulfil any of its obligations due to the Force Majeure Event and observes the requirements above, the affected party's failure to fulfil those obligations will not constitute a breach of any provision of this Agreement.
- 9.2 The Party which is prevented in whole or in part from performing its obligations under this Agreement as a result of a Force Majeure Event must take all action reasonably practicable to mitigate any loss suffered by the other party as a result of that Force Majeure Event.
- 9.3 If BCCI is forced to cancel the whole or part of a Match for any reason including without limitation due to a Force Majeure Event on the day of the Match, the all inclusive Hosting Fee with respect to that Match will still be payable by the BCCI. However if BCCI is forced to cancel the whole or part of a Match for any reason including without limitation due to a Force Majeure Event before the day of the Match, the BCCI shall not be required to pay the Hosting Fee with respect to that Match and the State Association shall promptly refund to the BCCI any sums paid to the State Association in respect of any such cancelled Match.
- 9.4 "Force Majeure Event" shall mean any circumstances or events beyond the reasonable control of a Party including without limitation acts of the public enemy, wars, riots, insurrections and other hostilities, fire, floods, terrorism (or the threat thereof), threats to the safety of relevant personnel, political unrest or security concerns in relevant territories, regulations or acts of governments or government agencies, and strikes or other labour disturbances.

10. Entire Agreement





This Agreement together with the Schedules, constitutes the entire agreement between the parties in relation to the subject matter hereof and supersedes any negotiations or prior agreements in respect thereof and this Agreement clearly expresses the parties' requirements and intentions in connection with the matters contemplated hereby. Neither party has, in entering into this Agreement, relied on any representation other than as is expressly repeated in this Agreement. Nothing in this Agreement shall seek to exclude any liability for fraudulent misrepresentation made by one party to the other.

### 11. Transfer/Assignment of this Agreement

No party may assign, transfer or novate this Agreement to any other party at any time.

#### 12. Notices

Any notice (the "Notice") required to be given for the purposes of this Agreement shall be given by sending the same by email, registered post or hand delivery to BCCI at 2nd floor, Cricket Centre, Wankhede Stadium, Mumbai 400020 or to the other parties to the relevant address shown in this Agreement or such other address as shall have been notified (in accordance with this Clause) by the party concerned as being its address for the purposes of this Clause. Any Notice so sent by post shall be deemed to have been served four business days after posting and in proving this service it shall be sufficient proof that the Notice was properly addressed and stamped and put into the post. Any Notice sent by email shall be deemed to have been served on the date of transmission if transmitted on a business day between the hours of 0900 - 1630 in the location of the recipient or, if not so transmitted, shall be deemed to have been served on the next business day following the date of transmission thereof.

#### 13. Confidentiality

The Parties shall at all times treat this Agreement as being private and confidential and its contents shall not be used for any purpose (other than the proper performance of this Agreement) or disclosed either directly or indirectly to any person except:

- (a) with the prior written agreement of both parties; or
- (b) as may be required by any statutory, regulatory or governmental or quasi governmental authority, or as otherwise required by law.

### 14. General

14.1 Nothing in this Agreement will be construed as making one Party an agent, partner, employee or representative of any other or making the parties joint venturers.





14.2 The State Association represents and warrants to BCCI that (i) it has full power and authority to enter into this Agreement and fully perform its obligations contained herein, (ii) it has all the requisite licenses, permits and approvals including statutory and regulatory licenses and permits that are required to fully perfect and honour its obligations as specified herein, (iii) the execution of this Agreement and the performance of its obligations does not violate, contravene and/or impair the rights of any third party, including without limitation, the intellectual property rights or any contractual rights of any third party under any agreement to which the State Association is a party.

14.3 No variation of this Agreement will be effective unless it is in writing and signed by or on behalf of the Parties.

14.4 Each of the provisions contained in this Agreement is considered to be reasonable by the parties and each Clause and sub-Clause will be construed as independent of every other provision. If any provision of this Agreement is determined to be illegal, invalid or otherwise unenforceable, then insofar as is possible it shall be deemed amended so as to be enforceable and whether or not such amendment is possible the remainder of the Agreement will continue in force and shall not be affected by the illegality, invalidity or unenforceability of any such provision.

14.5 Where this Agreement is signed on different dates then it shall take effect on the later date.

14.6 The failure to exercise a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. A waiver of a breach of any of the terms of this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement.

14.7 Those of the State Association's obligations which are given for the benefit of any Licensee, or Team may be directly enforced against the State Association by such Licensee or Team or at BCCI's discretion by BCCI on behalf of and as trustee for such Licensee, or Team.

# 15. Governing Law and Dispute Resolution

15.1 This Agreement shall be governed by and construed in accordance with Indian law. The Courts of Mumbai shall have exclusive jurisdiction in relation to this Agreement.

15.2 BCCI shall be entitled to bring an action seeking injunctive or other equitable relief before the Courts of Mumbai exclusively in connection with this Agreement including

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without limitation if it reasonably believes that damages may not be an adequate remedy for any breach of this Agreement by the State Association.

In Witness Whereof, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Signed for and on behalf of

[THE HYDERABAD CRICKET ASSOCIATION ] STATE CRICKET ASSOCIATION

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Name (please print) - K JOHN MANOJ

Signed for and on behalf of

THE BOARD OF CONTROL FOR CRICKET IN INDIA

Name (please print).....

# SCHEDULE 1

# Indicative Schedule of International Series from date

Season	Months	Touring Board	T20	Tests	ODIs	Balance Season	
<u>2016-17</u>	November- January 2016	England	3	5	3	16	
	February 2017	Bangladesh		1			
	February 2017	Australia		4			





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### SCHEDULE 2

# Schedule of matches to be hosted by the State Association

(Association to insert the match allotted and the dates)

INDIA Vs. BANGLADESH FROM  $9^{th}$  to  $13^{th}$  FEBRUARY 2017





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SCHEDULE 3

**Guidelines to Staging Associations** 

ENCLOSED AS SEPARATE DOCUMENT





#### Schedule 4

### Facilities To Be Provided By The State Association

Without prejudice to the State Association's general obligation as provided in Schedule 3, State Associations to provide the Stadium, the following shall be provided to BCCI, with any costs associated being borne by the State Association. The quality and quantity of such facilities to be provided by the State Association shall be in accordance with international standards and/or those required by the ICC for an international tournament.

- 1 Pitch, Grounds and Cricket
- (a) The wicket and outfield at the Stadium (including any used for warm-up matches) together with all of the Grounds shall in respect of each Match be prepared by the State Association as directed by BCCI to accepted international standards required for ICC-sanctioned international cricket and in accordance with the BCCI's recommendations for Pitch and Ground Preparation. None of the Teams or their players may seek to influence the preparation of the wicket.
- (b) The State Association shall if required provide practice facilities at the Stadium or another ground for the Teams on the day of any Match or in the two days prior to the Match. Such facilities shall be provided free of charge with the exception of any catering required by the Teams, which shall be charged to BCCI at a rate to be mutually agreed. In advance of any Match, each team may play up to two (2) practice sessions and up to three (3) hours under floodlights in case of ODI and T20.
- (c) Batting and bowling practice should take place in the practice nets (if such are available to the required standard and are floodlit to lux levels of 600-800) or on nets on the outfield. The Teams may not practice on the main square unless the available practice nets at the Stadium are not to the required standard or are not floodlit to lux levels 600-800, in which case, they may practice in nets on the extreme edges of the square. The Teams may practice fielding on the outfield.
- (d) The State Association shall as directed by BCCI, install or provide manual scoreboards, sufficient pitch covers, mowers, rollers, 2 "Super Soppers" and sight screens. The State Association will provide all necessary equipment for playing the Matches and for facilitating practice by the Teams on the day of any Match or in the two days prior to the Match.
- (e) The State Association shall ensure that the pitch and all other parts of the Stadium are in first class condition for the staging of the Match of a standard commensurate with standards required for ICC-sanctioned international cricket.



- (f) The State Association shall ensure that, throughout each Match, sufficient areas are kept available at the Stadium which are dedicated exclusively to cricketing activities including, in particular, to ensure sufficient available space and facilities for practice, training and warm up (including a gymnasium and on-pitch warm-up nets) and which areas and facilities shall be kept free of the State Association's members or ticket holders. The State Association shall ensure that no activities not specifically sanctioned in writing by BCCI shall take place which could restrict the ability of the Teams to make full use of such facilities freely, without hindrance, distraction or interruption. Any security manpower necessary to enforce such exclusive use and access shall be provided by the state association.
- (g) The State Association shall ensure that the Stadium has adequate floodlighting, operating on generators, available at all times during each Match in a form which has been approved by BCCI and is in accordance with ICC and world class standards.
- (h) The State Association shall ensure that the Stadium has adequate floodlighting operating on generators in a form which has been approved by BCCI available at all times during the Teams evening practice sessions (which in ordinary circumstances shall finish by 10 pm) from the first day of the Contracted Season until the day before the last Match.
- (i) The State Association shall ensure that there is a securable 3rd Umpires room identified by BCCI with an uninterrupted view of the Match and functional red-green lights to communicate third umpire decisions to patrons if required by BCCI.
- (j) The State Association shall ensure that there is a securable room for the Match referee and umpires for changing, along with dining facilities, such room to be fully equipped for expected use (including one DVD player with recording facilities and ten recordable DVDs per Match and two TVs). The room should have direct access to the Grounds.
- (k) The State Association shall ensure that there are securable player changing rooms for both Teams with securable locker rooms and dining facilities and a separate physic room all in first class condition. The changing rooms should have the facilities to provide a TV feed for use by the analyst.
- (l) The State Association shall ensure that there is a securable room for anti-corruption officers with direct access to the Grounds and such reasonable assistance as is required by those officers.
- (m) The State Association will provide a designated securable anti-doping testing room, with an adjoining bathroom each in a clean and first class condition and in close proximity to the player changing rooms. The State Association shall ensure that the anti-doping testing room is not used for any other purpose.





- (n) The State Association will provide one television set showing the live match feed (Star) at each of the two dug outs during each Match and shall ensure a safe and secure power supply to each dug out.
- (o) The State Association shall provide to BCCI 10% of the total number of seat at the Stadium in each Match specifically for school children and differently abled persons free of a charge or at a nominal fee.

#### 2 Media

- The State Association shall make available international media facilities for media representatives at the Stadium having an unimpeded view of the entire Grounds (all to be subject to BCCI's approval and to be of a quality commensurate with the status of the Event as may be determined by BCCI) including a fully equipped and operational media centre for the exclusive use of representatives of the media, (with telephones, fax machines, personal computers, Wi-Fi photocopiers, e-mail facilities and data points), press conference area and so called "tribune seating" for the press, commentary booths, and the State Association will liaise with BCCI regarding the suitability of the same. Wi-Fi facilities will also be made available to the photographer's area on the field of play. The use of all such facilities is to be without charge to either BCCI or the media representatives save that the cost of telephone calls and faxes will be charged to media representatives at actual rates. The State Association will provide catering at its own cost for the media and photographers in the Stadium on Match days. Press Conference Area to be soundproof room with head table, chairs in theatre style, PA system, audio splitters , broadcast lights , Internet 24 mpbs lan connection, platform for television cameras.
- (b) State Association shall provide Press Box desk seats with power points -125 minimum, preferably 150, with an overflow area of 40-50 seats, television sets, PA system, fax, photocopiers, and Internet minimum 20 Mbps lease line
- (a) The State Association shall designate an area around the Ground behind the boundary boards for the accredited photographers with the following facilities: chairs, tables, Wi Fi and power. There should be a second area on the opposite side of the ground with Wi Fi and power for the Event official photographers. The State Association will provide catering in the form of boxed food and soft drinks to the on ground photographers.
- (b) The State Association will provide a press conference area with adequate space as required by BCCI within the Stadium and a wet weather contingency area to stage the post Match presentation in the event of inclement weather





- (c) The State Association shall provide all necessary space and ancillary support for television, radio and internet production and broadcasting of each Match, including the following areas/support at the Stadium, which in each case is to be subject to BCCI approval. The size and location of the following areas (except for the parking area) shall be determined as per requirement of and in consultation with BCCI:
- (i) Securable parking areas for transport and equipment (including OB facilities and equipment);
- (ii) Adequate interview areas;
- (iii) Securable space for installation/siting of generators, uplink and associated equipment;
- (iv) a dedicated air conditioned production control room (minimum size 40x30 feet with compliant electrical fire extinguishers and an outside wall for air conditioning units) for the appointed television production team and a further room (if required) for the host broadcaster. If a further production control room is required (i.e. 3D control room), BCCI will reimburse the reasonable construction cost:
- (v) securable office space and securable storage facilities, the former including sufficient numbers of telephones, fax machines and copiers and high speed wireless internet access;
- (vi) securable catering room for the television production team in the same area as the production control room (for clarity, catering shall be provided by the television production team);
- (vii) A television commentary box with a clear view of the Grounds;
- (viii) A studio for the host broadcaster;
- (ix) four radio commentators boxes located in a position to be directed by BCCI;
- (x) camera in positions to be advised by BCCI in compliance with International Cricket Council regulations to cover a minimum of three wickets. The cost of providing these camera positions (e.g. the cost of construction of any platforms) is to be borne by the State Association;
- (xi) The choice of and cost of the provision of 24 hour security in respect of all of the television areas referred above shall be borne by BCCI.
- 3 General
- (a) During the Match Days the State Association will provide to BCCI at the Stadium sufficient office/work space and storage space in areas designated by BCCI (which shall where reasonably possible provide a direct view of the Grounds) for each of, BCCI, BCCI's agents, the accreditation team and for the hospitality team.



- (b) The State Association shall further provide in each such areas of office/work space the following facilities in such quantities as BCCI shall reasonably require: desks, chairs, power sockets, hi-speed wireless internet access, phone lines (one with ISD and STD facility and one with STD-only facility) and instruments, room keys, securable cabinets with four keys for each, refrigerator, and television with a local feed/cable transmitting the Match, to be used by BCCI. The provision of such facilities will be included within the All Inclusive Fee and shall not be the subject of any extra charge.
- (c) The State Association shall ensure that there is provision of uninterrupted electricity and lights throughout the Stadium for the duration of each Match and such time before and after each Match and for as long as patrons are present at the Stadium (including a requirement that the tower floodlights be on for a minimum of 90 minutes after each Match or for so long as BCCI deems necessary).
- (d) The State Association shall also ensure that sufficient back-up power supplies and equipment (e.g. generators and all ancillary equipment) are provided and are fully operable at all times throughout the duration of each Match and for such period before and after each Match as shall be necessary for BCCI properly to stage such Match and all ancillary events so that adequate power supplies will be continuously available to the floodlights and the spectator and other areas in the Stadium at all relevant times before, throughout and after each Match. If BCCI erects any temporary hospitality structures pursuant to Clause 3.16, the BCCI shall be responsible for the provision, at its cost, of power and back-up power supplies to the temporary facilities.
- (e) The State Association shall ensure that the Stadium includes a fully equipped international standard Venue Operations Centre (VOC) with an unimpeded view of the entire Grounds with sufficient space for occupation during the Matches by the Stadium security Manager, the Police supervisor in charge of the Stadium, the senior representative of the Fire department, the medical manager and the senior representative of the Private Security firm (if applicable). The VOC should control the CCTV cameras and have an override to the stadium PA system.
- (f) The State Association shall ensure that there are two securable rooms to be used for medical purposes one to be used as medical room for the players and one to be used as medical room for the spectators; such rooms to be located as per guidelines issued by BCCI and to each have a television, air-conditioning, running water and an adjoining bathroom in a clean and first class condition.
- (g) The State Association shall ensure that there is provision of sufficient free drinking water facilities in each stand for spectators at the Match.
- (h) The State Association shall at its cost ensure that all existing concessions, vending, distribution and selling points at the Stadium are made available and safely operable throughout each Match for use by BCCI and its Licensees, subject always to the provisions set out in this Agreement for the protection of the Commercial Rights.

- (i) The State Association shall provide securable space for storage and production of event signage by BCCI.
- (j) The State Association shall make available free of charge 10% of all the car and vehicle parking facilities, (including facilities for parking of outside broadcast vehicles and ambulances) located within the precincts of the Stadium and any additional car parking located outside of the grounds of the Stadium which is controlled by the State Association to meet the requirements of BCCI, the Teams, the television production company and any Licensees attending Matches. BCCI will discuss its exact requirements for car parking outside of the Stadium grounds in good faith with the State Association dependent on the amount of car parking space available for BCCI within the Stadium itself. For avoidance of doubt, the State Association only needs to provide car parking facilities outside the grounds of the Stadium, if such facilities are controlled by the State Association.
- (k) The State Association shall provide a stadium PA system in working condition.
- (l) For the avoidance of doubt, wherever there is reference in this Schedule 1 to an area or a room being securable, any security manpower necessary to make such areas or rooms secure shall be provided by and at the cost of BCCI.





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### Services To Be Provided By The State Association

In addition to providing the Stadium and the facilities outlined in Schedule 1, the State Association shall provide the following services to BCCI, with any costs associated to these services being borne by the State Association save for the services set out in paragraphs 2 (b), 2 (d) and 3, the out of pocket expenses in relation to the securing of which by the State Association shall be borne by BCCI provided that BCCI has pre-approved of such expenses in writing. The quality and quantity of such services to be provided by the State Association shall be in accordance with international standards and/or those required by the ICC for an international tournament.

- 1 Personnel
- (a) Pursuant to Clause 3.8, the State Association shall provide the following personnel:
- (i) Facilities / Stadium Manager to act as a main point of contact for BCCI to facilitate the State Association's delivery of its obligations under this Agreement;
- (ii) Security Manager or Safety Officer, who in addition to the overall security of the Stadium, shall also be responsible to co-ordinate the security arrangements for the Players and Match Officials with the relevant security staff appointed by BCCI;
- (iii) Cricket Operations Manager;
- (iv) One Accreditation Manager;
- (v) Two Team Liaison Officers;
- (vi) One Match Officials Liaison Officer;
- (vii) One Media Manager;
- (viii) One Chief Electrician;
- (ix) One Technician for Internet-WiFi connectivity for journalists and photographers;
- (b) The State Association shall provide sufficient manpower to manage, prepare and maintain the wicket and outfield as detailed in paragraph 1(a), 1(b),1(c), 1(d) and 1(e) of Schedule 1 both in advance of and during any Match.
- (c) The State Association shall provide sufficient manpower to manage and maintain all electrical and lighting installations both in advance of and during and after any Match.

- (d) The State Association shall provide sufficient manpower and materials for housekeeping in the Stadium (except in the hospitality areas) and the regular cleaning of toilets and washroom facilities in all areas (except the hospitality areas) of the Stadium. For the avoidance of doubt, all areas of the Stadium will be provided to BCCI in an adequate and clean condition prior to the staging of the Matches and the State Association shall ensure that the Stadium including all toilet and washroom facilities (excluding those in the hospitality areas) remain in a very clean condition throughout each Match.
- (e) The State Association shall provide walkie-talkies to the personnel carrying out the services/activities undertaken by the State Association for internal communication. The State Association shall also provide 6 walkie-talkies for the Match Officials on a separate secure frequency.
- (f) The State Association shall also provide an appropriate number of net bowlers of a suitable quality for international cricket at such training facilities to facilitate practice by the Teams before each Match.
- (g) The State Association shall also provide scorers for each Match to BCCI, as follows:-
- i. Two official scorers who will relate with the match referee and the umpires and will be located at the official score board;
- ii. One scorer in the media box; and
- iii. One Duckworth/Lewis scorer.
- 2 Other Services
- (a) The State Association must obtain and provide free of charge all licenses, permits and permissions required for the use during Matches of walkie-talkies bythe State Association, BCCI and Licensees as may be applicable.
- (b) The State Association shall in at a timely fashion make the applications to obtain all necessary licences, permits and certificates of any kind required for the staging of each Match at the Stadium (including, but not limited to, police, any government authorities, fire, health and safety and catering) so that the Stadium is fully compliant with all applicable legislation and regulations and other applicable and relevant laws. The State Association will have the responsibility to initiate, follow up on day to day basis with the different departments and obtain all such licences, permits and certificates in good time before each Match. Any costs (excluding any allocation of Tickets to the different departments associated with such licences, permits or certificates) will be the cost of state associations. The State Association shall be responsible for fulfilling any ticket related requirements associated with such permits, licences and certificates.

- (c) The State Association shall, if requested by BCCI, give reasonable assistance to BCCI to provide the services and facilities as directed by BCCI.
- (d) The State Association shall secure the provision of the police on Match days and on days when practice sessions are held at the Stadium. Any costs or charges associated with the provision of the police as described above, including the provision of temporary barricades outside the Stadium (if required by the police and if there is an incremental charge for such barricading), shall, as provided for by paragraph 3 of this Schedule, be borne directly by the State Association. Similarly the choice of any private security resource to secure the personnel, equipment, vehicles and all other property of BCCI, any Team and Licensees at the Stadium during the Contracted Season shall be made by State Association who shall bear any associated costs and charges levied by the private security company.
- (e) The State Association shall provide and ensure that CCTV cameras covering the entire Stadium are in operation on Match Days along with sufficient CCTV technicians to operate such cameras and any incremental costs associated with such provision shall be for the account of the State Association.
- (f) If required by BCCI, the State Association shall provide Volunteers for Match days and practice days including stewards/ushers and ten (10) ball-boys to be utilised by BCCI or its Licensees for commercial and cricket purposes on Match days.
- (g) The State Association shall make available at its cost all catering necessary for stadium staff, the media, emergency services and volunteers
- (h) The State Association shall provide basic directional signage (in English and in the local language) for spectators in the Stadium and leading to the Stadium as directed by BCCI. This does not include accreditation signage, advertising perimeter boards for Licensees or Event look and feel signage and cheer leader podiums all of which shall be paid for and under the exclusive control of BCCI. Directional signage for hospitality areas shall be provided by and paid for by state association.
- (i) Any incremental municipal charges levied as a result of the Match, which would not otherwise have been incurred, shall be borne by the State Association.
- (j) Any associated Match organising costs, excluding those associated with the provision of the medical facilities and excluding all costs in the hospitality areas including catering, signage, decoration and housekeeping, are to be borne by the State Association.
- (k) The State Association shall ensure that all seats at the Stadium have lettering and numbering to identify them for ticket holders.





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- (I) The State Association shall ensure the provision of seats for disabled spectators in a suitable area of the Stadium
- 3 Additional Services to be provided by state association
- (a) Security both police and private in respect of the Stadium on Match days and practice days and from the airport to the hotel and security at the hotel of stay.
- (b) Catering for all security and police personnel on practice and Match days.

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