

COMPILATION- 1

GOVERNING COUNCIL MINUTES

S.No.	PARTICULARS
1.	Copy of Minutes of IPL-Governing Council dated 18.10.2007.
2.	Copy of Minutes of IPL meeting dated 17.11.2007.
3,	Copy of Minutes of IPL-ITT dated 14.1.2008.
4.	Copy of Minutes of IPL Governing Council dated 24.1.2008.
5.	Copy of Minutes of IPL Governing Council dated 25.1.2008
6.	Copy of Minutes of IPL Governing Council dated 13.2.2008.
7.	Copy of Minutes of IPL Governing Council dated 3.4.2008.
8.	Copy of Minutes of IPL Governing Council dated 16.9.2008.
9.	Copy of Minutes of IPL Governing Council dated 5.2.2009.
10.	Copy of Minutes of Emergency Meeting dated 22.3.2009.
11.	Copy of IPL Governing Council Minutes dated 11.8.2009.
12.	Copy of Minutes of IPL Governing Council dated 2.9.2009.
13.	Copy of Minutes of IPL Governing Council dated 17.12.200.
14.	Copy of Minutes of IPL Governing Council dated 7.3.2010

HELD AT CRICKET CENTER, MUMBAI ON 18.10.07 TIME 11.34am

**Minutes of the Opening IPL Governing Council Meeting held on 18<sup>th</sup>  
October 2007 at the Cricket Center, Mumbai.**

1. The Chairman opened the meeting at 11.34am and welcomed everyone to the first IPL Governing Council Meeting:

Present were:

Lalit Modi - Chairman/ Convenor  
IS Bindra  
Chirayu Amin  
Arun Jaitly  
Rajiv Shukla  
Sunil Gavaskar  
Ravi Shastri  
Andrew Wildblood - IMG  
John Loffhagen - IMG  
Catherine Simpson - IMG  
Michael Fordham - IMG  
Balu Nayer - IMG  
Amit Sibal - Legal Counsel BCCI  
Shashank Manohar - BCCI President Elect  
Sharad Pawar  
MP Pandove  
Niranjan Shah  
Prof. Shetty

2. Leave of absence was given to :

Mansoor Ali Khan Pataudi  
N Srinivasan - Treasurer BCCI

3. The President Elect, Shashank Manohar was invited to become a member of the Governing Council. The Chairman then introduced the special invitees from IMG.

4. John Loffangan from IMG gave an overview of the Governing Council Constitution and the Chairman asked for further comments from the members on the draft document. It was noted that there was one minor err in the document to be changed which was regarding the point that the document states that the appointed CEO would be in charge of the bank accounts while the BCCI Treasurer would be the person to be the same. Refer to point K.5 of the said

1



<b>CHAIRMAN'S INITIALS</b>	
--------------------------------	---

HELD AT \_\_\_\_\_

ON \_\_\_\_\_

TIME \_\_\_\_\_

document.

**Amendment: It was decided at the office bearers meeting prior to the second IPL meeting on 17<sup>th</sup> November 2007 in Jaipur that all payments relating to IPL would be made by the BCCI Treasurer's office.**

5. Item 5 was deferred to the IMG Presentation and the new IPL Logo presented by IMG was approved.

6. The Chairman explained that the basic contract is at a lower value which is guaranteed by the BCCI while the firm contract is one that is not dependent on the franchise and less popular with the players. It was suggested that point (f) in the contract should be clarified in detail as it could lead to legal issues in the future. Arun Jaitley also recommended that instead of disputes being subject to the jurisdiction of the Courts of Mumbai a separate legal panel should be formed to settle the disputes in arbitration.

7. The Chairman confirmed the signing of the list of players shown in Item 7.

8. The Chairman confirmed the signing of 3 Pakistan players: Younis Khan, Mohammed Asif and Shoaib Malik. The Chairman confirmed that discussion were being held with Australian players. Unfortunately, they were unable to participate in the League in 2008 due to FTP commitments. The dilemma of them not being allowed to play for an Indian Franchise team in C2020 is still under discussion. It was also noted that if an exception was made for Cricket Australia then the other boards would expect the same. The issue of the ECB not giving their players NOC was also raised and the Chairman asked the members to think of an adequate solution for the same. The board authorised the Treasurer to go ahead and make payment to all players signed as per the contracts signed by the chairman on behalf of the IPL.

9. The MOU signed with IMG was noted.

10. Approval was given to hire the premises for the IPL offices at Cricket Center.

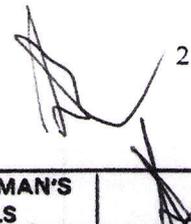
11. The legal notice sent by Sheridan to BCCI, IMG and the PCB was noted and summarized.

12. The response to Sheridan from IMG was noted.

13. After noting the hiring of Adfactors, Andrew Wildblood recommended that they design an international PR strategy with the said agency which was approved by the Council.

14. It was agreed that IPL TA/DA would be the same as the BCCI TA/DA.

15. During the presentation by IMG, it was recommended that the following be

 2  
CHAIRMAN'S  
INITIALS

HELD AT \_\_\_\_\_

ON \_\_\_\_\_

TIME \_\_\_\_\_

noted:

- To make use of the services provided by Robin Saunders by the various states for the stadium plans and hospitality to maximize on revenue.
- A comprehensive list of all Indian State players be compiled for the IPL database.
- That it was suggested that IPL follow the English Premier League format.
- That official partners be added to the list of Sponsorship Rights Sales.

16. The draft schedule was noted and was still up for further discussion.

17. It was suggested that all international Boards be involved in Champions 2020 and BCCI should retain a 51% shareholding while the rest would hold a 49% shareholding. It was decided that a structure needs to be designed for the same. The Chairman was authorised to attend all meetings in this regard.

18. The hiring of Dhiraj Malhotra was approved by the Council.

19. Dates and Timelines were to be further discussed.

20. The outstanding payments for IPL approved and a budget to be drawn up.

21. The BCCI legal team are yet to revert on the Long Form Agreement with IMG.

22. A few points were noted regards the players contract for further consideration:

- Medical
- Insurance
- Injury

The issue of players unions was also raised and the legal advisors to IPL were asked to take this into consideration when providing feedback on the document.

23. Long Form Players Agreement - Waiting for comments - 1 week

24. Franchises Agreement - Waiting for comments - 1 week

25. Media Rights ITT - Waiting for comments - 1 week

26. Operational Rules for the IPL were to be further discussed and confirmed for the next meeting.

27. The date for the next governing council meeting was set for Saturday November 17th 2007 in Jaipur at 4 pm. Venue to be confirmed.

28. The Chairman thanked everyone for coming and closed the meeting at 2.00pm.

CHAIRMAN'S  
INITIALS

HELD AT RAMBAGH PALACE, JAIPUR ON 17.11.07 TIME

**Minutes of the IPL Meeting held at Rambagh Palace, Jaipur on 17<sup>th</sup> November 2007**

The meeting was attended by:

Members:

Lalit Modi – Chairman IPL  
Shashank Manohar – BCCI President Elect  
N Srinivasan - BCCI Treasurer  
I S Bindra  
Niranjan Shah – BCCI Hon. Treasurer  
Arun Jaitly  
Rajiv Shukla  
Ravi Shastri  
Sunil Gavaskar

Special Invitees:

Andrew Wildblood  
Ravi Krishnan  
Mark Sybil  
Balu Nayer  
John Loffhagen  
Catherine Simpson  
Brijesh Patel  
Ratnakar Shetty,  
Rajesh Chaturvedi  
Mr. Pattabhi  
Dhiraj Malhotra  
Amit Sibal

Before the meeting formally started the following was discussed

- The position with the English payers was discussed. The ECB has a problem cos their county season clashes with the IPL. However there is no clash with ICL as that happens in November and does not clash with their season and also their players weren't taking permission from the board. BCCI has requested ECB to take action against such players. ECB have said that they will have to check on the various laws and then get back.
- Brian Lara who has signed with ICL now wants to sign with IPL. In order to allow him to sign with IPL, IPL will have to go through his contract and see the clauses. Mr. Srinivasan was of the opinion that we shouldn't bother with Lara as we already have all the top players. Mr. Pawar was of the opinion that if we signed Lara then ICL will fall flat as it will not have any name at all. Everyone felt that ICL will anyway not to do well as it has no substance and no backing.

1. The Chairman formally welcomed everybody.

CHAIRMAN'S  
INITIALS

HELD AT \_\_\_\_\_ ON \_\_\_\_\_ TIME \_\_\_\_\_

2. Leave of absence was given to Sharad Pawar, M P Pandove, MAK Pataudi and C Amin. The minutes from the first IPL Governing Council were approved after an amendment was made
3. The 3 Media Presentations were deferred till after the Ticket Pro Presentation was made. The first presentation was made by Serge Girmaux of Ticket Pro and his team from DNA. Serge explained the process of ticketing and the way he prints them. They use laser technology for better artistic results, colours etc. they also e mail tickets and each one has a bar code so that they can be scanned. The tickets can also be bought by SMS. They provide all the paraphernalia associated with ticketing like people/staff, tickets, turnstiles etc. The technology allows the organizers to see the exact status, how many sold, which area sold etc. once a ticket is scanned all details can be obtained. The ticket can also be programmed so that one can earmark specific areas where the ticket holder can go to. Their mode of charging is either a percentage of the tickets sold, service charge on the internet tickets or through a commercial partner. They can provide complete database from various events and promote IPL across various events. The advantage of their system is that there will not be any duplicates, people managing the tickets will also be manning the gates, it avoids scalping, easy access to a bonafide ticket buyer, money goes into the bank account instantaneously and hence there is no accounting or cash exchange. Also through their database they can increase the revenue manifold.

**Before the TV presentations were made Ravi Shastri and Sunil Gavaskar left the room,** as they made their affiliation to ESPN known.

4. The first TV Presentation was made by **Sony**.
  - Their emphasis was on the fact that IPL should be shown as an entertainment and not against any sport as it has the power to kill any sport and any form of cricket.
  - Their vision was to make IPL a prominent and global destination for the entire world, the biggest block buster event on TV.
  - They also propose to have an end of season IPL awards show.
  - They want to make IPL the baap of entertainment and maa of cricket.
  - Fan Vs Fan- divide the country into various factions to get local regional support
  - Have an IPL mascot
  - IPL anthem and a team anthem
  - Team colours to be clearly divided.

Key for success:

- IPL teams composition to be fair so that who wins the tournament is unpredictable – critical to keep the fans glued
- No over lapping of matches
- Individuals and not corporates should own franchises
- Strong TV rating a must
- Extend beyond the male; co-opt the kid/family
- Ensure website is launched well in advance

CHAIRMAN'S  
INITIALS

HELD AT \_\_\_\_\_

ON \_\_\_\_\_

TIME \_\_\_\_\_

- Merchandising program to be very strong

Sony does not want to acquire a franchise as it may make them biased.

#### 5. Nimbus

- A 360 degree approach to make this a success.
- Global reach/distribution will be key.
- Have player ratings
- Cross promotions across media
- Joint marketing initiative with teams
- Plans for pre event, during event, weekly programs, fantasy leagues
- Big ground entertainment plan

They believe that a broadcaster may be accorded preferential option to acquire a franchise.

#### 6. ESS

- T20 is the biggest thing that has happened to sport
- IPL is a truly international product
- They have had lots of opportunities to learn and hence are on top of the learning curve
- They offer
  - Quality promotions
  - Quality product
  - Quality talent
  - Quality presentation
  - Quality distribution
- Plan on having Super selector where fans can select their fantasy teams
- IPL exchange
- Have a cheer leading championship for cheer leaders of each city based team
- Need to protect not only the interest of IPL but also the franchise
- Spread through various points of contact like movies, fashion, gaming SMS, internet

7. Media ITT - this Item was brought forward on the agenda. After the 3 presentations everyone except the board members were asked to leave the room. The following was discussed

- We need to have a broadcasting tender by next week.
- Close bidding process by 2<sup>nd</sup> week of December
- Need to ascertain if we are going at pure value (money power) or are we having any criterion.



3

CHAIRMAN'S INITIALS	
------------------------	---

HELD AT \_\_\_\_\_

ON \_\_\_\_\_

TIME \_\_\_\_\_

- Mr Srinivasan raised the point that the broadcaster should enhance the product and not only be valued on money
- There will also be other bidders like 9X, NDTV, Star and even reliance.
- Lalit said that IPL is a brand new product and it was a do or die situation. Hence reach of the broadcaster was very important.
- Mr Jaitly – we should also see that the criterion isn't that stringent else many bidders will not fit the bill and the value of the bid can/will come down. Hence we need to be flexible and marketing procedures should be pre determined.
- There was a question that if the bid by one party was much more than the others but the party wasn't competent enough then what would the board opt for.
- The bid should not be reduced to a few channels only.

**Conditions:**

- Only channels or consortiums. The bidding party must have a medium.
- If a bidder doesn't own a channel then they must disclose who it has back to back association with.
- Past association in Sports marketing to be given importance
- Quality of production
- Camera positions
- Need to decide on period of time for the bid
- Need to formulate the terms and conditions and have a meeting once more before the tender is sent out.
- Critical issue is reach and we should put reach at ~~minimum 50%~~ <sup>Adequate reach.</sup>
- When we open the bid we should allow maximum channels to bid and have flexibilities in the contract.
- LKM to send a discussion paper to the board with a draft of the tender with salient features to include
  - Period of rights
  - Qualification
  - Minimum reach
- 26<sup>th</sup> November the board to meet again in Delhi to discuss the bid for TV rights

**At this point Sunil Gavaskar, Ravi Shastri, IMG and team from Adfactors rejoined the meeting.**

**8. Event Implementation:** IMG presented the event plan.

- Every match must have a consistent format whilst allowing each franchise to have their individuality as well
- Need to discuss and confirm what will be done centrally and what the franchise can do themselves like travel, hotel stay etc.
- The venues will have to be clean venues
- State association will make money as well and the break down will be explained to each state association.

**9. Prospective IPL Franchises List - we have a list of prospective franchise bidders and we will circulate it to them first.**



4

CHAIRMAN'S INITIALS	
------------------------	---

HELD AT \_\_\_\_\_

ON \_\_\_\_\_

TIME \_\_\_\_\_

10. Marketing and PR of IPL is in hand and IMG will get US and Central American agencies involved as well to get global marketing of IPL.
11. Timelines – were not discussed.
12. Franchise Coaching - IMG to send a base document and give the board a deadline to revert with suggestions/changes. If IMG doesn't receive the changes by the said date then they should proceed as if there were no changes.
13. Stadium Provision – It was agreed that ICC regulations will be followed giving clean stadiums to the IPL for matches. Should an Association fail to provide a stadium, they become illegible to hold matches. Stadiums that hold IPL matches will be paid substantial amounts from the IPL in the form of a venue fee with an allowance of tickets to fulfill their requirements.
14. There were no other items brought to the attention of the Chair and the Chairman thanked everybody for attending and reconfirmed that the next meeting will be on the 26<sup>th</sup> of November in Delhi. Time and venue to be confirmed.



5

CHAIRMAN'S INITIALS	
------------------------	--

HELD AT CRICKET CENTER, MUMBAI ON 14.01.08 TIME 1.00PM

**Minutes of the Opening of the Indian Premier League Media ITT  
1.00pm Monday 14<sup>th</sup> January 2008, Cricket Center, Mumbai**

The submission of the final IPL Media ITT and Agreement was extended with the approval of the IPL committee from 11.00am to 1.00pm.

**Present:**

Lalit Modi – Chairman and Commissioner, IPL  
Niranjan Shah  
Rajiv Shukla  
MAK Pataudi

**Special Invitees:**

Ratnakar Shetty  
Andrew Wildblood  
Balu Nayer  
Dhiraj Malhotra

**Leave of Absence:**

Sharad Pawar, President BCCI  
Shashank Manohar – President Elect, BCCI  
Arun Jaitly  
Chirayu Amin  
IS Bindra  
Ravi Shastri  
Sunil Gavaskar  
N. Srinivasan

1. The Chairman welcomed the bidders, World Sport Group, Sony and ESPN, and accepted the bids for the IPL Media ITT and granted leave of absence.
2. Before opening the bids, the Chairman informed the committee that NDTV had faxed this morning requesting that the submission be extended for another 48 hours. The request was denied.
3. The Chairman informed us that Sony had pulled out their individual bid to partner in a consortium with WSG.
4. The Committee proceeded to open Envelope A of the 2 bids which was the eligibility of the bidding company for the ITT. The IPL committee and both bidding parties were satisfied with the documents. It was observed that ESS had failed to comply with the eligibility criteria of the ITT by not producing a letter signed by the company complying with the eligibility.
5. ESS were questioned regards the same by the Governing Council and the letter was shown to the SONY – WSG group for their observations to which they stated that the decision was to be left to the discretion of the IPL Governing Council.
6. ESS were asked to leave the room as they had not complied with the eligibility criteria and were told that they would be able to re enter the bid should SONY – WSG fail to meet the eligibility criteria set out in the Media Rights Agreement.



1

CHAIRMAN'S INITIALS	
------------------------	---

HELD AT \_\_\_\_\_

ON \_\_\_\_\_

TIME \_\_\_\_\_

7. The Council went on to open the SONY – WSG bid which was compliant to the eligibility criteria.
8. The WSG Media Rights Agreement mentioned that as a part of the rights fee was reliant on the ratings delivery, it was suggested by the Chairman and IMG and agreed by the representatives of both SONY and WSG that, in the event of a shortfall between the amount paid over the 5 year term and the minimum license fee per season, then that shortfall would be made good at the end of the term to ensure compliance with the requirements of the reserve price per season by both parties.
9. It was agreed between the parties in the form of an agreement between IPL and Sony for Indian sub continent TV rights between IPL and Sony valued at 275 million ; and an agreement between WSG and IPL for ten years global media rights , all media platform neutral , with a carve out for the first 5 years of the India sub continent TV rights for USD\$ 642 million
10. WSG SONY won the bid with an offer of USD1.026 billion over a period of ten years, out of which USD 108 million would be allocated solely to marketing and promotion of the IPL
11. The Chairman closed the meeting at 2.30pm

|| →  
 || ∩  
 || ∩

*No agreement signed, in principle agreement reached it.*

*[Signature]*  
 25/01/08

CHAIRMAN'S INITIALS	<i>[Signature]</i>
---------------------	--------------------

HELD AT CRICKET CENTRE, MUMBAI ON 24.01.2008 TIME 2.00 PM

**Minutes of the IPL Governing Council Franchise ITT opening on Thursday January 24<sup>th</sup> 2008 at 2 pm at the Cricket Centre, Wankhede Stadium**

Prior to the meeting officially starting, the Chairman announced an extension for the submission of the Franchise Bids from 2.00pm to 2.30pm. By 2.20pm all bids had been submitted.

Please find attached as Annexure 1, the full list of names of the companies that bid and the date of their performance bids deposits.

1. The meeting was officially convened by the Chairman at 2.25pm where he welcomed and thanked everyone for their interest in the IPL and their submissions.

2. The Chairman explained to the house the process that would be followed which was that everyone was required to submit 2 envelopes, A and B. First envelope A would be opened and check if all the bids were in accordance with the BCCI- IPL requirements which were eligibility letter, certified true copy of the certificate of incorporation, certified true copy of the memorandum and articles of association, affidavit on Rs 100 stamp paper and duly notarized. If someone did not meet the eligibility criteria then their envelope B will not be opened and a decision on them will be taken later. Rest everyone's envelope B will be opened.

3. There were 11 bidders who submitted their Rs 20 crore guarantee by the stipulated time and their names as per annexure 1. However there were 3 groups who had submitted their bid after 3 pm on the 22<sup>nd</sup>. They were the future group, ICICI venture funds and Sahara hospitality Ltd. The Chairman then asked the house if someone had any objections to the 3 bidders who had submitted their bids late.

India Cements, Preity Zinta and UB group objected to the late bids as they were not in accordance with the terms and were not on time. After their objection John Loffhagen, said that IPL will not consider the late bids of the 3 groups on the basis that there were strong objections from the house and if any the remaining 11 groups failed in their bidding process then a decision would be taken on the 3 groups.

The 3 companies were also given a chance to explain the reasons for their late submission and to convince the house as to why they should be given a chance. However in spite of the 3 groups giving their reasons for the delay on submitting the 20 crores, the house still objected to their bids and they were asked to wait outside the room.

4. Then a representative from each company was made to sign their presence in the room before proceeding to open the bids. The following companies bids were opened and their A Envelope checked:

- GMR - Eligible
- Preity Zinta - Eligible
- DLF - Eligible

*[Handwritten signature]*  
25/01/08

1

CHAIRMAN'S  
INITIALS

HELD AT \_\_\_\_\_

ON \_\_\_\_\_

TIME \_\_\_\_\_

- Emerging Media. - Eligible
- Deccan Chronicles - Eligible
- Red Chillies Entertainments Pvt Ltd - Eligible
- Deutsche Bank - Eligible
- India Cements - Eligible
- Emerald Telecom Services Pvt Ltd. - Eligible
- The UE group - Eligible
- Rathi Priya Trading - Eligible

All 11 members qualified from round 1.

5. The Chairman explained that the process followed next would be that all financial bids would be opened and in case some bidder was H1 in more than one city then he would be called aside and would have to choose which city he wanted and then his bid for the other cities will not be considered and this process will continue till all 8 teams were won.

After all the finance documents were opened the Chairman invited the bidders from the highest to the lowest to choose their city of choice in the following order:

- Rathi Priya Trading Company Pvt Ltd were invited to choose the city of their choice as they had the highest bid and they chose Mumbai at USD\$111.9 million.
- Then Vijay Malaya of UB group was called as he had won the bid for USD\$111.6million and he chose Bangalore.
- Deccan Chronicle chose Hyderabad at a bid of USD\$107.01 million.
- The India Cements won Chennai at USD\$91 million.
- GMR won Delhi at USD\$ 84 million.
- Red Chillies Entertainment Pvt/ Ltd. Won Kolkata at USD\$75.09 million.
- Preity Zinta elected Mohali at USD\$76 million.
- Emerging Media won Jaipur at USD\$67 million.

- The process was complete as all 11 bids were opened. Once again the Chairman thanked everybody and said that the bids were very good and competitive. The winners and the city were announced to the house in the order of the highest bids.
- The Chairman closed the meeting at 4.05pm.

CHAIRMAN'S  
INITIALS

HELD AT CRICKET CENTER, MUMBAI ON 25.01.2008 TIME 11.00 AM.

Minutes of the IPL Governing Council Meeting, Friday 25<sup>th</sup> January 2008,11.00amCricket Center, Wankhede Stadium, Mumbai

The Meeting was opened by the Chairman at 11.00am.

In attendance were IPL Governing Council Members:

Lalit Modi – Chairman and Commissioner, IPL  
 Rajiv Shukla – IPL Member  
 Chirayu Amin – IPL Member  
 Niranjan Shah - IPL Member, Hon Secretary BCCI  
 MP Pandove Hon Joint Secretary BCCI  
 MAK Pataudi – IPL Member

Special Invitees:

Ratnaker Shetty CAO BCCI  
 Dhuraj Malhotra Director Marketing IPL

IMG Team:

Andrew Wildblood  
 Catherine Simpson  
 John Loffhagen  
 Michael Fordham  
 Ian Todd  
 Peter Griffiths  
 Balu Nayer

Leave of Absence granted to:

Sharad Pawar – President BCCI  
 Shashank Manohar – President Elect BCCI  
 N Srinivasan – Treasurer BCCI, IPL  
 Arun Jaitley – IPL Member  
 Sunil Gavaskar – IPL Member  
 IS Bindra – IPL Member  
 Ravi Shastri – IPL Member

**1. Chairman's Message:**

The Chairman congratulated all present and those given leave of absence for their hard work and success on the sale of the 8 Franchises on the 24<sup>th</sup> of January. He then went onto introduce Ian Todd to the members and asked him to give his perspective on yesterdays successful bid and why, when he was the head of Nike, made such a high bid for the Indian Cricket Team in December 2005. Ian explained that Nike believed that the only way to become the dominant apparel company in the sub continent was through cricket in India and he believed the price paid was only fair. He added that what IPL had achieved so far has never been achieved in any sport any where in the world.

**2. Ogilvy and Mather Presentation:**

Minutes of the IPL Governing Council, 25<sup>th</sup> January 2008

CHAIRMAN'S  
INITIALS

HELD AT \_\_\_\_\_

ON \_\_\_\_\_

TIME \_\_\_\_\_

The Chairman welcomed and introduced the creative Agency Ogilvy and Mather to all the members and special invitees prior to their presentation and explained that O & M would be partnering IPL as the IPL creative agency. The Chairman explained with the help of Bharat Patel, a colleague of Chirayu Amin and Chairman of Proctor and Gamble and AAI, a number of presentations with the top creative agencies had been arranged and post these, O & M was shortlisted for the presentation to the IPL. Prior to the start of the presentation, the Chairman explained that the aim of the creative agency was to achieve a TRP of 6 plus specially since we have on board the best players in the world.

The presentation was made, after which, it was agreed that IMG - IPL would provide a specific brief to O&M as to what they need to target and how they should take the creative project forward. It was also agreed that IMG would provide a person who would act as a clearing house between the IPL, Sony and the 8 Franchisees as each would have need to be on the same creative wave length.

### 3. Grounds:

(Brought forward from 12. Any other items by permission of the Chair)

The Chairman approved the hiring of Daljit Singh to inspect and ensure that all the 8 grounds would be ready for the League in April. Additionally, the best ground staff in India and other cricketing countries is to be hired for each of the grounds.

### 4. Mindshare Media Presentation:

Mindshare made their presentations based on a brief given to them by the Chairman and Bharat Patel. Post the presentation, the Chairman suggested that a further brief would be given to them on how to proceed in line with IPL - IMG.

### 5. Approval of January 14<sup>th</sup> Minutes:

The Chairman recapped the meeting's proceedings for the benefit of members that were not present at the same. He went on to explain the proceedings of the meetings in London to finalise the MRA's between Sony - IPL and WSG - IPL which as of now are firm and final for the next ten years.

### 6. WSG/SONY Ten Year MRA Approval:

The Chairman asked for the final approval of the board which was given by the IPL Members.

### 7. Approval of 24<sup>th</sup> January 2008 Bids and Minutes:

Approved by the Council.

### 8. Approval of O&M as the IPL Creative Agency:

The Chairman reminded the Council that at the last IPL Governing Council Meeting it has been agreed that Bharat Patel would be hired by the Board as a consultant to negotiate on behalf of IPL in deciding the Creative Agency and Media partner. The Council Approved the same.

### 9. Approval of Mindshare as the Media Partner:

Approved by the Council.

### 10. Approval of Adfactors Agreement:

Minutes of the IPL Governing Council. 25<sup>th</sup> January 2008

CHAIRMAN'S  
INITIALS

HELD AT \_\_\_\_\_

ON \_\_\_\_\_

TIME \_\_\_\_\_

Approved subject to negotiation of the financials.

**11. Player Auction Details:**

It was decided that the player auction would have to be regulated to ensure that one franchise is not stronger than the next. The ideas were as follows;

- (a) A Salary Cap on the Franchisee of USD\$ 5 Million;
- (b) Divide the players into groups and pools to be selected from;

It was proposed that each team owner would be given a number considered the salary cap either as a whole budget for the complete team or a salary cap per player. The formula and model is to be determined by the council and IMG.

Players not chosen become an IPL liability.

Issues that required clarification were also that if an icon player already represented one company away from his icon area, then could the IPL intervene in the Icon player leaving his area and it was decided by the Council that the IPL would not intervene and that the Icon player would have to play for the designated Franchise.

**12. Players Agreement:**

Members were asked to go through the final players contract.

**13. Any Other Items by Permission of the Chair:**

Please refer to Point 3 in these minutes for the item on Grounds inspection, grounds staff hiring which was raised early on in the session.

No other items were raised and the Chairman closed the meeting at 3.00pm.

*Approved.*  
*[Signature]*

Minutes of the IPL Governing Council, 25<sup>th</sup> January 2008

CHAIRMAN'S  
INITIALS

*[Signature]*

HELD AT CRICKET CENTER, MUMBAI ON 13.02.2008 TIME 4.00 PM

Minutes of the IPL Governing Council Meeting, Friday Wednesday 13<sup>th</sup> February  
2008, 4.00pm  
Cricket Center, Wankhede Stadium, Mumbai

The Meeting was opened by the Chairman at 4.20pm.

1. Attendance and Leave of Absence:

In attendance were IPL Governing Council Members:

Lalit Modi – Chairman and Commissioner, IPL  
Rajiv Shukla – IPL Member  
Chirayu Amin – IPL Member  
Niranjan Shah - IPL Member, Hon Secretary BCCI  
MP Pandove Hon Joint Secretary BCCI  
IS Bindra – IPL Member

Special Invitees:

Ratnaker Shetty CAO BCCI  
Sundar Raman  
Subhan Ahmad – Pakistan Cricket Board

IMG Team:

Tim Wright  
Balu Nayer  
Vandana  
Mehmood Abdi

Leave of Absence granted to:

Sharad Pawar – President BCCI  
Shashank Manohar – President Elect BCCI  
N Srinivasan – Treasurer BCCI, IPL  
Arun Jaitley – IPL Member  
Sunil Gavaskar – IPL Member  
MAK Pataudi – IPL Member  
Ravi Shastri – IPL Member

2. Confirmation of the Last Minutes – 25/01/08:

The minutes were confirmed and approved.

3. Item 9 was brought forward as the 3<sup>rd</sup> item – ICON Player Issue:

The members were of the opinion post a lengthy discussion that the ICON player issue should be resolved amongst the Franchisee's as one Franchisee, Chennai, was against the IPL Governing Council appointing additional ICON players to the IPL post the opening of the IPL Franchise ITT and should the Council make the decision it was explained they were liable to be taken to court for the same. It was therefore unanimously agreed that the Delhi and Hyderabad Franchisees should be instructed to write a letter to all the other Franchisee's asking them for their approval on the signing of ICON players for the Teams respectively.

Minutes of the IPL Governing Council, 13<sup>th</sup> February 2008



CHAIRMAN'S  
INITIALS



HELD AT \_\_\_\_\_

ON \_\_\_\_\_

TIME \_\_\_\_\_

4. Ratification of Contracts for Ravi Shastri, Sunil Gavaskar and MAK Pataudi: (Brought forward from 5.) The contracts were ratified by the council, one council member raised an objection to the amount however, the Governing Council agreed to the contract

4. Overview of IPL Workshop:

The Governing Council agreed that it was a success and congratulated the Chairman on the same.

5. Ratification of the Maxus Agreement:

The Chairman raised the issue of the signing for the agreement or its deferral and the Governing Council suggested that the MAXUS agreement be signed after the Chairman had conferred with the President of the BCCI on the same.

6. Ratification of the O & M Agreement:

The Chairman raised the issue of the signing of the Agreement or its deferral and the Governing Council suggested that the O & M agreement be signed after the Chairman had conferred with the President of the BCCI on the same.

7. Ratification of the Adfactors Agreement:

The Chairman raised the issue of the signing of the Agreement or its deferral and the Governing Council suggested that the Adfactors agreement be signed after the Chairman had conferred with the President of the BCCI on the same

8. Confirmation of the Appointment of Sundar Raman to IPL:

The Governing Council agreed and confirmed the appointment of Sundar Raman as the Chief Operating Officer of the IPL.

9. Formation of the Sub Committees:

The following Sub Committees were formed with Chairman and Co Chairman:

Sub Committee	Chairman	Co Chairman
Marketing	Chirayu Amin	
Cricketing	MAK Pataudi	MP Pandove
Ground/ Infrastructure	IS Bindra	
Venue Organising	Prof. Shetty	
Technical Committee	SM Gavaskar	
Anti Corruption/ Security	Nikhil Kumar	
Hospitality	Niranjan Shah	
Entertainment	Rajeev Shukla	
Ticketing		
Legal	Shashank Manohar	
Finance		

13. Any Other Items by Permission of the Chair:

No other items were raised so the Chairman moved on to the opening of the bids.

Minutes of the IPL Governing Council, 13<sup>th</sup> February 2008

CHAIRMAN'S  
INITIALS

HELD AT \_\_\_\_\_

ON \_\_\_\_\_

TIME \_\_\_\_\_

Welcomed the tenderers:

The chairman welcomed everyone and explained that 4 companies had submitted the bank drafts:

DLF Ltd

WSG on behalf of Hero Honda

Percept D mark on behalf of

21<sup>st</sup> Century

21<sup>st</sup> Century asked for permission to withdraw their bid as they were unable to specify the exclusive product exclusivity. The IPL Governing Council agreed to the bid being withdrawn after the Chairman asked for a decision for the same. The Chairman instructed that their deposit be returned.

PDM qualified on their pre qualification

DLF qualified the pre qualification

WSG qualified the pre qualification.

All three bidders eligibility letters conformed to the requirements set out in the ITT.

Envelope B:

The Chairman and the Council opened the 3 bids and the results were as follows in order from highest to lowest:

1. DLF – INR 40 crores per annum
2. Hero Honda – INR 30.6 crores per annum
3. PDM – INR 30.16 crores per annum

The Chairman announced that DLF had won the bid and they confirmed that their real estate division would be allocated to Product Exclusivity.

The Chairman announced that the first 4 years would be known as the DLF Indian Premier League.

The Chairman closed the meeting at 5.30pm. ✓



Minutes of the IPL Governing Council, 13<sup>th</sup> February 2008

CHAIRMAN'S  
INITIALS



HELD AT CRICKET CENTRE, MUMBAI

ON 03.04.2008 TIME 12.30PM

**Minutes of the IPL Governing Council on 3<sup>rd</sup> April 2008, Cricket Centre,  
Wankhede Stadium, Mumbai – 12.30pm**

1. **Leave of absence was granted to:**
  - a. Sharad Pawar – President BCCI
  - b. Shashank Manohar – President Elect BCCI
  - c. N. Srinivasan – Treasurer, BCCI
  - d. MAK Pataudi – Member IPL
  - e. Arun Jaitly – Member IPL
  - f. Chirayu Amin – Member IPL
  
2. Minutes from 25<sup>th</sup> February 2008 were approved and confirmed.
  
3. **IPL 2008 Production Contract with IMG**  
The Production Contract with IMG amounting USD\$7.98 million to at the rate of USD\$125000 per match was approved.
  
4. **Stadium Franchise and Host Venue Agreement**  
The Stadium Franchise and Host Venue Agreement was approved subject to modifications by President Elect BCCI Shashank Manohar and Joint Secretary MP Pandove. It was decided that the Venue Agreement be circulated to all venues for signatures and be returned in 5 days time. It was also resolved that for services to be provided – media communications, support staff, electricity, housekeeping, beautification, back up generators - the franchisee will pay a consolidated amount of INR 50 lakhs inclusive of 10 lakhs agreed upon in the workshop agreed upon in the workshop. This amount would also be inclusive of the preparation of the ground and wickets, practice areas and the maintenance staff for all services etc. All services to be clearly stated in the Venue Agreement. Mr. Pandove along with the Chairman were asked to finalize the Venue agreement.
  
5. **IPL Match Schedule 2008**  
The match Schedule as presented was approved for Season 1 2008.
  
6. **IPL Opening Ceremony 18<sup>th</sup> April 2008 and Closing Ceremony 1<sup>st</sup> June 2008**  
It was unanimously decided that for the Opening Ceremony on the 18<sup>th</sup>, only the 8 captains from the 8 teams were to be present and after the ceremony was complete, arrangements would be made for them to be sent back to their respective venues on the same evening. It was further decided that IPL would bear 50% of the costs of both Ceremonies and in exchange receive additional seats for the respective matches going forward.
  
7. **Finalization and Approval of the IPL Report For the BCCI Special General Meeting**  
The report was circulated to the members of the Governing Council and the draft report was approved subject to the incorporation of the decision of today's meeting of the GC.
  
8. **Confirmation on the Hiring of Star Commentators**

3<sup>rd</sup> April 2008 IPL Governing Council Minutes

CHAIRMAN'S  
INITIAL

HELD AT

ON

TIME

Mr. Lalit Modi explained the hiring of Ravi Shastri and Sunil Gavaskar after the expiry of their contract with ESS. The arrangement outlined by the Chairman was approved by the Governing Council and the Chairman was authorized to enter into contract with the commentators on the terms discussed.

#### **9. IPL PR Strategy**

The Adfactors PR strategy was approved subject to a decision that the PR agency would now concentrate on venue centric publicity.

#### **10. South African Player Issue**

The proposal outlined by the Chairman regarding the SA players was approved and the Chairman was authorized to finalize the financial arrangement as per the discussion in the meeting.

#### **11. Player Related Issues – Shoaib Akhtar**

The Shoaib Akhtar case was discussed and it was decided that he should not be eligible to play so long as the ban imposed on him by the Pakistan Cricket Board is stayed/suspended, repealed during the course of the appellate process.

#### **12. Franchisee Related Issues & Mumbai Franchisee Request**

The additional cost in respect of the Mumbai Franchisee playing at 2 venues amounting to USD\$510,000 was approved. It was decided that the cost would be borne by the Mumbai franchisee.

#### **13. IPL Official Photographer Policy for Syndication**

The proposal outlined by Sundar Raman was approved. In short, the proposal referred to copyright regarding all photos of IPL resting in IPL and reverting back in the case of newspapers and agencies in 24 hours. It was also resolved to authorize expenditure of USD\$60000 per year to official photographers of which 50% was to be paid by web portal licensee per annum.

#### **14. IPL Sponsorship/ Partnership Proposals**

Various sponsorship proposals relating to the sale of instadia rights, associate sponsorships had been signed. The list as follows was approved:

- IPL Title Sponsor – DLF at a total of USD\$50 million over 5 years.
- Associate Sponsor – Hero Honda at USD\$22.5 million over 5 years.
- Official Pouring Partner – Pepsico at USD\$12.5 million over 5 years. (100% revenue to be spilt across the franchises)
- Official Umpires Partner – Kingfisher at USD\$26.5 over 5 years.
- Official Hotel Partner – ITC at 60% discount for the first year.
- Official Airline Partner – Kingfisher at 50% discount plus customized routing and charters.
- MCC Spirit of Cricket - MCC and IPL entered into a partnership of understanding to promote the MCC spirit of cricket using DLF IPL as a platform.

#### **15. IPL Draft Match Schedule 2009**

A brief draft was presented and it was decided to enter into bilateral agreements with all full members incorporating the draft schedule as part of the agreement.

3<sup>rd</sup> April 2008 IPL Governing Council Minutes

CHAIRMAN'S  
INITIAL

HELD AT

ON

TIME

Following contracts were approved and ratified by the GC:

**16. Any other items by permission of the chair:  
Confirmations of Ratifications pertaining to IPL**

Web Portal Agreement for BCCI IPL is at USD\$ 50 million Minimum Guarantee over 10 years or 50% share of revenue, the greater of the two.

Contract with COO, Sundar Raman

Contract with Dhiraj Malhotra

Confirmation of Radhika Moolraj as Special Assistant to The Chairman and Commissioner IPL.



3<sup>rd</sup> April 2008 IPL Governing Council Minutes

2

CHAIRMAN'S  
INITIAL



**Minutes of the IPL Governing Council on 16th September 2008, Cricket Centre,  
Wankhede Stadium, Mumbai – 11.00am**

**1. Leave of absence was granted to:**

- a. Sharad Pawar – President BCCI
- b. Shashank Manohar – President Elect BCCI
- c. MAK Pataudi – Member IPL
- d. Chirayu Amin – Member IPL

**2. The following were approved and confirmed by the Governing Council:**

- Minutes from 3<sup>rd</sup> April 2008;
- IPL Report which was submitted to the BCCI SGM

**3. Update on Champions T20 League**

The Chairman explained in summary the concept of the Champions League: Champion League T20 as a structure would be as follows jointly governed by CA, CA and BCCI:

IPL – 50%

Cricket Australia – 30%

Cricket South Africa – 20%

While Cricket Australia and Cricket South Africa share in the revenue (less expenses) as indicated in the percentages agreed on, BCCI would be the only Board to have equity in the same.

Other countries participating in Champions had agreed that they would participate without earning revenue or having equity in the League and instead would receive a Participation Fee. The overall structure is that of an international tournament as approved by ICC.

**4. Update on Financials for IPL Season 2008 and Outlook for Season 2009**

A review of the income/ expenses was reviewed and explained.

**5. Recommendation on Merchandising Plan**

It was recommended to go ahead with the best merchandising deals that were on offer for IPL.

**6. Recommendation to hire commercial resource in IPL**

The recommendation was specifically for the hiring of a dedicated Financial resource for IPL which was to be further discussed between the Chairman and the Treasurer.

**7. Review of Season 2008 and recommendations of for 2009 and approval on various issues that arise from the same.**

**(a) Cricket Operations:**

▪ **Slow Over Rates**

It was agreed that during the first season, slow over rates were rampant across all matches. While teams were fined USD\$500 for each slow over rate, it had

16<sup>th</sup> September 2008 IPL Governing Council Minutes

CHAIRMAN'S  
INITIAL


HELD AT

ON

TIME

little or no effect in solving the problem, with 17 instances being cited as examples. It was suggested that instead of a financial penalty, a reduction in the number of minutes toward the innings should be applied as a penalty. It was decided that during all matches, the over rates should be displayed for everyone to be clear on the timing of the overs. It was further recommended that Ravi, Sunil and MAK Pataudi decide on the final penalty for slow over rates and revert back to the Governing Council.

- **Point Scoring**
- **Playoff Qualification**

The recommendation for year 2 was that the playoff remains as is with the prize money reducing with each team further down the League standings.

- **Anti Doping:**

It had been decided that Anti Doping for IPL going forward would be governed by IPL going forward in that it would be run and administered under the ICC guidelines of International Cricket. It was also decided that the BCCI would have to be WADA compliant by 2009. All franchise's would have to the Doping tests of all their players prior to the IPL.

- **Anti Corruption**

After a review of the last season it was decided that ICC would send a detailed proposal with a costing to oversee the efficient execution of Anti Corruption in IPL going forward. With not enough control mechanisms in place on all the grounds for the same to be implemented it was decided that the dressing room and the dug outs would be completely sanitized going forward with only one or two authorized personnel allowed in the area from the Franchise. Chairman to go ahead with the best proposal

- **Home Venues**

It was suggested that as with Mumbai using more than one venue to stage its matches, moving forward each Franchise can make use of the stadiums and facilities in its catchment areas to play their matches. This item was to be further examined and to be decided upon at the next GC meeting.

- **Friendly Matches**

It was decided after due consideration that IPL Franchises would not be given permission to play matches against each other between seasons. Friendly matches abroad subject to BCCI and State Association approvals were also discussed however the conclusion was that there would be a blanket ban on all friendly matches for the time being.

**(b) Infrastructure and Facilities:**

- **Upgradation**

HKS were appointed by IMG to do site visits of all the stadia to recommend to the IPL the minimum levels of acceptability in terms of infrastructure and facilities so as to raise the standards of the same to an international level.

It was decided that each ground should be incentivised in terms of providing the best infrastructure/grounds/pitches and facilities on a match to match basis. So post IPL each venue would have its own 'league' standing in terms of the condition of all of their facilities. The top most would receive INR50 lakhs and the second would receive INR30 lakhs.

16<sup>th</sup> September 2008 IPL Governing Council Minutes



CHAIRMAN'S  
INITIAL



HELD AT

ON

TIME

- **Turnstiles**

It was decided that all venues would have to install turnstiles in their stadia and pay for the same from the monies being paid to them by IPL.

- **Ground and Pitches**

All grounds would be required to have mechanisms in place to fall in line with proper draining and flood management.

- **Anti Doping Facilities**

All venues used to play IPL matches would have to have an anti doping facility.

- **Venue Agreement**

In 2008 it had been agreed that the Franchises would pay the staging association INR50 lakhs for which there have been discrepancies between the Franchises and the Associations. To solve this problem it was decided that the amount would be deducted from the Central Revenue share allocated to the relevant Franchisee and paid to the staging association.

KKR submitted a plea to the IPL Governing Council stating that the Cricket Board of Bengal had charged them INR8 crores for staging the matches in Season 1. The Governing Council rejected the 8 crore bill and decided that only INR50 lakhs per match was payable, less any payments already done.

**(c) Match Day Operations:**

- **Entertainment Tax**

A stadia by stadia audit to be done to determine the best way to address entertainment tax on hospitality and complimentary tickets.

- **Player Security**

It was agreed that IPL would use Bob, Nicholls and Steyn for season 2.

- **Team Discipline/ Player Discipline**

IPL would set up an appellate Disciplinary Commission which would also oversee the running of Disciplinary Committee to be represented by each Franchise. Guidelines would be drawn up for implementation of the same.

- **Stadium Security**

Arun Jaitly to oversee IMG's stadia disaster management plan and appraise the security detail intergrated in the same with special attention to be paid to the exits and the entrances'.

- **Move of a Franchise from its current venue to a different one**

The example of KKR was cited with a query from the franchise asking if would be possible to move from Kolkatta to another venue with the immense problems being posed to them by the new CAB regime. The Governing Council agreed that they would intervene on behalf of the franchise and attempt to resolve the situation with a deadline of mid-November post which if there is no resolution, the request to move to another venue would be seriously considered.

- **ICC Proposal for Anti Corruption**

Regards the proposal sent in by the ICC which summarized and broken up totaled USD&1.2 million, it was decided that IPL would bear the cost of the travel and accommodation and these costs would then be negated from the propped budget from the ICC. Chairman was authorized to negotiate what's best for IPL.

16<sup>th</sup> September 2008 IPL Governing Council Minutes

CHAIRMAN'S  
INITIAL

HELD AT

ON

TIME

- **Play Offs**

Play Offs going forward, would be run and operated by the IPL. The 2 winning teams, winner and runner up, would be given the choice of staging the play offs each year with an incentive attached the same. The 2009 opening match would be held in Jaipur with the play offs decided between Teams in the League Standing in positions 1 and 2 respectively. All revenues and costs for the Play Offs going forward would be earned and borne by the IPL of which 25% would go to the Semi Finalist and 50% would go to the Finals as the incentive for each team to strive to reach the top of the league standings.

**(d) Commercial**

- **TV Production**

IPL would release an ITT for TV Production for year 2 onwards.

- **IPL Official Partners**

3 partner slots had been unused during IPL Season 1 of which one more was sold – DTH – which was tendered out and Big TV won with a bid of USD\$7.9 million dollars. They would be given 8 perimeter boards on each ground of the IPL quota of boards. It was approved in principle that IPL could sell the rights for a Broadband partner.

- **Hospitality for the Central partners**

It was decided that the same would be discussed at the IPL Workshop in October with IMG in charge of evaluating the same with the Franchisees.

- **Central Sponsor Activation**

- **IPL Brand Management**

IMG showcased the developed logo for IPL going forward into year 2 and the Governing Council approved the secondary logo.

- **Player Contract Registration**

A resolution was passed that going forward all player contracts would be handed into the IPL within 7 days of being signed between the Franchise and the Players. Should this not happen, the money from the Central Revenue would not be released to the relevant Franchise.

- **Intranet Site**

IMG showcased the Intranet site to the Governing Council and after explaining the same agreed that all governing council members would have access to the IPL Intranet site with each logon being registered.

**8. Process for Player Transfers and new players to be added to teams and to decide the timings for the same.**

It would remain the prerogative of the Franchise to be involved in the Player Trading Window. The timelines set out were as follows:

Prior to 15<sup>th</sup> December 2008, the Franchises would declare its list of players for trading.

Between 15<sup>th</sup> December 2008 to 15<sup>th</sup> January 15<sup>th</sup> 2009 the Player trading would begin whilst being regulated by the IPL.

A player could be sold for less than what he was originally bought for in year 1. In the event that he was sold for more than the original amount the revenue on the

HELD AT

ON

TIME

same would be shared between the player and the Franchise with the player taking 25%.

Franchises would have the option to buy out the contract of any of the players on their team. The trading and buy out window would be closed on 22<sup>nd</sup> January 2009.

**New Players Auction – 29<sup>th</sup> January 2009 (tbc)**

A resolution would be passed that the IPL Governing Council will not deal with or work with Agents in the future to prevent the agents from influencing the outcome of the players and IPL. John Loffhagen at IMG was designated to draft the Resolution for approval and ratification.

Albie Morkel who plays for Chennai requested that his contract with IPL be changed from a Firm to a Basic and it was decided that this matter would be resolved between CSK and the player.

#### **9. Finalize and Agree on IPL Schedule 2009**

The date for the season was presented and agreed as 10<sup>th</sup> Apr to 24<sup>th</sup> May. The details of the schedule to be worked out.

#### **10. Presentations on How to Upgrade the Fan Experience in the stadiums & also to lay down the minimum upgradation requirements by the Host Venue for Season 2:**

Blue Foods presented what they could do for the stadia and post their presentation were asked to do complete a stadia by stadia recce and audit on the best way to upgrade the hospitality facilities and to package and intergrate their existing structure into our current structure to upgrade the eating experience. Once the audit was complete they were asked to present new schematics for each stadia at the next GC meeting.

#### **11. Maxus and Mindshare Findings Presentation**

The media agency presented the findings from research on the television ratings and performance of IPL. The ratings were the highest for any sports activity in the country in it's first year and IPL was rated as the highest rated TV program on television during the entire season.

#### **12. Research Co Findings Presentation**

Repucom was commissioned to conduct a research on the exposure of brands on IPL. The agency presented the value of exposure of IPL delivered across the world for the sponsor brands along with a global comparison of IPL against EPL, ICC tournaments, other global events including golf. It was unanimously agreed these finding be shared with the sponsors. It was also proposed that Repucom study be done for all BCCI matches. Sundar to discuss and agree the scope of this work.

16<sup>th</sup> September 2008 IPL Governing Council Minutes

CHAIRMAN'S  
INITIAL

HELD AT

ON

TIME

**13. Further Agenda Items**

1. Approval to Hire Finance Resource – was brought up at the beginning of the session and it had been decided that this would be discussed between the Chairman and the Treasurer.
2. Recommendation to Hire a Production Resource – it was decided to hire a production resource. Chairman was authorized to do the same.
3. It was approved that the IPL would release RFP's for various suppliers like Hotel Accommodation/ Production/ Replay Screens/ Look and Feel/ Airlines and to appraise the members of our first season experience.
4. The Reliance Big TV Contract was approved and ratified.
5. The various communications from the Franchisees which were mainly in reference to technical aspects were deferred to the technical committee whilst others were ratified early on. All communications were tabled.
6. The Vodaphone Contract was approved.
7. The Citibank Contract was approved.
8. The Hero Honda contract was approved.
9. The Kingfisher Contract was approved.
10. Sunil Gavaskar and Ravi Shastri's Commentator Contracts were ratified.
11. Approval on the MCA & IPL offices contract was deferred to the BCCI.
12. Audited accounts for submission to the BCCI AGM were approved.
13. Resolution was passed for money from the Central Revenue Kitty to be deducted from franchisees who had defaulted on payments to suppliers – specifically mentioned was the non-payment to DNA Networks by Mumbai Franchisee for IPL closing ceremony
14. Recommendation regards the Finals weekend for the going forward was reviewed and ratified earlier on in the agenda in the section entitled Play Off's.
15. Bills for purchase of all domain names purchased on behalf of BCCI by Lalit Modi for reimbursement were approved.
16. Payments regards CAB were discussed earlier on in the agenda and it had been decided that only INR50 lakhs per match, less any expenses already done would be paid by KKR to the CAB not the INR 8 Crore.

**14. Any other items by permission of the chair:**

There were no other items to be discussed, Chairman closed the meeting at 5.00pm.

16<sup>th</sup> September 2008 IPL Governing Council Minutes

CHAIRMAN'S  
INITIAL

HELD AT

TAJ VILLAGE, GOA

ON 05.02.2009 TIME 10.30 AM

ITEM 2 a.**Minutes of the Governing Council Meeting of Indian Premier League held on 5<sup>th</sup> February 2009 at 10.30 AM at Taj Village, Goa**

The following members were present:

- |                       |                      |
|-----------------------|----------------------|
| 1. Mr. Lalit Modi     | Chairman             |
| 2. Mr. Niranjan Shah  | Vice Chairman        |
| 3. Mr. Arun Jaitley   | Member               |
| 4. Mr. Chirayu Amin   | Member               |
| 5. Mr. I S Bindra     | Member               |
| 6. Mr. Rajiv Shukla   | Member               |
| 7. Mr. M A K Pataudi  | Member               |
| 8. Mr. Ravi Shastri   | Member               |
| 9. Mr. Sunil Gavaskar | Member               |
| 10. Mr. N Srinivasan  | Hon. Secretary, BCCI |
| 11. Mr. M P Pandove   | Hon. Treasurer, BCCI |

In Attendance:

1. Mr. Sundar Raman
2. Ms. Radhika Moolraj
3. Mr. Dhiraj Malhotra
4. Ms. Poorna Patel
5. Mr. Prasanna Kannan
6. Mr. P B Srinivasan
7. Ms. Akhila Kaushik
8. Mr. K S Viswanathan

1. Chairman welcomed the members. Leave of absence was granted to Mr. Shashank Manohar, President, BCCI and Mr. Sanjay Jagdale, Hon. Jt. Secretary, BCCI and Mr Faoq Abdullah - Member GC.

**2. Confirmation of the Last Minutes 16<sup>th</sup> September 2008:**

Minutes of the last meeting were confirmed as true record of the meeting.

**3. Player Auction Update:**

Chairman informed the members that Michael Clarke from Australia has pulled out from auction. Members decided that Michael Clarke would not be a part of the auction next year as well. If he decides to partake in IPL in the future, the matter would be referred to the Governing Council.



The Board of Control for Cricket in India, Cricket Centre, Wankhade Stadium, 'D' Road Churchgate, Mumbai - 400020

CHAIRMAN'S  
INITIAL

HELD AT	ON	TIME

#### 4. Update on Champions League T20

CLT20 has been re scheduled from December 2008 to October 8<sup>th</sup> to 23<sup>rd</sup> 2009 with venues to be decided in India. Total number of games is 23. Chairman asked for recommendations on Members views on the venues for CLT20. Members felt that IPL venues should be given first preference for hosting CLT20 and then other factors including but not limited to weather, logistics etc should be taken into account before deciding. Chairman accepted the recommendation and has assured that IPL venues would get first preference.

Chairman has explained to the members that as per the agreement with ESPN for CLT20 if 12 teams were to play in the league, then IPL would have to select the third team for CLT20. He explained that since the CLT20 Board has not decided on the number of teams yet, this may not be the possibility in 2009.

Since the first edition of CLT20 was postponed, the two IPL teams that qualified for CLT20 2008 will not be automatically eligible for 2009 event. The finalist of IPL 2009 would qualify to play in CLT20 2009. Chairman also explained to members that both the teams that qualified for CLT20 2008 has written email to him for compensation of loss of revenue. Mr. Arun Jaitley asked whether providing compensation or providing the slot in CLT20 league was a legal right as per the agreement with the franchisees. Chairman pointed out that even though it is not a legal right of the franchisee that IPL should compensate them for cancellation of CLT20, it is a moral obligation of the IPL to do so, since from 2009, team qualifying for finals would qualify to play in CLT20. Members unanimously agreed that compensation has to be provided to the teams on cancellation of the CLT20 event and that a precedent needs to be set to solve the quandary for the future. Members authorized the Chairman to discuss and finalise with both teams on compensation after taking into account the team's potential revenue loss and other costs incurred by them.

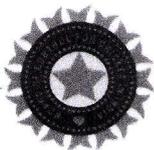
#### 5. Budget for IPL Season 2009 for Approval:

The budget for the season 2009 as presented was approved by the members. The approved budget is submitted as annexure 1. The Chairman was authorised to go into finer details and execute and implement the same.

#### 6. Ratification and Approvals:

##### a. Approval of IMG Contract

Chairman explained to the members of the renegotiated contract with IMG where in it was decided that IMG fees will be capped at Rs. 33 Crores per season plus applicable service tax from 2009 till 2017. Mr. Bindra expressed that the obligations and deliverable of IMG need to be fixed properly and same needs to be monitored year on year. Members agreed with Mr. Bindra and requested Chairman and Hon. Secretary to finalise the contract after explicit definitions of their deliverables.



The Board of Control for Cricket in India, Cricket Centre, Wankhade Stadium, 'D' Road Churchgate, Mumbai - 400020

CHAIRMAN'S  
INITIAL

HELD AT

ON

TIME

b. Appointment of Ms. Poorna Patel

Ms. Poorna Patel's appointment as Manager, Hospitality in an honorary role from September 2008 was ratified.

c. Appointment of Mr. Prasanna Kannan

Mr. Prasanna Kannan's appointment as Manager, Business & Commercial Services in an honorary role from October 2008 was ratified.

d. Ratifications & Approval of Expenses

Members approved the equal split of payment of pouring rights awarded to Pepsi for Rs. 10 Crores to all eight franchisees for the 2008 season and recommend the same to be paid forthwith.

Members ratified the appointment of M/s DNA Entertainment Ltd. for opening ceremony and closing ceremony for a cost of Rs. 1.68 Crores and Rs. 2.87 Crores respectively. Members also ratified the travel and stay expenses made on invitations to Association Secretaries, Presidents and also officials from other Boards and Guests of the IPL.

The proposal of appointing M/s DNA Entertainment as event managers for opening and closing ceremony for 2009 was discussed in detail and Members requested the Chairman to get competitive quotes on a like to like basis if possible, before appointing M/s DNA Entertainment as event managers for opening and closing ceremony for IPL 2009. Members authorized the Chairman to take a final decision in this matter.

Members ratified the system of charging actual expenses for IPL staff and authorized Chairman, IPL and or Hon. Secretary, BCCI to decide on the eligibility and norms.

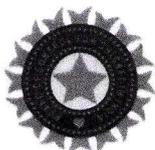
Members authorized Chairman, IPL to shortlist and finalize the terms for the candidates for Logistics assistant, administration executive, Web Manager, Web Assistant and for two office assistants for the office of IPL.

e. Purchase Procedures

It was decided that wherever possible multiple quotes would be got for purchase of goods / services for value of purchases that are more than Rs. 50 Lakhs. It was decided to authorize Chairman to decide on purchases less than Rs. 50 Lakhs. If multiple quotes are not received for a particular purchase of good / service more than Rs. 50 Lakhs, the purchase of such goods / services would have to be specifically approved / ratified by Governing Council. Members approved the Purchase procedures.

f. Approval of Production Partners

Mr. Bindra and Mr. Rajiv Shukla pointed out that IPL has to get competitive quotes for appointment of media production partners. It was also decided that tenders need not be invited from competing broadcaster companies and the tender would be only from neutral production companies. Members authorized the Chairman to issue tenders for production partners and decide and finalise on the Production partner.



The Board of Control for Cricket in India, Cricket Centre, Wankhade Stadium, 'D' Road Churchgate, Mumbai - 400020

CHAIRMAN'S  
INITIAL

HELD AT	ON	TIME

g. Appointment of Security Experts – Nicholas Steyn Associates

Members approved the appointment of Nicholas Steyn Associates for Security and for Anti Corruption unit for IPL for a three year term till 2011. Members also authorized the Chairman to decide on the terms of the contract.

h. Appointment of TCM as Implementation Agency

Members approved the appointment of TCM for on ground implementation agency for look and feel for a period of 3 years. Members also authorized the Chairman to decide on the terms of the contract.

i. Appointment of Auditors for IPL 2008

Members approved the appointment of M/s S B Billimoria as auditors to audit the Franchisee Share payable from the Central Rights Revenue. Members also authorized Chairman to decide on the terms of the appointment. For the purpose of share payable to franchisees, it has been decided that the following expenses will be treated as league expenses

- a. Production Expenses
- b. Umpires Fee & Expenses
- c. Match Referee Fee & Expenses
- d. Anti Corruption Fee & Expenses
- e. Anti Doping Fee & Expenses

j. Prize for the Best Outfield

Members approved the release of Rs. 50 Lakhs to Tamil Nadu Cricket Association and release of Rs. 25 Lakhs for Punjab Cricket Association for having the won the 1<sup>st</sup> and 2<sup>nd</sup> prize respectively for having the best outfield for IPL 2008.

k. Slow Over Rate Penalties:

Members approved the following slow over rate penalty proposal

First offence – The captain will be fined 20,000 US\$ from his fees.

Second offence – The captain will be fined 40,000 US\$ and also each player in the playing 11 will be fined 10,000 US\$

Third offence - The captain will be fined 50,000 US\$ and also each player in the playing 11 will be fined 20,000 US\$ and the captain will be banned for the two matches.

Match referee to take into account all factors before the slow over penalties are implemented.



The Board of Control for Cricket in India, Cricket Centre, Wankhade Stadium, 'D' Road Churchgate, Mumbai - 400020

CHAIRMAN'S  
INITIAL

HELD AT	ON	TIME

I. Other Items on discussions

IPL Venue agreements were discussed. There were two options approved by the GC that would be made available to State Associations :

1. The Franchisee would have to pay the state association Rs. 10 Lakhs plus applicable service taxes for providing basic services like providing ground, stadium, pitches, lights, etc.
2. The Franchisee would have to pay the state association Rs. 50 Lakhs plus applicable service taxes for providing all services in respect to staging of the matches. This would include but not limited to security, police bondobust during matches, getting all permissions etc.

The members felt that the State Association should have the option of choosing between the two options available and the members authorized the Chairman along with Hon. Secretary, BCCI and Hon. Treasurer, BCCI to finalise the terms of the agreement with State Associations.

Chairman explained to the members on the prevailing security conditions, all venues of IPL should have turnstiles and CCTV. Chairman also pointed out that it may not be possible to install turnstiles in all 8 venues before IPL 2009 and it was proposed that phase by phase over a period of 2 years that turnstiles would be installed in all venues. Members authorized the Chairman to get quotes from various parties for turnstiles and for CCTV, decide on the vendors, purchase the equipments and charge the associations from the IPL subvention payable to them.

The Chairman had explained the members that Mr Haroon Logart CEO of ICC had requested for the services of Mr Dhiraj Malhotra till the end of the T20 World Cup in England. The Chairman explained that Mr Malhotra had committed to ICC for one event before he joined IPL in October 2007. Since the Champions Trophy 2008 was cancelled, Mr Haroon had requested Dhiraj to continue till World Cup 2009. The same was approved by the members.

Members took serious note of the breach by MSM (Sony) and subsequent notice sent by IPL for the breach for not providing the first right of refusal for IPL sponsor (BIG TV) and the pull out by BIG TV for that. Chairman also pointed out the other material breaches by MSM (Sony) and the members authorized Chairman to take necessary action against MSM and try and sort out the same and if no solution is found to the Satisfaction of IPL, Chairman was authorised to find an alternative solution. In finding a solution Chairman was authorised to finalise adding a 5 min break after every 10 overs and also negotiate financial revenue for the same to IPL.

With regards to the Deccan Chargers concerns regarding the poor state of infrastructure at Rajiv Gandhi International Stadium, the members requested Hon. Secretary to send a team of officials to visit the stadium and submit the report to the Governing Council.

In regard to Venue for Opening and Closing ceremony the Chairman updated the Council in regard to the situation. The Council authorised that Chairman to take a final decision where to hold the same taking into account the developing situation. Further all Franchisee were authorised to use upto two stadiums in there catchment area to hold there matches. They can schedule there matches between the two stadiums as they wish. Chairman was



The Board of Control for Cricket in India, Cricket Centre, Wankhade Stadium, 'D' Road Churchgate, Mumbai - 400020

CHAIRMAN'S  
INITIAL

HELD AT	ON	TIME
---------	----	------

authorised to work this with them. All additional Venue production costs would be borne by the IPL as this will help IPL expand to new towns.

Shri Rajiv Shukla and Shri Arun Jaitly bought up the issue in regard to political advertising in the IPL. The matter was debated at length and the Governing Council unanimously passed a resolution that no form of Political advertising should be allowed in IPL directly or indirectly. All partners of IPL such as Media rights holders, franchisees etc should be informed of the same. IPL should ensure that it remains free of any political advertising in any form. In other words Sony, WSG feeds should contain no political ads by parties and also Teams should not be allowed to give there advertsing inventory to any political parties.

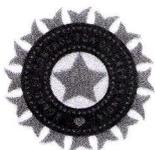
**7. Players Update – Trading/Auction:**

Members took note of the denial of permission by Government of Pakistan to the players for participating in IPL 2009. Members also took a strong view on Md. Yousuf joining ICL after he was paid fully by IPL for the season 2008. It was decided that the amount paid to Md. Yousuf by IPL on a good faith would be debited to Pakistan Cricket Board and recommended that suitable Civil or Criminal action should be taken against Md. Yousuf after consulting with President BCCI, Mr. Shashank Manohar.

Members took note of seven players who have been traded during the IPL trading window and also took note on the uncapped player signings and players buy out contracts by Franchisees.



Chairman



The Board of Control for Cricket in India, Cricket Centre, Wankhade Stadium, 'D' Road Churchgate, Mumbai - 400020

CHAIRMAN'S  
INITIAL



HELD AT

ON

TIME

## Annexure 1

Budgeted Income & Expenditure for IPL - 2009 in Rs		
Media Rights	MSM	2,200,000,000
	WSG	200,000,000
	<b>Total Media rights</b>	<b>2,400,000,000</b>
Sponsorships	DLF	400,000,000
	Hero honda	180,000,000
	Vodafone	198,000,000
	Kingfisher	212,000,000
	Citibank	180,000,000
	Web	80,000,000
	<b>Total Sponsorship</b>	<b>1,250,000,000</b>
	Franchisee Consideration	2,894,400,000
Misc Income	50,000,000	
<b>Total Income</b>	<b>6,594,400,000</b>	
League Expenses	Production Expenses	500,000,000
	Umpire Fees	23,246,000
	Referee Fees	6,000,000
	Match Official Expense	20,000,000
	Anti Corruption & Security	24,480,000
	Anti Doping Fees	2,500,000
	<b>Total League Expenses</b>	<b>576,226,000</b>
	Other Expenses	Subvention to Associations
Franchisee payments		2,224,564,400
Advertisement and Promotions		400,000,000
Look & Feel		28,000,000
Replay Screens		45,000,000
Match Tickets for sponsors		100,000,000
Team and Sponsor Mats		7,500,000
IMG Fees		370,788,000
Prize Money		150,000,000
Payment to Un auctioned Players		44,745,600
Accreditation		10,000,000
Insurance		20,000,000
Opening & Closing Ceremony		50,000,000
Merchandise		5,000,000
Governing Council Meeting Expenses		4,500,000
Franchisee Workshops		7,500,000
Hospitality Cost		10,000,000
Travelling Expenses		25,000,000
Staff Salary Costs		25,000,000
Professional Costs		5,000,000
Admin Expenses	100,000,000	
<b>Total Other Expenses</b>	<b>5,658,678,000</b>	
<b>Surplus</b>	<b>359,496,000</b>	



The Board of Control for Cricket in India, Cricket Centre, Wankhade Stadium, 'D' Road Churchgate, Mumbai - 400020

CHAIRMAN'S  
INITIAL

HELD AT

ON

TIME

CHAIRMAN'S  
INITIAL

HELD AT

ON 21.03.09 TIME

ITEM 2 b**Minutes of 22<sup>nd</sup> March 2009 Emergency meeting with the franchisees prior to moving IPL 2009 to South Africa.*****The following members were present:***

Mr. Lalit Modi	Chairman
Mr. Niranjan Shah	Vice Chairman
Mr. I S Bindra	Member
Mr. Rajiv Shukla	Member
Mr. Shashank Manohar	President, BCCI
Mr. N Srinivasan	Hon. Secretary, BCCI
Mr. Sanjay Jagdale	Hon. Jt. Secretary, BCCI
Mr. M P Pandove	Hon. Treasurer, BCCI

***In Attendance:***

Mr. Sundar Raman  
 Mr. Dhiraj Malhotra  
 Ms. Poorna Patel  
 Mr. Prasanna Kannan

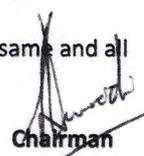
Chairman explained to the members that decision was taken in the emergent working committee of the BCCI that the IPL 2009 has to be moved out India to UK or South Africa due to the Government's inability to provide security to the matches in India due to the workload during elections.

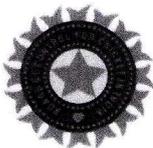
It was also explained to the members that due to the shift of the tournament outside India, additional expenditures for the Franchisees have to be borne by IPL. In this regard, the following decisions were taken:

1. Gates Revenue will be centrally managed by IPL and all the gates revenue will revert back to the Franchisees equally after deducting all ticketing expenses.
2. Business class travel fare from India to SA / UK will be reimbursed subject to a maximum of 30 members of Players and support staff.
3. Additional Costs for travel and hotel will be borne by IPL for the Franchisees due to shift.
4. There would be no concept of home and away games. The teams will be playing each other twice.
5. Loss of sponsorship / ticket revenue and extra costs for Franchisee due to movement of the games from India to outside will be reimbursed on a case to case basis.
6. Stadium / Host Agreement will be signed by IPL with the respective board / stadiums. The cost of which will be borne by IPL.

Chairman also said that due to the shift of the tournament, there will be an additional expense from the approved budget to the tune of Rs. 100 Crores. Members unanimously approved this and asked the Chairman to proceed with the proposal and shift the tournament outside India since cancelling the tournament is not an option.

All franchisee owners and representatives were than invited to the meeting and apprised of the same and all unanimously supported the move to hold the matches this year either in SA or UK .

  
Chairman



The Board of Control for Cricket in India, Cricket Centre, Wankhade Stadium, 'D' Road Churchgate, Mumbai - 400020

CHAIRMAN'S  
INITIAL



HELD AT CRICKET CENTRE

ON 11.08.2009 TIME 12.00

**DRAFT  
MINUTES**

**Minutes of the Governing Council Meeting of Indian Premier League held on 11<sup>th</sup> August 2009 at 12.00 Noon at Cricket Centre, Mumbai.**

The following members were present:

Mr. Lalit Modi	Chairman
Mr. Niranjan Shah	Vice Chairman
Mr. I S Bindra	Member
Mr. Rajiv Shukla	Member
Mr. M A K Pataudi	Member
Mr. Ravi Shastri	Member
Mr. Shashank Manohar	President, BCCI
Mr. N Srinivasan	Hon. Secretary, BCCI
Mr. Sanjay Jagdale	Hon. Jt. Secretary, BCCI
Mr. M P Pandove	Hon. Treasurer, BCCI
Prof. R S Shetty	Special Invitee

In Attendance:

Mr. Sundar Raman  
Mr. Prasanna Kannan  
Mr. K S Viswanathan  
Mr. P B Srinivasan  
Ms. Akhila Kaushik  
Mr. Deepak Sharma  
Mr. Naresh Goel  
Mr. Abhishekh Mookherjee  
Mr. P S Rajan

Chairman welcomed the members.

Leave of absence was granted to Mr. Chirayu Amin, Mr. Arun Jaitley, Mr. Farook Abdullah, and Mr. Sunil Gavaskar.

## 2) Minutes:

### a) Minutes of last meeting – 5 Feb. 2009 in Goa.

Members unanimously approved the members.



The Board of Control for Cricket in India, Cricket Centre, Wankhade Stadium, 'D' Road Churchgate, Mumbai - 400020

CHAIRMAN'S  
INITIAL

HELD AT	ON	TIME

~~DRAFT~~  
MINUTES



**b) The Minutes Of 22<sup>nd</sup> March 2009 emergency meeting with the franchisees prior to SA Decision**

Members unanimously approved the members.

**3) Champions League T20 Update**

Chairman briefed about CLT20 2009 and the opening match will be held at Bangalore on 8<sup>th</sup> October 2009, and the finals will be held at Hyderabad on 23<sup>rd</sup> October 2009. He explained to the member that 3 teams from IPL, 2 teams from Australia, 2 teams from South Africa, 2 teams from England, 1 team each from Sri Lanka, West Indies and New Zealand are invited to play the tournament.

Even if Northamptonshire, one of the teams from England, qualifies for the finals of English T20 League (qualifying tournament) it will not qualify for the Champions League because 4 of the players playing in the qualifying tournament are still playing in unauthorised tournaments. ESS who is the commercial partner for CLT20 would prefer the 4<sup>th</sup> Indian team to participate instead.

President, Mr. Shashank Manohar informed the GC members that having the 4<sup>th</sup> team in CLT20 event is not ideal as it lowers the value of IPL and requested for alternatives including having 11 teams in such a scenario.

Chairman explained that as per contract with ESS it may not be possible to play 23 games with 11 teams. GC authorised the Chairman to take a decision in this regard.

**4) IMG Contract and the way forward**

Initially a MOU was signed with the IMG, as event partners under which it was agreed that 10% of the gross IPL revenue received by BCCI would be paid to IMG as fees.

Later certain members thought that, in spite of the MOU, the IMG fees were too high. The GC had authorized Chairman and Hon. Secretary, BCCI, to renegotiate the same with IMG and fix a fee instead of a percentage.

After subsequent discussions between the Hon Secretary and Mr. Andrew Wildblood of IMG, a flat fee of Rs.33 crores a year was proposed by the Hon Secretary to Mr. Wildblood who accepted the proposal. This was approved by IPL GC held in February 2009 and the Finance Committee also and whose Minutes were approved by the Working Committee. Subsequent to the approval decision, some members of the BCCI had in the Working Committee in April expressed dissatisfaction about the arrangements and wanted substantiation of IMG services.

Mr. Shashank Manohar, President, BCCI, and the Hon Secretary met with IMG in London and



The Board of Control for Cricket in India, Cricket Centre, Wankhede Stadium, 'D' Road Churchgate, Mumbai - 400020

CHAIRMAN'S  
INITIAL

HELD AT\*

ON

TIME

**DRAFT  
MINUTES**

informed them of the Working Committee comments and had asked IMG to give a revised proposal acceptable to BCCI, within end of July 2009. President also explained to the members that IMG has not given any revised proposals till date. At that point Chairman, Mr. Lalit Modi, said to the members that IMG had informed him that Mr. Wildblood had met BCCI President and Hon Secretary in Mumbai and advised them that no further renegotiation is acceptable and that, in the event that BCCI was not prepared to honor the 33 crores agreement, the original signed agreement which entitles IMG to 10% of the BCCI gross revenues remains in force. As of date as no new proposals has been accepted by there board as BCCI has withdrawn agreement to the renegotiated fee as mutually discussed and agreed of 33 crores.

President BCCI than explained that this offer is unacceptable and that he recommended to the members that the services of IMG should no longer be used for IPL and immediately Terminated.

#### 5) 2008 : Closure of books

##### a) To approve Audited Income & Expenditure for IPL 2008

The Members unanimously approved the audited income and expenditure.

##### b) To approve responses to Audit Observations and Ratify expenses

The Members unanimously approved the audited income and expenditure for 2008-09 and detailed reply was given to the audit observation and ratified all expenses as per the Annexure 'A'.

##### c) To approve Audited Statement of central revenue to Franchisees for 2008 and observations thereof :

The Members unanimously approved the audited statement of the central revenue to the franchise for 2008-09 and detailed reply was given to the audit observation and ratified all expenses as per the Annexure 'B'.

#### 6) 2009 : Accounts

##### a) Provisional Statement of Central Revenue for 2009

This item was deferred to next meeting to be held on 2<sup>nd</sup> sept 2009.

##### b) Approval for release of funds as advance to Franchisees from Central Revenue

After going through the provisional statement of revenue for 2009 and the share to franchisees, members unanimously approved release of Rs. 15 crore as further advances to all franchisees.



The Board of Control for Cricket in India, Cricket Centre, Wankhade Stadium, 'D' Road Churchgate, Mumbai - 400020

CHAIRMAN'S  
INITIAL

HELD AT	ON	TIME

~~DRAFT  
MINUTES~~



**c) Provisional Income & Expenditure for IPL 2009 along with the statement of all expenses by vendor**

This item was deferred to next meeting to be held on 2<sup>nd</sup> sept 2009.

**e) Approval of Budget and Final expenditure for 2009 season**

Chairman briefed the members that he has had recommended that the audit has to be completed for the tournament income and expenditure for 2009 and the share of the central revenue for 2009 and the items of a & c can be differed till they are audited by the auditors and requested to approve the appointment of the auditors as per 6c.

Members unanimously approved the suggestion of the Chairman and approved the appointment of the auditors to audit the tournament in September 2009 and central share of revenue to franchise. The same will be presented for ratification on the 2<sup>nd</sup> of Sept 2009 post which the same would be submitted to the BCCI for approval at the AGM in sep 2009. The Budget was approved unanimously by the members as attached as Annexure E

**d) Shortfall in franchise revenues and compensation plan as a result of moving IPL to SA: Recommendations**

Members unanimously authorized the Chairman to discuss with the franchisee with potential losses and come back to the GC to make a final decision on this matter. The Chairman has called a meeting with all the Franchisees on the 26<sup>th</sup> of August and will provide his recommendations on the 2<sup>nd</sup> of Sep 2010.

**f) Approval of all vendor contracts for 2009 season.**

All contracts entered were approved. (List attached as Annexure 'C')



The Board of Control for Cricket in India, Cricket Centre, Wankhade Stadium, 'D' Road Churchgate, Mumbai - 400020

CHAIRMAN'S  
INITIAL

HELD AT

ON

TIME

**DRAFT  
MINUTES****7) 2009 : Post Match review Reports****a. TV performance India – TAM report**

The report was noted by members and members appreciated that even thou IPL 2.0 was outside India we still increased our viewership by 20%.

**b. Television commercial infringements/ violation – TAM report**

This was noted.

**c. Media review – IPL 2009 TV performance in India and South Africa**

This was noted

**d. Sponsorship value delivered – Repucom report 2009 IPL**

The report clearly showed the Value delivered to Sponsors was far in excess of even Season 1. The members noted the report.

**e. Creative Review – IPL in South Africa**

The Report was noted.

**f. Anti Piracy Status and report**

The report was noted and further action was authorised to be taken for curbing the Piracy of our Signal.

**g. Anti Doping Report**

There was nothing to report.

**h. Ticketing Report and Computicket report.**

The report was noted.



The Board of Control for Cricket in India, Cricket Centre, Wankhade Stadium, 'D' Road Churchgate, Mumbai - 400020

CHAIRMAN'S  
INITIAL

HELD AT	ON	TIME

~~DRAFT  
MINUTES~~



## 8) Season 2010: Regulations

### a) Season window and Venues and approval of Schedule

Schedule for 2010 approved as per Annexure 'D'.

The Members welcomed new Venues being added to the 2010 season. The Chairman informed the Members that adding extra Venues would increase costs for the IPL especially in the area of production and Venue dressing up cost and Franchisees will not agree to increased costs being deducted from their fees, as Franchisees have the right to decide their venues as per our agreement. Members felt it was necessary to increase the venues as not only to expand the market for IPL but in the long run it will be beneficial to BCCI as more centres will get ready to be host cities for IPL Franchisees and we as IPL should absorb the extra cost of the extra venues set up. It was agreed that we should also work without immediately the possibility of asking our Production equipment suppliers to get Production Control room trucks so that more venues can be easily added and costs of production is brought down or stabilised. Production costs are the largest component of the cost increase and as such we should finalise the same asap.

### b) Transfer of player and new players issues

Decision on post 2010 transfers of players and auction is deferred as proposed by the Chairman for the moment as it is too early and the members asked the Chairman to present the same at a later stage after discussion with all the owners. Chairman agreed to the same and for the record pointed to the house that current Player contracts are for 3 years and post that all Players are to come back to Common Pool and this was done to ensure as and when IPL were to launch new teams the new owners are not disadvantaged vis a vis old teams as this would have a material impact on price to be realised by IPL/ BCCI for new teams. This was the fundamental basis of the IPL and all have knowingly signed on knowing this principal and as such there can be no deviation from the same. Mr Srinivasan raised issues in regard to what happens to Owners who already have invested in these Players and they should be allowed to continue with their old Teams. Chairman reminded the house that was never promised to the Franchisees in the first place and it would be detrimental to the League and structure and the basic foundation of the League. President Mr Shashank Manohar, Mr Ravi Shastri and Mr Bindra raised the issue about Teams building some sort of continuity to build their fan bases. Chairman pointed to the members that any major deviation from what was already discussed and offered to the Current owners in this issue will have a material impact on the revenues of BCCI/ IPL in the form of future prices that we may be able to get from the new franchisees to be made available. The New franchisees will only pay large sums if they are given level playing field vis a vis current franchisees. Mr Srinivasan did not agree with this and said what about the owners that came in the first round, their interest needs to be first protected. Chairman suggested he will examine and re present his recommendations, keeping in view the original structure of the league and the legal contracts with the current franchisees and



The Board of Control for Cricket in India, Cricket Centre, Wankhade Stadium, 'D' Road Churchgate, Mumbai - 400020

6

CHAIRMAN'S  
INITIAL

HELD AT

ON

TIME

~~DRAFT  
MINUTES~~

what was promised to them, keeping in mind new owners coming in and as such the impact to BCCI and IPL and will discuss the way forward with the current owners and present a detailed proposal soon. All members agreed to the same and asked Chairman to present a proposal for the same.

Transfer window for 2010 will open from December 15 2009 till January 15, 2010. The existing player transfer rules will apply for the 2010 season. Members also approved the induction of non international players playing in unauthorised league and decided that there can be 2 price points for taking players at 8 lakhs and 20 lakhs, subject to clearance from working committee of BCCI. For international players who had participated in unauthorised league, a separate auction may be conducted post transfer window. The Chairman was authorised to do the same with the Team owners. The regulations also will be discussed with the team owners and franchisee management and the Chairman was authorised to do so. It was also decided that if the player is selected for his home team, he has to compulsorily play the domestic tournaments of the BCCI if he selected to do so by the state Association for at least 60% of the games. This should be built into the new player contracts and Teams should be informed accordingly. The unauthorised League Players can only be signed by the Teams post approval of BCCI working Committee. Chairman recommended IPL should stay out of this by either auctioning them or drafting them. The Teams should try and work this amongst themselves and if there are issues the same should be referred to IPL. All members agreed to the same.

c) **New Strategy Break Recommendations and rules.**

Chairman proposed that instead of present strategic break, which is a mandatory break at the end of the 10<sup>th</sup> over for 71/2 minutes, will be taken as follows:

- 2 ½ minutes of STO between the 6<sup>th</sup> and the 10<sup>th</sup> over at the option of the bowling captian.
- 2 ½ minutes of STO between the 11<sup>th</sup> and the 16<sup>th</sup> over at the option of the batsman.

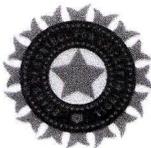
Both the STOs will be mandatory, and for the matches which are curtailed, similar rule will be applicable. Chairman advised that this would be detailed in the operation rules and implemented from IPL 3.0.

Members unanimously approved the proposition.

d) **Member Countries issues with IPL Players contracts and recommendations for the same.**

It was decided that the practice of NOC for international players be continued and all players including the retired as well as the ones not in contract will require to produce NOC from the home boards for a period of 2 years post their retirement/ not being in contract.

e) **Approval to pay advances for 2010 season**



The Board of Control for Cricket in India, Cricket Centre, Wankhade Stadium, 'D' Road Churchgate, Mumbai - 400020

7

CHAIRMAN'S  
INITIAL

HELD AT

ON

TIME

**DRAFT  
MINUTES**

Decision on this matter is deferred. The members asked the Chairman to present a detailed Budget for approval of the house. Chairman informed the house the same will be done for approval of the GC in the next month or so.

### 9) New Franchisees post IPL season 2010

#### a) Approval to Auction More Teams and Tender

Members approved for tendering for 2 more new franchisees post 2010 and members requested Chairman to present a position paper along with the Tender and calculation for the Base Price etc. The Chairman said as and when the final ITT is ready he will be presenting the same to the members along with the methodology for calculating the base price.

#### b) Auction Dates and Time line process for the same

The members agreed the broad Timelines suggested by The chairman .

#### c) Player Auction Proposal post 2010 season and Process

The chairman will revert back with a new proposal after talking to all the Franchises and keeping in mind what has already been said above in Item 8b.

### 10) Approval of new contracts

#### a) Citi group extension of sponsorship

Members approved extension of citigroup sponsorship from 2009 till 2011

#### b) Status and availability of New sponsorships for 2010 onwards and approval to close the same for:

- Orange Cap
- Purple Cap
- Official Partners
- Associate Partners
- Miss Bollywood

Members also noted the availability of the sponsorship slots and authorised the Chairman for finding new partners.

### 11) Manpower and Organisation Chart and approval for the same and issues.



The Board of Control for Cricket in India, Cricket Centre, Wankhede Stadium, 'D' Road Churchgate, Mumbai - 400020

CHAIRMAN'S  
INITIAL

HELD AT

ON

TIME

~~DRAFT  
MINUTES~~

Members approved the hiring of new personnel and authorised the Chairman to appoint personnel for the following positions as may be needed by him to build the Team to run IPL:

- Director Tournament Operations
- Director Legal
- Director Broadcast Services & Archives
- Director Marketing and research
- 2 Accounts Executives
- Project Manager
- Venue Managers

Chairman informed the house that Mr Sundar Raman was due an Increment for the first year and he recommended that he be paid 50% increment for that Year. The Members Unanimously approved the same. The hiring of Gauri Gujrathi as Secretary in IPL was approved.

#### 12) IPL work shop dates and recommendations for the same

Chairman briefed members that he is proposing to organise the franchisee owners to review IPL 2009 season before the next month in Mumbai. Chairman proposed that the annual workshop should be held in the last week of October outside India for 3 – 4 days. Members authorised Chairman to fix dates and Venue for the meeting.

#### 13) To approve re tender of Theatrical Rights

Hon. Secretary pointed out that the income tax department has a view that IPL is totally commercial and that by tendering out we will be pushing our luck in getting exemption with the income tax department. He also pointed out that for 4 – 5 million dollars a year, the Board should not take such a risk. The Chairman informed the members that this is not true and in case of ICC and BCCI and other rights holders this is already done, he will take a 2<sup>nd</sup> opinion on this matter before the ITT is released. Members unanimously approved of this and authorised the Chairman to go ahead.

#### 14) To approve re tender of L & M Rights

Members approved the proposal to retender licensing and merchandising rights and asked the Chairman to go ahead with the same.

#### 15) Any other item with the permission of the Chair



The Board of Control for Cricket in India, Cricket Centre, Wankhade Stadium, 'D' Road Churchgate, Mumbai - 400020

CHAIRMAN'S  
INITIAL

HELD AT

ON

TIME

**DRAFT  
MINUTES**

a) Members unanimously approved the engagement to service with TAM media and authorised Chairman to finalise the terms of the agreement.

b) Members approved the engagement of REPUCOM for sponsorship of study and authorised Chairman to finalise the terms of the contract.

c) Chairman explained to the members that as per clause 10.4 of the franchisee agreement, 5% of the sale proceed has to be paid to IPL for any transfer, sale or listing of shares in any franchisee company / franchisee holding company, save where the franchisee company / franchisee holding company is already listed / a public limited company at the time of signing the agreement. Chairman explained that the principle behind clause was to charge on the upward revision of the valuation of the franchisee and not on the total sale proceeds. For the definition of transfer of sale price – it has to be on profit on valuation (market valuation of sale proceed – valuation at which the shares were bought). The 5% has to be calculated on the net adjusted sale value and not on the gross value of transfer.

Members approved to the calculation of sale proceeds and requested the Chairman to change the agreements with the franchisees to reflect the correct positions in this regard.

With no other subject, the meeting ended with thanks to the Chair.

A handwritten signature in black ink, appearing to be "S. Srinivasan", is written over a horizontal line.

Chairman



The Board of Control for Cricket in India, Cricket Centre, Wankhade Stadium, 'D' Road Churchgate, Mumbai - 400020

10

CHAIRMAN'S  
INITIAL

Handwritten initials in black ink, appearing to be "SS", are written over a horizontal line.

HELD AT

ON

TIME

Approved Minutes at GC on Aug 11<sup>th</sup> 2009 Annexure A

**THE BOARD OF CONTROL FOR CRICKET IN INDIA  
AUDIT OF THE STATEMENT OF NET CENTRAL RIGHTS INCOME AND  
THE STATEMENT OF ALLOCATION OF NET CENTRAL RIGHTS INCOME TO  
FRANCHISEES WITH RESPECT TO THE INDIAN PREMIER LEAGUE 2008**

**AUDIT OBSERVATIONS/MATTERS FOR RATIFICATION**

**A. AUDIT OBSERVATIONS**

**1. CENTRAL RIGHTS INCOME**

As per the agreement entered into with the Franchisees, "Central Rights Income" shall mean the amount of income in respect of each year which is *actually received* by the Board from the exploitation of Central Rights (excluding any service tax in respect thereof) in each case after the deduction of the relevant League Expenses in respect of such year.

However, the Statement of Net Central Rights Income has been prepared by the Board on accrual basis, after considering the income which is yet to be received by the Board.

*The Governing Council may confirm the same.*

**Reply: It is confirmed that the treatment is correct.**

**2. MEDIA RIGHTS INCOME**

2.1 The Board has entered into an agreement with M/s. MSM Satellite Singapore (Pte) Limited (MSM) towards the grant of Media Rights for IPL matches in the Indian Sub-Continent and with M/s. World Sports Group India Limited (WSG) in other territories excluding the Indian Sub-Continent.

During the previous year 2007-2008, the Board had received an advance of Rs. 40 Crores from WSG towards Media Rights Income for IPL 2008. During the current year, an amount of Rs. 36 Crores out of the Rs. 40 crores received from WSG has been adjusted against the amount receivable from MSM. No specific confirmation has been obtained from MSM or WSG regarding the aforesaid adjustment.

*The Governing Council may confirm that no liability would arise on account of such adjustment against the advance amount received from WSG.*

**Reply: It is confirmed that no additional liability arises from this adjustment.**

2.2 The Board has entered into an agreement with M/s. MSM Satellite (Singapore) Pte. Limited (MSM) towards the grant of Media Rights for IPL matches in the Indian Sub-Continent. As per the agreement, all the amounts to be paid shall be clear of, and without any deductions based on any local currency restrictions, import duties, or any sales, use, value added or other taxes or withholdings of any nature whatsoever. If MSM is required to make any deduction or withholding in respect of any taxes, imposts, duties or other such charges in respect of any payment due under the agreement, MSM shall gross up the relevant amount payable. Provided, however, BCCI-IPL shall provide the written confirmation of its tax exempt status no less than 14 days before the date on which the payment of the installments of the Rights Fee is due.

CHAIRMAN'S  
INITIAL

HELD AT

ON

TIME

**Approved Minutes at GC on Aug 11<sup>th</sup> 2009 Annexure A**

In this regard, we noted that an amount of Rs. 24 Crores has been deducted as tax by MSM on the payment of the Media Rights Fee to the Board. MSM has issued the Tax Deducted at Source (TDS) certificates in Form 16A in respect of the same to the Board.

*The Board should provide the written confirmation of its tax exempt status to MSM and ensure that no TDS is done on the amount of Media Rights Fee paid by MSM in future.*

**Reply: It is confirmed that the contract treatment is only on Withholding taxes and not for TDS. For TDS, it is further clarified that the Board has to give NIL deduction certificate if TDS are not to be deducted.**

2.3 As per the agreement entered into with M/s. World Sports Group India Private Limited (WSG) towards the grant of Media Rights for IPL matches outside the Indian Sub-Continent, WSG was to pay the Media Rights amount on the following basis:

- a) 50% of the applicable Rights Fee by no later than 30 days prior to the date of the first match of the relevant IPL Season
- b) 50% of the applicable Rights Fee by no later than 30 September each year.

Interest was to be charged @ 12% per annum on any late payments of any amount.

It was noted that out of the first installment of Rs. 8 Crores, only an amount of Rs. 3.90 Crores has been received by the due date. The balance amount of Rs. 4.10 Crores has been received belatedly. The interest receivable for the late payment amounts to Rs. 655,487 which has not yet been charged on WSG by the Board.

**Reply: Interest will be accounted as per the accounting policy (as and when there is no uncertainty regarding ultimate realisation.)**

2.4 We noted that no Invoice was raised on WSG towards the first installment of Media Rights Income for IPL 2008. The same has been recorded in the books vide JV No. 32 dated 1 April 2008 for an amount of Rs. 8 Crores based on the terms of the agreement. However, the amounts have been collected from WSG.

**Reply: Noted.**

2.5 The Board had entered into an agreement ('Original Agreement') with M/s. Live Current Media Inc. ('LCM') dated 16 April 2008 towards the grant of Web Portal Rights. As per the agreement, The Board has authorized LCM to design, build, operate, maintain and promote the 'IPL Website' and promote the IPL website as the official website. As per the agreement, LCM has the exclusive right to display and commercially exploit all official IPL still photographic images whose rights are owned and controlled by BCCI-IPL including such photographs taken at IPL events subject to the provisions of the press and photography accreditation arrangements, it being acknowledged that BCCI-IPL shall not be required to acquire rights to still photographic images of matches.

However, subsequently, a tripartite agreement ('Novation Agreement') has been entered into between the Board, LCM and Global Cricket Ventures Pte Limited ('GCV') dated 31 March 2009 by which GCV has agreed to accept the liability of the LCM and agrees to be bound by the Original Agreement in every way as if GCV were named in the Agreement as a party to the Original Agreement in place of LCM.

In consideration of the appointment of LCM and the rights granted to LCM under the MOU and the Final Agreement, LCM will pay BCCI-IPL a fee amounting to 50% of all Revenues generated from the IPL website per annum. Provided, however, LCM shall ensure that the

CHAIRMAN'S  
INITIAL

HELD AT

ON

TIME

**Approved Minutes at GC on Aug 11<sup>th</sup> 2009 Annexure A**

minimum fee paid to BCCI-IPL for each year of the IPL website (each a "Minimum Annual Fee") i.e. the revenue for BCCI would be the higher of:

- (i) the Minimum Annual Fee USD 1,500,000 for 2008 Season and
- (ii) 50% of the Revenues for that Year ("Fee").

For the purpose of ascertaining the revenue receivable by BCCI-IPL, LCM shall submit annual statements of the Income, Expenditure and the Bank Account relating to the IPL website to the Board by no later than 31 January for the preceding Year of the Term.

However, no such annual statements of Income, Expenditure and the Bank Account have been submitted by LCM till date. Further, no amounts have been received from LCM for IPL 2008. Consequently, the Board has recognized and accrued only the Minimum Annual Fee of Rs. 62,190,000 (Equivalent of USD 1,500,000) as revenue in its books for IPL 2008.

***The Governing Council to approve/ratify the Novation Agreement entered into by the Board with LCM and GCV and also confirm that the amount receivable from LCM on this account as at 31 March 2009 is good for recovery.***

**Reply: IPL GC ratifies the contract and the amount is good for recovery.** ✓

2.6 As per the Novation Agreement, GCV has agreed to pay for the Minimum Annual Fee of USD 1,500,000 for IPL Season 2008 by July 15, 2009. However, no such payment has been received by the Board till date. Interest was to be charged @ 12% per annum on any late payments of any amount.

***The Governing Council may confirm that such interest, if any, earned from the delayed receipts would not be considered as part of the Central Rights Income payable to Franchisees.***

**Reply: Any interest earned shall not be part of the Central Rights Income.**

2.7 As per the Original Agreement entered into with M/s. Live Current Media Inc. (LCM), the total promotion and marketing support of the IPL website by BCCI-IPL will be the equivalent of atleast USD 1,000,000 p.a of marketing spend to be allocated as reasonably determined by BCCI-IPL (including without limitation the value of inclusion of URL in the world feed of the IPL matches).

However, as per the books of account, the Board has not incurred any expenditure towards advertisement of Web Portal Rights.

***The Governing Council may confirm that no additional expenditure needs to be accrued in the books for the same and that the non-compliance with the above clause in the agreement would not impact the receipt of Web Services Income under this agreement.***

**Reply: It is confirmed that there is no additional liability.**

2.8 As per the Original agreement entered into with M/s. Live Current Media Inc. (LCM), for the purpose of securing LCM's obligation, an irrevocable unconditional BG on a rolling basis to guarantee Minimum Annual Fee ('MAF') for one year on an on-going basis on the due dates therein would be provided as follows:

- (i) BG for Year 1 in the amount of the Aggregate Total MAF for Year 1 within 7 days of execution of the Final Agreement and the BG for subsequent year's MAF shall be delivered to BCCI-IPL by no later than 31 December of the year preceding the year

CHAIRMAN'S  
INITIAL

HELD AT	ON	TIME
---------	----	------

**Approved Minutes at GC on Aug 11<sup>th</sup> 2009 Annexure A**

covered by the Guarantee (so the Bank Guarantee for Year 2 (2009 Season) shall be delivered by no later than 31 December 2008).

- (ii) For the avoidance of doubt, it shall be LCM's responsibility to ensure that at any given time in the Term, there is a valid, effective and binding BG in place guaranteeing one year of the MAF.

However, no such bank guarantee has been obtained by the Board for the IPL season 2008. Also, it is to be noted that the Board has not received the consideration for the season 2008 from LCM as referred to in Para 2.5 & 2.6 above.

**Reply: Noted.**

**3. SPONSORSHIP INCOME**

- 3.1 The Board has entered into an agreement with M/s. DLF Limited towards grant of Title Sponsor for the IPL Season. As per the agreement "All payments under this agreement shall be paid in Indian Rupees together with such service tax or equivalent as may be payable thereon and shall be paid without any deduction, withholding or set off so that the full amounts payable shall be paid on or before the dates specified."

However, tax of Rs. 4.53 Crores has been deducted with respect to the payments made by M/s. DLF Limited.

**Reply: The clause is subject to interpretations. DLF argues that there is no reference to TDS grossing up and therefore had deducted tax. There is no implication on Income. Finance dept to check whats in tender document and if clarity is required in the agreement the same should be done.**

- 3.2 As per the agreements entered into with the Sponsors, the amounts are required to be paid within the stipulated due date. Interest is chargeable if the same is not paid by the due date. The following table provides the details of interest chargeable to various Sponsors, due to delay in the receipt of the amount which have not been accrued for in the Statement of Net Central Rights Income:

Central Rights	Amount Payable	Stipulated Payment Date	Actual Payment Date	Actual Amount Paid	Amount In Rs.	
					Overdue Interest Rate	Interest Amount
Official Sponsor – Citibank	120,000,000	28 Apr 08	23 May 08	120,000,000	10%	821,918
Official Partner – Hero Honda	180,000,000	19 Apr 08	13 May 08	180,000,000	8%	946,849
Official Partner – Vodafone	198,000,000	19 Apr 08	17 Sep 08	198,000,000	10%	8,191,233
Title Sponsor – DLF	400,000,000	19 Apr 08	30 Dec 08	100,740,776	10%	7,038,054
Umpire Sponsor – Kingfisher Airlines	53,000,000	16 Apr 08	14 Jun 08	53,000,000	10%	856,712
	53,000,000	16 Jun 08	04 Mar 09	53,000,000		3,789,863
	53,000,000	16 Jul 08	04 Mar 09	53,000,000		3,354,247
	53,000,000	16 Aug 08	04 Mar 09	53,000,000		2,904,110
<b>Total</b>						<b>27,902,986</b>

*The Governing Council may confirm that such interest if any, earned from the delayed receipts would not be considered as part of the Central Rights Income payable to the Franchisees.*

**Reply: It is confirmed that the treatment is right and this will not be part of Central Rights Income.**

CHAIRMAN'S  
INITIAL

HELD AT

ON

TIME

**Approved Minutes at GC on Aug 11<sup>th</sup> 2009 Annexure A****4. LEAGUE EXPENSES**

- 4.1 As per the Franchisee Agreement entered into by the Board with the Franchisees, "League Expenses" shall mean in each year of the Term, all of the following expenses incurred by BCCI-IPL in the operation of the League:

All TV and other production costs relating to the grant of the Media Rights and/or any broadcast of the League matches, *the out-of-pocket costs reasonably and properly incurred in servicing, implementation and delivery of Central Rights* and the fees paid to the ICC in respect of Umpires and other League Match Officials contracted by the IPL

As per the definition above, all the costs that are incurred in servicing, implementation and delivery of Central Rights is required to be considered as part of the League Expenses. The following expenses incurred by the Board also appear to be in the nature of the above said definition and could be considered as part of the League Expenses:

Name of the Expense	Amount In Rs.	Remarks
Cost of Tickets	127,792,406	Represents the cost of tickets purchased from Franchisees for distribution to sponsors as per the agreement with the sponsors.
Giant Screen Expenses	43,625,525	Represents the expenses incurred towards giant screens and electronic scoreboards. As per the agreement with the sponsors, the sponsorers have the right to advertise in the scoreboards and giant screens.
Stadium Branding Expenses	25,429,250	Represents the expenses incurred towards look and feel of the stadium. The expenses are incurred for ropes, drop outs and outdoor advertising.
Agency Fees paid to WSG	9,000,000	Represents the fees paid to M/s. World Sports Group for securing the Sponsorship Contract with Hero Honda Motors.
Photography Charges	1,200,000	Used for uploading of the photographs in the website of IPL.

Since the Central Rights Income is shared between the Board and the Franchisees, necessary expenses incurred to earn such Central Rights Income referred to above may also be considered as part of League Expenses.

*If the intention of the Board is to specifically exclude the aforesaid expenses from the definition of League Expenses, the same may be specifically confirmed by the Governing Council.*

**Reply: It is confirmed that the treatment is right and that the definition are laid out in the IPL Governing Council held in February. These do not form part of League expenses**

CHAIRMAN'S  
INITIAL

HELD AT

ON

TIME

**Approved Minutes at GC on Aug 11<sup>th</sup> 2009 Annexure A**

- 4.2 As per Franchisee Agreement entered into by the Board with the Franchisees, "League Expenses" shall mean in each year of the Term, all of the following expenses incurred by BCCI-IPL in the operation of the league.

All TV and other production costs relating to the grant of the Media Rights and/or any broadcast of the League matches, the out-of-pocket costs reasonably and properly incurred in servicing, implementation and delivery of Central Rights and the fees paid to the ICC in respect of umpires and other league match officials contracted by the IPL.

Though as per the above said definition, only the fees to ICC in respect of Umpires and other League Match Officials contracted by the IPL need to be considered, the Board has considered the fees paid to the Umpires and other Match Officials and expenses incurred for them by the Board.

***The Governing Council may confirm that such amounts considered form part of the League Expenses.***

**Reply: It is confirmed that the treatment is right.**

- 4.3 The Board has incurred certain expenditure for purchase / registration of IPL Logos, creation of website etc which have been capitalized in the books. However, the expenditure so incurred has not been considered for the purpose of computation of League Expenses.

***The Governing Council may confirm that the amount of such capital expenditure incurred does not form part of the League Expenses.***

**Reply: No capital expenditure will be charged as league expenses.**

**5. PRODUCTION COST**

- 5.1 The Board has entered into an agreement with M/s. IMG Media Limited, UK to produce and deliver the world feed of the live audio-visual coverage of the IPL Season 2008. In consideration of the same, BCCI-IPL shall pay lower of:

- a) 97.68% of the final actual reconciled costs of the production of the feed excluding the costs associated with Hawkeye Units and Jib cameras and
- b) 97.68% of the New Budget Costs of USD7, 600,679, that is, USD 7,424,343.

However, the actual reconciled cost of the production of the feed for IPL 2008 has not yet been received by the Board from IMG. Hence, the Board has made payment of the new budget cost of USD 7,424,343 to M/s. IMG Media Limited.

***The Board should obtain the statement of actual costs from IMG and take appropriate action to recover the excess amounts paid by the Board, if any.***

**Reply: It is confirmed the actual cost of production is higher than the budgeted figure and it was decided to get the actual bills will be received from IMG towards this.**

- 5.2 As per the agreement entered into with M/s. IMG Media Limited, UK "the payment made by BCCI-IPL is simply a reimbursement of the out-of-pocket expenses incurred by IMG Media in producing the world feed of the live audio-visual coverage and there is no element of royalty payment or licensee fee or similar".

Also, the Board has incurred certain additional costs of Rs. 2.03 Crores towards change in the venue for the matches played, the supply of jibs and associated services, additional Hawkeye costs and other expenses incurred by IMG.

CHAIRMAN'S  
INITIAL  


HELD AT

ON

TIME

**Approved Minutes at GC on Aug 11<sup>th</sup> 2009 Annexure A**

However, the Board is of the opinion that no Service Tax is payable on the Production Cost based on legal opinions obtained by the Board for similar agreements in the past.

*The Board may obtain a separate opinion for the Service Tax payable on the production cost in relation to Indian Premier League.*

**Reply: Legal opinion will be obtained.**

- 5.3 As per the agreement with M/s. IMG Media Limited, UK "If any withholding or other tax is required by Indian Law to be applied against such payments, then the amount of payment shall be increased by BCCI so that IMG Media actually receives, in total, an amount that has actually agreed upon".

The Board has made payment to M/s. IMG Media Limited, UK in 3 installments of USD 2,901,138, USD 1,450,569 and USD 1,450,568. Also, as mentioned above, the Board has paid an amount of Rs. 2.03 Crores as additional costs towards change in the venue for the matches played, the supply of jibs and associated services, additional Hawkeye costs and other expenses incurred by IMG.

However, the amount paid to IMG has not been grossed up for tax with respect to the third installment and the additional costs incurred, since in the opinion of the Board, the amount paid is in the nature of reimbursement of expenses and tax is not required to be deducted on the amount of reimbursements paid.

*The non-deduction of tax may be specifically confirmed by the Governing Council.*

**Reply: It is confirmed that the treatment is correct.**

- 5.4 As per the Budget approved in the Annual General Meeting held on 27 September 2008, an amount of Rs. 2 Crores has been specified as fee to Mr. Sunil Gavaskar and Mr. Ravi Shastri and has been considered as part of Production Cost in the books of account. However, the same has not been considered in the Statement of Net Central Rights Income since, we understand that, the same has been paid for various consultancy services provided by Mr. Sunil Gavaskar and Mr. Ravi Shastri in the IPL Governing Council meetings.

*The Governing Council may confirm the above.*

**Reply: It is confirmed that the treatment is correct.**

**6. OTHER LEAGUE EXPENSES**

- 6.1 The Board has paid an amount of USD 12,600 to Mr. Niranjan Virk and USD 10,000 to Z A S De Beer for the services rendered in relation to Anti-Corruption and Security. Tax has been deducted u/s. 194 C of the Income Tax Act, 1961 – Contract Payments. However, since both of them are foreign nationals, tax needs to be deducted after taking into account the relevant provisions of the DTAA.

*The Board may take necessary steps to remit the shortfall in TDS, if any.*

**Reply: The payment shall be made as and when additional liability arises.**

- 6.2 We noted that no invoice is available for the JV 412 dated 16 September 2008 towards the stay charges of Rs. 21,805 for Mr. Wilcox Warren.

*The Board may obtain the copy of the same from the vendor and confirm that the inclusion of the same as part of Other League Expenses is in order.*

CHAIRMAN'S  
INITIAL

HELD AT	ON	TIME
---------	----	------

**Approved Minutes at GC on Aug 11<sup>th</sup> 2009 Annexure A**

**Reply: Noted.**

6.3 As per the agreement with the Umpires, they are entitled for DA of USD 70 per day in case of Foreign Umpires or equivalent of INR 2,800 in case of Indian Umpires and payments have been made on that basis for IPL 2008. However, as per the Budget approved in the Finance Committee Meeting held on 22 August 2008, the DA for Umpires has been considered as Rs. 4,000 per day.

*The Governing Council may confirm that no further liability exist in this regard.*

**Reply: There is no additional liability.**

6.4 The Board has not availed the Service Tax input credit with respect to the payments made to M/s. Trade Wings Limited and other travel vendors prior to November 2008.

6.5 Based on the verification of stay charges and travel expenses incurred for Umpires, we noted certain double payment of expenses made by the Board:

(i) In the following cases, the payment has been made both on the bills raised by the hotels and M/s. Incentive Destinations:

Name of the Umpire	Period of Stay	Invoice No	Invoice Date	Amount In Rs.		JV No.	Name of the Vendor
				Hotel	Incentive Destination		
Mr. Daryl Harper	28 April to 03 May 2008	122	17 Apr 08		30,625	459	Incentive Destinations
	29 April to 02 May 2008	66149	03 May 08	30,300		104	ITC Maurya Sherton
Mr. Daryl Harper	08 May to 12 May 2008	123	17 Apr 08		24,500	459	Incentive Destinations
	10 May to 13 May 2008	64874	13 May 08	27,000		285	Taj Chandigarh
Mr. Clive Lloyd	09 May to 13 May 2008	130	17 Apr 08		24,500	459	Incentive Destinations
	09 May to 13 May 2008	64902	13 Apr 08	36,000		285	Taj Chandigarh
Mr. S. Venkataraghavan	17 to 20 April 2008	131	17 Apr 08		18,375	459	Incentive Destinations
	18 to 20 April 2008	63329	20 Apr 08	18,000		285	Taj Chandigarh
Mr. Billy Doctrove	9 May to 12 May 2008	121	17 Apr 08		18,375	459	Incentive Destinations
	9 May to 13 May 2008	64882	13 May 08	36,000		285	Taj Chandigarh
<b>Total</b>				<b>147,300</b>	<b>116,375</b>		

The hotel bills received by the Board had not been signed by the staying guests in most of the cases. Also, it is noted that the copy of the invoice and not the original invoice has been received in most of the cases.

Also, it is to be noted that the claim made by Incentive Destinations for the period of stay of the Umpires differs from that of the claim made by the respective hotels directly.

**Reply: Noted and necessary steps will be taken in the future to avoid double payments.**

CHAIRMAN'S  
INITIAL

HELD AT

ON

TIME

**Approved Minutes at GC on Aug 11<sup>th</sup> 2009 Annexure A**

- (ii) In the following cases, it was noted that the expenses incurred for travel of Umpires has been claimed both by M/s. Trade Wings and M/s. Incentive Destinations and the payments have been made on both the bills:

**Travel of Mr. Asad Rauf**

Match No	Match	Date	Invoiced by Trade Wings	Invoiced by Incentive Destination
48 Match	Kings XI Punjab Vs. Deccan Chargers at Mohali	23 May 08	Yes	Yes

Particulars	Invoice No.	Date of Travel	Amount in Rs.		JV	Place of Travel
			Travel Agent	Incentive Destinations		
Trade Wings	AI200800372	19 May 08	27,838		397	Kolkata to Delhi to Mohali
Incentive Destinations	D0802654	21 May 08		26,586	458	Kolkata to Delhi to Mohali
<b>Total</b>			<b>27,838</b>	<b>26,586</b>		

**Travel of Mr. A V Javaprakash**

Match No	Match	Date	Invoiced by Trade Wings	Invoiced by Incentive Destination
11 Match	Chennai Super Kings Vs. Kolkata Knight Riders at Chennai	26 Apr 08	Yes	Yes
24 Match	Rajasthan Royals Vs. Chennai Super Kings at Jaipur	04 May 08	Yes	Yes

Particulars	Invoice No.	Date of Travel	Amount in Rs.		JV	Place of Travel
			Trade Wings	Incentive Destinations		
Trade Wings	AI2008000242	21 Apr 08	24,963		397	Delhi to Chennai
Incentive Destinations	D080129	21 Apr 08		21,806	458	Mumbai to Chennai
Trade Wings	AI2008000242	11 May 08	20,543		397	Chennai to Kolkata
Incentive Destinations	D0802399	12 May 08		21,093	458	Chennai to Kolkata
<b>Total</b>			<b>45,506</b>	<b>42,899</b>		

- (iii) Further, in the following case, it was observed that the Mr. G.R. Vishwanath has officiated as Match Referee in only one match. However, travel expenses have been incurred by him towards other matches also.

Match No	Match	Date	
3 Match	Delhi Daredevils Vs. Rajasthan Royals at Delhi	19-Apr-08	Only one Match as Match Referee

CHAIRMAN'S INITIAL

HELD AT

ON

TIME

**Approved Minutes at GC on Aug 11<sup>th</sup> 2009 Annexure A**

Particulars	Invoice No.	Date of Travel	Amount in Rs.	JV	Place of Travel
Trade Wings	AI200800274	20 Apr 2008	24,863	397	Delhi to Chennai
Trade Wings	AI200800274	27 Apr 2008	75,033	397	Various Places
Trade Wings	AI200800274	05 May 2008	68,478	397	Various Places
Trade Wings	AI200800275	19 May 2008	24,984	397	Kolkata to Bangalore
Trade Wings	AI200800277	17 Apr 2008	24,209	397	Bangalore to Delhi
Incentive Destinations	D0801026	20 Apr 2008	24,862	458	Delhi to Chennai
Incentive Destinations	D0801629	28 Apr 2008	23,495	458	Chennai to Delhi
Incentive Destinations	D0801633	28 Apr 2008	3,811	458	Chennai to Bangalore
Incentive Destinations	D0801777	01 May 2008	8,524	458	Bangalore to Chennai
Incentive Destinations	D0801776	01 May 2008	750	458	Bangalore to Chennai
Incentive Destinations	D0802275	16 May 2008	49,955	458	Various Places
Incentive Destinations	D0802523	14 May 2008	26,976	458	Various Places
Incentive Destinations	D0802657	19 May 2008	10,990	458	Hyderabad to Chennai
Incentive Destinations	D0802832	22 May 2008	9,313	458	Chennai to Bangalore
Incentive Destinations	D0803153	30 May 2008	13,310	458	Bangalore to Mumbai
	<b>Total</b>		<b>389,553</b>		

*The Board should make a thorough check in respect of the invoices received and should recover the excess amount paid to the vendors. Further, suitable controls have to be put in place to make sure payments are made only after due verification by an independent person from the Finance Department in addition to the approving authority to avoid such lapses in future.*

**Reply:** Noted and necessary steps will be taken in the future to avoid double payments.

- 6.6 The Board has received certain bills for stay charges and travel expenses related to IPL 2008 with covering letters addressed to M/s Modi Enterprises, at the following address:

M/s. Modi Enterprises,  
Nirlon House, 3<sup>rd</sup> floor,  
Dr. Annie Besant Road,  
Worli, Mumbai – 400 030.

Further, in some of these invoices, the bills have been struck off as not relating to IPL and only the balance amount has been booked as expenses in the books. We understand that these expenses are not related to IPL and need to be paid by the respective persons.

*The Board may confirm that no liability would need to be accrued for such bills which have been raised by the vendors and not booked by the Board.*

**Reply:** There are no additional liability in this regard.

**B. MATTERS FOR RATIFICATION BY IPL GOVERNING COUNCIL**

- The Pouring Sponsorship income of Rs. 101,727,572 from M/s. Pepsi Foods Private Limited has not been considered for computation of Net Central Rights Income, since the income received from the Sponsor has been distributed equally to the Franchisees, as decided by the Finance Committee at the Meeting held on 02 January 2009.

*The Governing Council to ratify the same.*

CHAIRMAN'S  
INITIAL

HELD AT

ON

TIME

**Approved Minutes at GC on Aug 11<sup>th</sup> 2009 Annexure A**

2. The Production Cost as provided in the Budget approved by the Annual General Meeting held on 27 September 2008 is Rs. 392,000,000 Crores. However, the actual cost of production incurred is Rs. 458,223,240.

*The Governing Council to ratify the excess expenditure of Rs. 66,223,240 incurred.*

3. There is no approval of the Finance Committee or the IPL Governing Council with respect to the following agreements entered into by the Board for Presenter and Commentator Services for IPL 2008:

Party	Purpose	Amount
World Sports Group India Private Limited	Commentator and Presenter Services of Mr. Ravi Shastri and Mr. Sunil Gavaskar	Rs. 12,600,000
World Sports Group Pte Limited, Singapore		Rs. 71,330,000 (Equivalent of USD 1,260,000)

*The Governing Council may approve and ratify the same.  
The above was ratified.*

4. The Board has paid an amount of GBP 241,495 equivalent Rs. 20,358,029 to IMG towards change in the venue for the matches played, costs incurred towards the supply of jibs and associated services, additional Hawkeye costs and towards stay and travel expenses of Mr. Sunil Gavaskar and Mr. Ravi Shastri, which is over and above the costs payable to IMG as per the terms of the contract.

*The Governing Council to ratify the additional expenditure incurred.  
The above was ratified*

5. The Board has paid an amount of USD 36,500 equivalent Rs. 1,460,000 towards additional transmission day for Unit 'D'. Also, an amount of GBP 54,000 equivalent to Rs. 4,536,000 has been incurred towards service charges for one extra camera chain with wide angle lens provided for all 4 host kits. There is no specific clause in the agreement which provides for the payment towards the same.

*The Governing Council to ratify the expense incurred.  
The above was ratified*

6. The Board has made the following payments to the Anti-Corruption and Security Officials *which needs to be ratified by the Governing Council.*

Particulars	Amount In Rs.
Service Fees	1,947,533
Daily Allowance	1,167,600
Stay Charges	492,194
Banquet Charges	245,000
Travelling Expenses	1,728,308
Others	18,945
<b>Total</b>	<b>5,599,580</b>
Budget	2,280,000
<b>Excess</b>	<b>3,319,580</b>

The above was ratified

CHAIRMAN'S  
INITIAL

HELD AT

ON

TIME

**Approved Minutes at GC on Aug 11<sup>th</sup> 2009 Annexure A**

7. The Board has made the following payments towards the Dope testing for Anti-Doping Officials *which needs to be ratified by the Governing Council:*

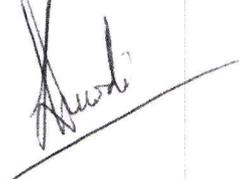
Particulars	Amount In Rs.
Doping Test Fee	1,508,343
Stay Charges	186,164
<b>Total</b>	<b>1,694,507</b>
Budget	1,000,000
<b>Excess</b>	<b>694,507</b>

The above was ratified

8. With respect to the appointment of Umpires, the appointment of Mr. Billy Bowden and Mr. D.J. Harper was not approved by the Finance Committee.

*The Governing Council to ratify the appointment of these Umpires and the expenses paid to them.*

**Reply: All items are ratified.**



CHAIRMAN'S  
INITIAL



HELD AT

ON

TIME

Annexure B as approved at the GC on 11<sup>th</sup> Aug 2009

**THE BOARD OF CONTROL FOR CRICKET IN INDIA  
INDIAN PREMIER LEAGUE  
AUDIT OBSERVATIONS/MATTERS FOR RATIFICATION  
YEAR ENDED ON 31st MARCH, 2009**

**A. CURRENT YEAR'S (FY2008-2009) OBSERVATIONS**

**1. BYE-LAWS / CONSTITUTION**

- The Bye-laws of the Board defines the constitution of the Indian Premier League as under:

The Committee shall be appointed by the General Body of the Board and the term of the members of the committee shall be for a period of 5 years.

The Committee shall comprise of the following:

1. Chairman
2. Four members appointed by the Board
3. Three Ex-Cricketers of repute

The Office Bearers of the Board during their tenure would be ex-officio members of the Committee.

The General Body in its Annual General Meeting held on 27th September, 2008 formed the Governing Council of its Sub-Committee "Indian Premier League" with the following members/positions:

1. Lalit K Modi – Chairman
2. Niranjn Shah – Vice Chairman
3. Chirayu Amin – Member
4. Dr. Farooq Abdulla – Member
5. Rajeev Shukla – Member
6. I S Bindra – Member
7. Arun Jaitley – Member
8. Sunil Gavaskar – Member
9. Ravi Shastri – Member
10. M A K Pataudi – Member
11. Office Bearers of the BCCI

However, no amendment has been made to the Bye-laws of the Board with respect to the appointment of Vice-Chairman and appointment of additional members.

The additional Members so appointed will be treated as permanent Special Invitees.

**2. SPONSORSHIP INCOME**

- As per the agreement entered into with M/s. Kingfisher Airlines Limited "All payments under this Agreement shall be paid in Indian Rupees together with such Service Tax or equivalent as may be payable thereon and shall be paid without any deduction, withholding or set off of any kind whatsoever (including in respect of any tax) so that the full amounts payable shall be paid on or before the dates specified. If any such deduction, withholding or set off is required to be made then the Rights Fee shall be deemed to be increased by such sum as shall ensure that BCCI-IPL receives the amount of Rights Fee it would have received in the absence of such deduction, withholding or

CHAIRMAN'S  
INITIAL



HELD AT

ON

TIME

Annexure B as approved at the GC on 11<sup>th</sup> Aug 2009

set off which sum shall be paid at the same time as the remainder of the Rights Fee. Time shall be of the essence in respect of the above mentioned payment dates”.

However, TDS of Rs. 600,490 has been effected by Kingfisher with respect to the payment of first installment.

*The Board to take up the matter with M/s. Kingfisher Airlines Limited and to ensure that no TDS is made in the future.*

Reply: Noted.

### 3. OTHER DIRECT INCOME

- As per the agreement entered into by BCCI – IPL with Franchisees, BCCI-IPL is required to pay 12.50% of the Central Licensing Income earned by the Board. However, neither such income has been accrued nor any payment has been made to Franchisees. We were informed that no such income has been earned during IPL Season 2008.

*The Governing Council to confirm the same.*

Reply: It is confirmed that no contracts for central licensing income for the FY 2008-09.

- As per the Governing Council Meeting held on 16th September, 2008, Slow Over Rate Penalty of 500 USD was charged for 13 instances during IPL 2008. However, no such Income has been accrued in the books with respect to such penalty.

*The Governing Council to confirm that no income has to be accrued in respect of the same.*

Reply: It has been decided to waive off for the slow over rate in the first year.

- As per the franchisee agreement entered into with Franchisees, “Upon each and any transfer or listing of any number of shares in the Franchisee (or any Company or other entity which controls the Franchisee) the Franchisee shall pay to BCCI-IPL an amount equal to 5% of the Sale Price paid to the person who transferred such shares or whose shares were listed. The provisions of this Clause shall not apply to transfer of any shares which are already listed or the listing by the Franchisee of new shares to raise funds for the Franchisee”.

Further, as per the agreement entered into with Franchisees, “All sums payable under the agreement shall be paid in INR converted at the fixed rate of USD 1: Rs. 40 free and clear of all deductions or withholdings unless the same are required by law.” During the year, BCCI-IPL has accounted for Rs. 18,305,096 (USD 389,553), being 5% of the Sale Price paid by M/s. Jaipur IPL Cricket Private Limited. However, the Board has accounted for the same at the prevailing exchange rate instead of the exchange rate as agreed upon in the franchisee agreement. This has resulted in an excess income being accrued to the extent of Rs. 2,722,976.

*The above accrual may be confirmed by the Governing Council.*

Reply: There is no Conversation rate fixed under the agreement for transfer fees. Since the transfer fee is in USD, the rate of conversion will be as per the accounting policy of the Board. Further the fees payable will be 5% of the difference in the sale price from what it was bought at.

### 4. PRODUCTION COSTS

CHAIRMAN'S  
INITIAL

HELD AT

ON

TIME

Annexure B as approved at the GC on 11<sup>th</sup> Aug 2009

- The BCCI-IPL has entered into an agreement with M/s. World Sports Group Private Limited towards securing the Presenter and Commentator Services. As per the agreement, BCCI shall pay to WSG the sum of Rs. 12,600,000 during the first year of the Term, which fee shall stand increased by 10% of the amount paid for the previous year in each subsequent year of the Term such that (i) for the period 1st April, 2009 to 31st March, 2010 the fees shall be Rs. 13,860,000 lacs (ii) for the 1st April, 2010 to 31st March, 2011 the fees shall be Rs. 15,246,000 lacs (iii) for the period 1st April, 2011 to 31st March, 2012 the fees shall be Rs. 16,770,600 lacs (iv) for the period from 1st April, 2012 to 31st December, 2012, the fees shall be Rs. 18,447,660 lacs.

As is evident from the above, the consideration in the agreement has been incorrectly mentioned for the periods 1st April, 2009 to 31st December, 2012 wherein the total consideration for these years has been mentioned as Rs. 64,324,260 lacs instead of Rs. 64,324,260.

*The Governing Council may take appropriate steps to correct the same.*

**Reply: It is a typographical error.**

- The Board has entered into agreement with M/s. Zoom Communications Limited towards the supply of four flyway OB kits and the required engineering personnel. The payment for the same has been made by the Board at various dates. However, TDS has been effected and remitted for the entire amount at the time of final payment only. As per the provisions of the Income Tax Act, 1961 TDS needs to be done at the time of credit or payment whichever is earlier. The details of the same are as follows:

Particulars	Date of Invoice	GL Date	Amount (Rs.)	TDS	Due Date of Remittance	Date of Payment
50% initial payment	15-04-08	21-04-08	4,08,46,096	10,019,039	07-05-08	04-09-08
Payment for Additional Equipment	17-05-08	10-06-08	50,96,650		07-06-08	
Payment of additional transmission day	30-05-08	06-08-08	16,40,456		07-07-08	
50% Final Payment	30-05-08	06-08-08	4,08,46,096			

***The Board to ensure that TDS is done on a timely basis.***

**Reply: Noted**

### 5. COMPENSATION COSTS

- The Governing Council Meeting held on 05th February, 2009 decided to compensate the IPL Franchisees eligible to participate in the Champions League Tournament 2008, since the said event was cancelled. The Governing Council had authorized the Chairman, IPL to decide on the amount of compensation costs to be paid to the Franchisees. Accordingly, an amount of Rs. 13.10 Crores each aggregating to Rs. 26.20 Crores was agreed to be paid as compensation to the two IPL Franchisees - Jaipur IPL Cricket Private Limited and The India Cements Limited and the same has been accrued for in the books for the year ended 31st March, 2009. The compensation is primarily for

3

CHAIRMAN'S  
INITIAL

HELD AT

ON

TIME

Annexure B as approved at the GC on 11<sup>th</sup> Aug 2009

compensating the potential loss of revenues, as against the potential loss of surplus, if any, and other costs said to have been incurred by the two IPL franchisees on account of the cancellation of Champions League Tournament and is based on unaudited claims made by the Franchisees.

*The Governing Council to approve / ratify the basis of the claims and the amount of compensation paid to the two IPL Franchisees.*

*Further, the Governing Council to also confirm that such compensation is the cost of IPL and not of the Champions League Tournament.*

**Reply: IPL GC has ratified the expenses and also confirms that the compensation is the costs to IPL and as such approved.**

**6. EXPENSES**

- The Board has incurred various administrative expenditures during the year ended 31st March, 2009 amounting to Rs. 145,988,315 towards the operations of the IPL. Such administrative expenditure has been charged to the Income & Expenditure Account in the period in which it is incurred since, in the opinion of the Board, these expenditure are not specifically attributable to any particular IPL Season.

*The Governing Council to specifically confirm the above expenditure.*

**Reply: IPL GC is ratifying such expenses.**

- The BCCI-IPL has entered into an MOU with M/s. International Management Group. As per the MOU, the BCCI-IPL is required to pay 10% of the Gross Revenue as consideration to IMG. However, the Working Committee at its meeting held on 3rd January, 2009 has decided on the following terms:
- BCCI will pay to IMG an annual fee of Rs. 33 Crores plus service tax, if applicable for each year from 2009-2017 inclusive in respect of IMG's work on the establishment and implementation of IPL.
  - IMG's outstanding/remaining invoices for the 2008 IPL will be paid in full US Dollar amount as already presented.
  - IMG may split the contract between IMG's Indian Entity and a non-Indian Entity with the proportion of 33 Crores allocated to each reflecting the split of work done in India and Outside India.
  - IMG will not be entitled to any additional revenue should expansion Franchisee be added to IPL.

The revised agreement entered into with M/s. IMG does not have any reference to the terms as specified above except that the consideration for the season 2009-2017 shall be Rs. 33 Crores. Also, no confirmation of balance has been obtained from M/s. IMG with respect to the amounts payable to them for IPL Season 2008. BCCI-IPL has paid and accounted an amount of Rs. 429,203,651 Crores to IMG for the IPL Season 2008, based on the periodical invoices raised by IMG upto 7th October, 2008.

*The Governing Council may confirm that no additional expenditure needs to be accrued for in the books as at 31st March, 2009.*

**Reply: There is no additional liability for the year 2008-09 to IMG other than what has been provided above.**

HELD AT

ON

TIME

Annexure B as approved at the GC on 11<sup>th</sup> Aug 2009

- As per the agreement entered into with M/s. Adfactors AR Private Limited, monthly retainer ship fee of Rs. 6 lacs is required to be paid. BCCI-IPL has made payment of Rs. 6 lacs per month from October 2007 onwards even though the agreement commences only from October 2008.

*The Governing Council to confirm and ratify the payment of retainer ship fees for the period October 2007 to September 2008.*

**Reply: IPL GC Ratifies the expenses.**

- Further, as per the agreement entered into with M/s. Adfactors AR Private Limited, an amount of 5% of the total fee is required to be paid towards miscellaneous expenses incurred by M/s. Adfactors PR Private Limited. However, no such expenses have been accrued for in the books.

*The Governing Council to confirm that no liability exists in respect of the same.*

**Reply: No further liability will accrue.**

- BCCI-IPL has purchased tickets from Franchisees in respect of various matches played during IPL Season 2008. With respect to tickets purchased from M/s. Indiawin Sports Limited for various matches, the claim made by Indiawin towards the cost of tickets is Rs. 83,099,000. However, BCCI-IPL has paid only an amount of Rs. 47,751,600 based on the approval of the Chairman IPL. No provision has been made in the books with respect to the balance amount of Rs. 35,347,400.

*The Governing Council to confirm that no provision is required in respect of the balance amount.*

**Reply: No further liability will accrue.**

- As per the Governing Council Meeting held on 16 September 2008, rental amount for the Venues shall be paid by BCCI-IPL and deducted from the Franchisees' Share of the Central Rights Income, in case the same has not been paid by the Franchisees to the Association.

As per the Annual Report of the Hyderabad Cricket Association for the financial year 2008-2009, it was noted that the ground rent for Hyderabad Cricket Association has not been paid by the M/s. Deccan Chronicle Sporting Ventures Private Limited for IPL 2008.

*The Governing Council may evaluate the need to deduct the same from the Share of Net Central Rights Income payable to the above referred IPL Franchisee.*

**Reply: There is no claim from Hyderabad Cricket Association. Hence payment or provision does not arise.**

- As per the terms of the employment entered into with Mr. Sundar Raman, COO of IPL, he is entitled for performance incentive of a maximum of 50% of fixed cost evaluated by the Chairman of IPL based on the evaluation as specified in the Finance Meeting held on 25th March, 2008. However, no such amount has been provided for in the books of BCCI-IPL.

*The Governing Council to confirm that no liability is required to be accrued in respect of such performance incentive as at 31st March, 2009.*

CHAIRMAN'S  
INITIAL

HELD AT

ON

TIME

Annexure B as approved at the GC on 11<sup>th</sup> Aug 2009

**Reply: Entry will be passed in the books of accounts as and when the payment is made.**

- We noted that the fourth floor of the Cricket Centre has been rented from the Mumbai Cricket Association for BCCI-IPL Office Premises. In this regard, we were informed that the premises have been occupied by the Board from October 2008. However, no rent has been accrued for in the books with respect to the occupation of the fourth floor in the Cricket Centre for the current financial year.

Subsequent to the year-end, the Board has paid an amount of Rs. 15 Crores towards lease rent advance to MCA. However, no agreement has been entered into by the BCCI-IPL in this regard.

*The Governing Council to confirm that no rent is payable by the Board for the period October 2008 to March 2009.*

**Reply: Since the agreement between BCCI and MCA is not yet signed, no provision is made in the books. The expenses shall be booked once agreement is signed. The CAO informed that agreement has been signed and Finance department to take copy and implement the same.**

- As per the franchisee agreement entered into with Franchisees, home stadium refers to the venue at which the team shall play its home matches. However, with respect to the agreement entered into with M/s. Royal Challengers, Bangalore, the home stadium has been shown as MA Chidambaram, Chennai.

*The Governing Council to confirm and if necessary, correct the franchisee agreement entered into with the above referred Franchisee.*

**Reply: It is a typographical error and we will correct this.**

- BCCI-IPL has engaged M/s. Group M Media to provide Advertising and Campaigning services. As consideration of the services rendered, BCCI-IPL pays agency fees of Rs. 80 lacs per annum as agreed between the parties. With respect to the payment of first installment of Rs. 25 lacs by BCCI-IPL, tax has been wrongly deducted u/s. 194 C @ 2.266% instead of deducting u/s. 194H @ 11.33%. The differential tax liability amounts to Rs. 261,610.

*The Board to take necessary steps to remit the differential tax amount to the Income tax Department.*

**Reply: The payment shall be effected if liability arises in the future**

- Further, the Honorary Secretary of the Board has disallowed the stay charges incurred for the following persons. However, the same has not been recovered and has been considered as expenses.

Name	Amount In USD	Amount in Rs.
Ms. Vinita Bangard	600	29,370
Mr. Viraf Mistry	600	29,370
Mr. Amit Mehta	1,400	68,530
Mr. Charithraj Shetty	1,400	68,530
<b>Total</b>	<b>4,000</b>	<b>195,800</b>
Tax @ 7%		13,706
Service Charges @ 10%		19,580
<b>Total</b>		<b>229,086</b>

Further, it was noted that Travelling Expenses of Rs. 22,474 incurred for Mr. Viraf Mistry has been paid by the Board.

HELD AT

ON

TIME

Annexure B as approved at the GC on 11<sup>th</sup> Aug 2009

*The Governing Council to decide on the above expenses incurred and accounted by IPL.*

**Reply: IPL GC ratifies such expenses.**

- With respect to the payments made to Twenty First Century Media, tax has been shortly deducted by BCCI-IPL. The details of the same are as under:

JV No. & Date	Gross Amount	Tax to be Deducted	Tax Deducted	Amount in
				Rs.
				Difference (Excess)/Short
JV No. 86 dated 10 <sup>th</sup> May 2008	28,572,305	647,488	-576,277	71,211

*The Board to ensure the remittance of the differential tax.*

**Reply: The payment shall be effected if liability arises in the future.**

#### 7. FIXED ASSETS

- M/s. Shashi Prabhu and Associates, Architects and Planning Consultants, render services to BCCI-IPL in certifying the amount of services provided by various parties for various capitalizations. However, no fees has been accrued for with respect to Shashi Prabhu and Associates in IPL books for the services rendered.

*The Governing Council to ensure that no liability is required to be accrued in respect of the above.*

**Reply: There is no separate arrangement with Architects for IPL services.**

- On our verification of fees paid for Trade Marks, following are the instances of double payments noted:

S. No.	JV No./Date	Particulars	Party	Invoice No.	Invoice Date	Invoice Amount
1	64/ 30th April, 2008	IPL20 Registration in European Union	Duran – Correctjer	48.099	11th April, 08	Rs. 308,758 (USD 4,870)
	234/ 1st July, 2008			48.098	11th April, 08	Rs. 336,220 (USD 4,877)
				48.099	11th April, 08	Rs. 335,738 (USD 4,870)
2	522/ 16th Dec, 2008	IPL T20 registration in New Zealand & Australia	Allens Arthur Robinson	90297831	21st April, 08	Rs. 229,424 (USD 7098)
	240/ 1st July, 2008			90297831	21st April, 08	Rs. 297,998 (USD 7098)
	240/ 1st July, 2008			90297785	27th April, 08	Rs. 262,603 (USD 6255)

*The Board should make a thorough check in respect of the invoices received and should recover the excess amount paid to the vendors. Further, suitable controls have to be put in place to make sure that payments are made only after due verification by an independent person from the Finance Department in addition to the approving authority to avoid such lapses in future*

**Reply: Noted**

CHAIRMAN'S  
INITIAL

HELD AT

ON

TIME

Annexure B as approved at the GC on 11<sup>th</sup> Aug 2009**8. CURRENT ASSETS/LIABILITIES**

- The Board is in the process of obtaining confirmation of balances from State Cricket Associations, Foreign Cricket Boards, International Cricket Council etc and performing reconciliation of the same, wherever necessary. As at 31st March, 2009, the details of the balance of assets and liabilities included in the financial statements, for which no confirmations have been received is as under:

Particulars	Amounts Receivable Rs.	Amount Payable Rs.
State Cricket Associations	36,000	6,690,000
Foreign Cricket Boards	407,120,000	
International Cricket Council	-	-
Sponsors / Franchisees	-	1,900,389,879
Vendors	-	170,735,945

The Board does not follow a practice of obtaining Statements of Account / Balance Confirmations for the amounts receivable from Foreign Cricket Boards, Associations, Sponsors, Franchisees, Service Providers and Others on a regular basis and reconciling the books of account with the Statements of Account / Balance Confirmations.

*Obtaining Statements of Account / Balance Confirmations and periodic reconciliation of the same with the corresponding account balances as per the Board's books is imperative for validating the transactions / outstanding balances.*

Reply: Noted

**9. ENFORCEMENT DIRECTORATE**

- During the year, the Board has received notices under Section 37 of the Foreign Exchange Management Act, 1999 from the Directorate of Enforcement for commencement of investigation with respect to the organising of the Indian Premier League 2008. The Directorate of Enforcement has requested for certain information relating to the Indian Premier League and the Board has provided the necessary details.

*The Governing Council to confirm that there has been no further notices received from the Enforcement Directorate in this regard.*

Reply: Noted and no further notices were received

**10. AUDIT REPORT ON SHARE OF NET CENTRAL RIGHTS INCOME TO FRANCHISEES**

- The Governing Council Meeting held on 5th February, 2009 has appointed M/s. S.B. Billimoria & Co for the audit of the Statement of Net Central Rights Income payable to the Franchisees. Accordingly, we have issued a separate Audit Report on the Statement of Net Central Rights Income. The Audit Observations noted during the audit is attached in Annexure 1.

HELD AT

ON

TIME

Annexure B as approved at the GC on 11<sup>th</sup> Aug 2009

*The Governing Council to take on record the Audit Observations included in Annexure 1.*

Reply: Noted



CHAIRMAN'S  
INITIAL



HELD AT

ON

TIME

Annexure B as approved at the GC on 11<sup>th</sup> Aug 2009**C. RATIFICATION BY IPL GOVERNING COUNCIL****1. POURING INCOME**

- BCCI-IPL has entered into an agreement with M/s. Pepsi Foods Limited towards grant of Pouring Rights. The amount received from Pepsi Foods towards the grant of Pouring Rights has been distributed equally among the Franchisees. However, Pepsi Foods has grossed up the tax on the amount of consideration payable and issued a TDS certificate for Rs. 1,727,572. BCCI-IPL has made a provision in the books towards the distribution of same among the Franchisees.

However, it is to be noted as per the decision of the Governing Council Meeting held on 05th February, 2009, it was decided to distribute only an amount Rs. 10 Crores equally among the Franchisees.

*The Governing Council to confirm the excess distribution of Rs. 1,727,572 to Franchisees.*

**Reply: IPL GC Ratifies the expenses.**

**2. EXPENSES**

- BCCI-IPL has incurred costs amounting to Rs. 447,406 towards the printing of tickets which has been claimed by the Jaipur IPL Cricket Private Limited. However, no such reimbursement has been agreed for in the franchisee agreement.

*The Governing Council to ratify the same.*

- On our perusal of expenses incurred for Opening and Closing Ceremony for IPL 2008, no supporting documentation has been furnished with respect to reimbursements of Airfare amounting to Rs. 773,200 claimed by the Presidents and Secretaries of various State Cricket Associations who attended the ceremonies.

*The Governing Council to ratify the same.*

- BCCI-IPL has incurred costs amounting to Rs. 5,441,294 in connection with the Anti-doping case of Mr. Mohammed Asif. The said costs represent the fees paid to Mr. Charles Rusell for the said case.

*The Governing Council to ratify the expenditure incurred.*

- BCCI-IPL has paid an amount of Rs. 3 lacs towards the cost of professional services incurred in relation to IPL Player Agreement between the BCCI and Indian Players participating in the IPL and the Player Agreement between the Indian Players participating in IPL with Franchisees. The Honorary Secretary of the Board has approved for 50% of the cost to be borne by IPL and the remaining to be debited to the players who utilized the said service. However, the entire expenses have been accounted for in the books of BCCI-IPL.

*The Governing Council to ratify the excess expenditure incurred.*

- BCCI-IPL has conducted a workshop for Franchisees in Bangkok in the month of October 2008. BCCI-IPL has incurred a cost of Rs.5,716,969 towards the workshop. No budget has been agreed for with respect to the said workshop.

CHAIRMAN'S  
INITIAL

HELD AT

ON

TIME

Annexure B as approved at the GC on 11<sup>th</sup> Aug 2009

*The Governing Council to ratify the expenses incurred.*

- During the year, BCCI-IPL has paid an amount of Rs. 6,784,225 as interest towards delay in remittance of Service Tax on the deposits received from the Franchisees.

*The Governing Council to ratify the expenses incurred.*

- BCCI-IPL has paid an amount of Rs. 429,203,651 as agency fees to M/s. International Management Group towards IPL Season 2008. The Budgeted costs for IPL Season 2008 is Rs. 20 Crores.

*The Governing Council to ratify the excess amount of Rs. 238,203,641.*

- As per the MOU dated 15th February, 2008 entered into with M/s. World Sports Group, BCCI-IPL is required to pay 5% of the contract value as agency fees in the event of WSG securing partners for IPL. Subsequently, a tripartite agreement dated 18th April, 2008 has been entered between BCCI-IPL, WSG and Hero Honda Motors. In this regard, the agreement does not specify any amount to be payable by the Board to WSG for securing the contract. However, the Board has made a payment of Rs. 10,112,400 (including Service Tax Rs. 1,112,400) to WSG.

*The Governing Council to ratify the amount of agency fees paid to WSG.*

Reply: All expenses are ratified as listed above.



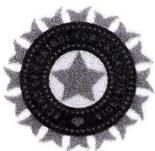
HELD AT

ON

TIME

**Annexure C****List of agreements:**

1. CSA with BCCI –IPL
2. Novation Agreement - Live Cricket Media Inc and Global Cricket Venture and BCCI
3. Production Services Agreement - IMG and IPL
4. Ireland / Devanport
5. Image Entertainment and IPL
6. IPL and Mindshare
7. MOU Megaview Display and IPL
8. BC CI and Zoom Communications' Ltd.
9. 3 D Sports Signs
10. IPL services agreement – IPL and Sports Logistics Ltd.
11. Big Concerts International and IPL
12. Maverick Experience Exhilarator and IPL
13. IMG and BCCI – IPL
14. MSM Satellite and BCCI
15. IPL – BCCI and WSG



The Board of Control for Cricket in India, Cricket Centre, Wankhade Stadium, 'D' Road Churchgate, Mumbai - 400020

CHAIRMAN'S  
INITIAL



HELD AT

ON

TIME

**Annexure E****Approval of Budgeted Income & Expenditure for 2009.**

	<b>2009 Tournament in SA</b>
<b>Media Rights</b>	<b>Rs.</b>
MSM	3,350,000,000
WSG	200,000,000
<b>Total Media rights</b>	<b>3,550,000,000</b>
<b>Sponsorships</b>	<b>Rs.</b>
DLF	400,000,000
Herohonda	180,000,000
Vodafone	198,000,000
Kingfisher	212,000,000
Citibank	180,000,000
Web	80,000,000
<b>Total Sponsorship</b>	<b>1,250,000,000</b>
Franchisee Consideration	2,894,400,000
Misc Income	50,000,000
<b>Total Income</b>	<b>7,744,400,000</b>
<b>League Expenses</b>	
Production Expenses	614,772,600
Umpire Fees	25,675,000
Referee Fees	6,250,000
Match Official Expenses	35,000,000
Anti Corruption & Security Costs	46,500,000
Anti Doping Fees	4,500,000
<b>Total League Expenses</b>	<b>732,697,600</b>
<b>Other Expenses</b>	
Match Staging Costs	417,200,000
Advertisement and Promotions	460,000,000
Hospitality Costs	144,677,616
Look & Feel	52,667,703
Replay Screens	56,963,200
Match Tickets for sponsors (incl hosp)	-
Team and Sponsor Mats	20,744,640



The Board of Control for Cricket in India, Cricket Centre, Wankhede Stadium, 'D' Road Churchgate, Mumbai - 400020

CHAIRMAN'S  
INITIAL

HELD AT

ON

TIME

Prize Money	150,000,000
Payment to Players	39,000,000
Accreditation	20,000,000
Insurance	80,000,000
Security	-
Opening & Closing Ceremony	155,684,612
Match Day Entertainment	150,000,000
IMG Fees	370,788,000
Merchandise	12,500,000
Franchisee Workshops	7,500,000
Travelling Expenses for staff and members	25,000,000
Staff Salary Costs	25,000,000
Professional Costs	5,000,000
Admin Expenses	100,000,000
Other Misc Expenses	-
<b>Total Other Expenses</b>	<b>2,297,225,771</b>
Franchisee payments (as per contract)	3,027,426,920
Subvention to Associations	2,026,080,000
<b>Total Expenses</b>	<b>8,083,430,291</b>

Surplus / (Deficit)

(339,030,291)




The Board of Control for Cricket in India, Cricket Centre, Wankhade Stadium, 'D' Road Churchgate, Mumbai - 400020

CHAIRMAN'S  
INITIAL


HELD AT

ON

TIME

**Minutes of the IPL Governing Council on 2<sup>nd</sup> September 2009 at the Grand Hyatt at 10.30am**

The Chairman welcomed the members and opened the meeting at 10.30am.

**1. Leave of Absence and Attendance:**

**Present – Members of the GC:**

- Lalit Modi – Chairman and Commissioner, IPL
- Shashank Manohar – President BCCI
- Niranjana Shah – Vice Chairman, IPL
- MP Pandove
- Arun Jaitly
- Sanjay Jagdale
- N Srinivasan
- Ravi Shastri
- IS Bindra
- Rajeev Shukla
- Chirayu Amin

**In Attendance:**

- Sundar Raman – CEO, IPL
- Radhika Moolraj – Special Assistant to the Chairman and Commissioner
- Poorna Patel – Manager – Hospitality
- Prasanna Kannan
- Deepak Sharma
- Kasi Vishwanathan
- PB Srinivasan
- PS Rajan

**Leave of Absence granted to the following Members:**

- MAK Pataudi
- Sunil Gavaskar
- Dr. Farooq Abdullah

**2. Approval of the Minutes from 11<sup>th</sup> August 2009:**

The Minutes of the last meeting were confirmed however regards the issue of IMG and the ongoing issue of their termination and the stalemate between the IMG and the BCCI. It was agreed that BCCI President has been authorized to deal with the matter.

**3. Franchise Meeting Update - 26<sup>th</sup> August 2009**

The Chairman explained to the GC that on the 26<sup>th</sup> of August the Franchises were asked to submit their accounts for the IPL to review for reimbursement by the IPL as was agreed when IPL moved to South Africa. However due to the inconclusive supportive documentation to back up the financial claims that the Franchises were



CHAIRMAN'S  
INITIAL 

HELD AT

ON

TIME

making it was agreed that no decision regards this would be made until and unless all supportive documentation was made available by the Franchises to the IPL Team. The guideline of compensation would be based upon the language of the Governing Council resolution that the Hon. Treasurer would revert back to the GC on at the next meeting. The GC pointed out that the following points should be taken into account when making a final decision, that:

- The IPL also paid close to 100 crore Indian Rupees in moving the Tournament to South Africa, costs that would not have been incurred had the Tournament taken place in India;
- The IPL should not pay for the loss of profit to the Franchise;
- The Franchises should hand in all pre-determined agreements signed prior to the move to South Africa to the IPL for the loss reparation to be considered.

#### 4. 2009 Accounts:

- (a) To approve the Audited Income and Expenditure for IPL 2009 till June 2009 – Approved
- (b) To approve responses to Audit Observations and Ratify Expenses – Approved
- (c) To approve Audited Statement of Central Revenue to Franchisees for 2009 and observations thereof – Approved
- (d) To approve the shortfall in franchise revenues and compensation plan as a result of moving to IPL to South Africa: recommendations – Post Meeting with franchisees on August 26<sup>th</sup> 2009 – Approved

The members approved the tournament Income & Expenditure for the year 2009 and also discussed the observations in detail with replies given in 'Annexure – A'

The members approved the statement of Net central revenues payable to franchisees for the year 2009 and also discussed the observations in detail with replies given in 'Annexure – B'

#### Approval of report to BCCI for Year 2008 – 2009

The report was approved.

#### 5. Approval of report to BCCI for Year 2009 to April – September

The report was approved.

6. To look at the Franchise Agreement and examine each of the Comments posted on the same and to take note of the fact what needs to be done by us to ensure compliance by all Franchisees in implementation of the same and the impact of the same to IPL/BCCI for non compliance by Franchisee.

CHAIRMAN'S  
INITIAL

HELD AT	DATE	TIME
---------	------	------

The members told the team to implement the same without delay.

**7. To approve having an Imprest account at Head Office**

The president agreed to the same being set up effective immediately with the amount to be available in the account initially to be determined.

**8. Any other item by permission of the Chair.**

**Members requested that Champions League must make the same noise level as IPL to ensure the success of Champion League and as such we should leave no stone unturned for the same.**

**The meeting was called to a close by the Chairman at 11.15am.**



CHAIRMAN'S INITIAL	
-----------------------	---

HELD AT

ON

TIME



**Minutes of the Governing Council Meeting of Indian Premier League held on 17<sup>th</sup> December 2009 at 04:00 PM at Cricket Centre, Wankhade Stadium, Mumbai**

The following members were present:

1. Mr. Lalit Modi	Chairman
2. Mr. Niranjan Shah	Vice Chairman
3. Mr. Arun Jaitley	Member
4. Dr. Farooq Abdhullah	Member
5. Mr. I S Bindra	Member
6. Mr. Rajiv Shukla (part)	Member
7. Mr. M A K Pataudi	Member
8. Mr. Ravi Shastri	Member
9. Mr. Sunil Gavaskar	Member
10. Mr. Anurag Thakur	Special Invitee
11. Mr. Shashank Manohar	President, BCCI
12. Mr. N Srinivasan	Hon. Secretary, BCCI
13. Mr. Sanjay Jagdale	Hon. Jt. Secretary, BCCI
14. Mr. M P Pandove	Hon. Treasurer, BCCI

In Attendance:

Special invitees

1. Mr. Sundar Raman	Mr Peter Griffiths	- IMG
2. Ms. Radhika Moolraj	Ms Catherine Simpson	- IMG
3. Ms. Poorna Patel		

- Chairman welcomed the members. Leave of absence was granted to Mr. Rajeev Shukla and Mr. Chirayu Amin
- Confirmation of the Previous Governing Council Meeting held on 2<sup>nd</sup> September 2009

The minutes of the previous meeting was approved.

- Post Event Report for IPL 2.0 - 2009

Members noted the post event report that was presented and circulated. The members recommended the following for 2010

- Strategic time-out: Mandatory Bowling time out to be taken between overs 6 and 8 and batting time out between 13 and 15.
- Update from Bangkok Franchisee Meeting
    - Player Trading regulation 2010 and Update

CHAIRMAN'S  
INITIAL

HELD AT

ON

TIME



From the audited 2008 ticket revenue, the amount of 10.7 Crores is deducted as saving to Franchisees on match staging costs since IPL incurred costs for match staging. Further an amount of Rs. 2.59 Crores has been deducted as approximate payment by IPL for 2009 ticketing revenue. As per calculations, the amount due will be Rs. 2.65 crores to Delhi Daredevils and Rs. 0.76 Lakhs to Bangalore Royal Challengers. It was further decided that IPL will not recover any amount from the Franchisees on the loss calculations.

5. Expectation of Franchisees on share of Income from CLT20

Since this is a matter for BCCI to consider the share payable, if any, members decided to place the matter to BCCI Working Committee for their consideration.

6. Staffing plan and new appointments: Update

Members approved the following appointments

James Rego – Director, Broadcast services. His appointment will be effective 1<sup>st</sup> January 2010. Members authorized the Chairman to decide on the remuneration and terms of appointment.

Utkarsh Singh – Director, Marketing. His appointment will be effective 1<sup>st</sup> January 2010. Members authorized the Chairman to decide on the remuneration and terms of appointment.

It was decided that the Tournament Director / Director/Manger of Cricket Operations be appointed as temporary assignment every year. For the year 2010, it has been decided to appoint Mr. Nigel Loughton for a four month period from February. Members authorized the Chairman to decide on the remuneration and terms of appointment.

Ms. Poorna Patel who was previously appointed as Manager Hospitality with no salary has been appointed for a period of 5 years from August 2009 with a remuneration of Rs. 28 Lakhs per annum as Manager, Marketing Services.

7. New Commercial Rights for IPL

a. Ratification and approval of IPL theatrical tender

Members approved the tender subject to the Tax opinion from Mr Soli Dastur.

b. Central Licensing - IPL Watches and Men's accessories

Members approved the proposal for Central Licensing of IPL watches and Men's accessories with Finex distributor.

8. IPL Season 2010

a. Budget & Vendor approval

CHAIRMAN'S  
INITIAL

HELD AT

ON

TIME



Members approved the budget for the year 2010 (Annexure – A). Members also requested the Chairman that in future a hard copy of the budget be circulated well in time so that the same can be studied before the meeting. The following vendor's were also approved:

- i. DNA – Opening & Closing ceremony, Match day entertainment for the play offs.
- ii. ITC – Catering services for play offs.
- iii. Carving Dreams – Hospitality services for play offs.
- iv. TCM – Stadium Branding (Look & Feel)
- v. Technology Frontiers – Replay screens
- vi. IMG Media – Production services
- vii. Zoom Communications – Kits & Facilities suppliers
- viii. Marketing and advertising promotions: Ogily&Mather (O&M) for production of Advertisements including creatives, GroupM for Media buying, Quasar Media promotions on internet & Adfactors for PR.

b. Ratification of Semi Finals and Final

It was proposed that Semi Finals for IPL 2010 will be held in Bangalore and the Finals will be held in Mumbai. It was also mentioned that previously, it was approved by GC that 25% of the net revenue from each of the Semi finals will be paid to the previous year's losing semifinalists and 50% of the net revenue will be paid to the winners of the previous year. However it was explained that henceforth the entire income from Playoffs should be to IPL and that the venue should be decided by IPL alone. Members approved the proposal.

9. Emerging Media: Consideration to move to Ahmedabad as permanent venue

Members did not approve the request of Emerging Media to move to Ahmedabad as permanent venue and requested the Chairman to relook at the schedule whereby Jaipur also hosts some of the matches.

10. IPL season 2011 : New Franchisees

Members approved the proposal of including 2 new franchisees from the year 2011 and approved the reserve price at USD 225 Million for 10 years and similar terms as existing franchises for period beyond that.

11. IPL Season 2011: Players

Chairman presented 7 of the 8 franchises views to feature all players in the auction for 2011 season. Members deliberated on this and felt there should be continuity in teams and that a minimum of 4 Indian players and 3 foreign players should be retained by the existing Franchisees. Mr Manohar recommended Team India contracted players be restricted to play no more than 14 matches of

CHAIRMAN'S  
INITIAL

HELD AT

ON

TIME



IPL in any season. Chairman was to look into this suggestion. Members requested that the Chairman work out the modalities and place the regulations in the next Governing Council for final approval.

12. Travel Partner tender

Members approved the issuance of travel partner tender and requested the Chairman to release the same and finalize the travel partner.

13. Ratification of Agreements & Contracts

Members approved the appointments of IMG Media, TAM and Repucom.

14. Marketing Plans & Media Plans

Members approved the Marketing and Media plans for IPL 2010

15. Letters by KXIP

Members felt that the matter of underwriting KXIP's revenue for the shift to Dharamshala is a private matter between KXIP and Himachal Pradesh Cricket Association and that IPL cannot underwrite the revenue to KXIP. The decision is left to KXIP if they want to play in Dharmshala or not and that IPL cannot force the franchisees to play a match,

16. Any other item with permission of the Chair

It has been decided to pay Honorarium to the following people who were involved in organizing IPL in South Africa upto a total amount of INR 15 Lakhs. Members authorized the Chairman to decide on the break-up. The staff identified were - Prasanna Kannan, S Murali, P R Venkatsubramanian, Nilesh Dhulap, Marvine D'souza & Dalpat Vadolikar.

The meeting ended with thanks to the Chair.

CHAIRMAN'S  
INITIAL

HELD AT

ON

TIME



## Day 2 IPL Workshop Bangkok, 11<sup>th</sup> November 2009

The Franchises were requested to raise their key concerns for the future of IPL going forward and the following are listed below:

In regard to expansion of IPL Teams : these were the views of the Franchisees :

1. RCB - we should allow
2. DC - We should allow
3. RR - We should allow
4. DD - We should allow
5. MI - We should allow
6. KxiP - We should allow
7. KKR - We should allow
8. CSK - we should not allow. :

1. 2010 Player Auction and Caps:

The teams were asked their opinion on the same and they reverted as follows:

Bangalore Royal Challengers – All players to be put in the auction pool with a cap of USD\$ 7 to 9 million.

Delhi Daredevils – All players to be put in the auction with a cap of USD\$ 7 million.

Hyderabad Deccan Chargers - All players to be put in the auction pool with no cap. Post meeting DC has come back saying with Cap.

Kings XI Punjab – All players to be put in the auction pool with a cap of USD\$ 5 million.

CHAIRMAN'S  
INITIAL

HELD AT

ON

TIME



Rajasthan Royals – all the players should be put in the auction pool with a cap that is kept low.

Mumbai Indians – Would prefer to retain certain players to their team and have a cap of USD\$ 7 to 8 million. They also requested that domestic players be kept out of the auction.

KKR – have suggested that all players be put in the pool with a reasonable cap. However, they also recommended that with the problem of the FTP interfering with the players being available through the full season, the Indian players should be the only ones that are auctioned.

Chennai Super Kings – Want the option of keeping a few players. If this isn't an option then all the players should go into the auction without of a cap on the spend. //

2. It was confirmed that post season 3 in 2010 there would no longer be an ICON Player status.
3. The franchises wanted to know the cap on the number of players in each squad and await a clarification from the IPL GC.
4. KKR recommended with the support of the remaining Franchises that the auction should be post Season 3 and be held after the next season of CLT20 so that the teams that were eligible to play in CLT20 would be same that won the IPL.
5. It was recommended that no Franchise should be allowed a squad of 60 to 70 development/ domestic players if they are kept out of the auction as this would in turn cause a monopoly. All the Franchises were in favour of this except Mumbai.
6. Catchment areas – KXIP recommended that the current catchment areas be protected with Deccan Chargers supporting them. The other Franchises were not in support of the same citing that in the last 2 years of IPL, they have not really developed the same.
7. It was recommended that on the subject of the U19/U20 and U21 players for India, they would illegible for the IPL if they were already a part of or coming through the Ranji system or the national team.




 CHAIRMAN'S  
INITIAL
 

HELD AT

ON

TIME



The Franchises requested clarity from the IPL as to why their reimbursements from South Africa which had been promised to them were still not done and the Chairman explained that some Franchises had submitted incorrect and unsubstantiated proof of loss for reparation.

The Franchises, led by Srinivas Bommisdala also informed the IPL GC that they wanted to form a Franchise Association which the Chairman said a collective body of people can do what they want and further to this the Chairman suggested that the Franchises then set up an IPL Foundation to keep spirit of giving alive each year by choosing a fund to donate to from ticket sales.

The session closed at 7pm



CHAIRMAN'S  
INITIAL

HELD AT

ON

TIME



**Minutes of the Governing Council Meeting held on 7<sup>th</sup> March 2010 at Fours Season Hotel, Mumbai**

**Members Present:**

Mr. Lalit Modi	Chairman
Mr. Niranjana Shah	Vice Chairman
Mr. Chirayu Amin	
Mr. Rajeev Shukla	
Mr. Sunil Gavaskar	
Mr. Ravi Shastri	
Mr. M A K Pataudi	
Mr. Shashank Manohar	President, BCCI
Mr. N Srinivasan	Hon. Secretary, BCCI

**Attendees:**

Mr. Sundar Raman  
 Mr. Prasanna Kannan  
 Ms. Poorna Patel  
 Ms. Akhila Kaushik  
 Mr. K S Viswanathan

**1. Leave of Absence**

Leave of Absence were granted to Mr. Arun Jaitley, Mr. I S Bindra, Mr. Farooq Abdhullah, Mr. Sanjay Jagdale, Hon. Jt. Secretary and Mr. M P Pandove, Hon. Treasurer.

**2. Minutes of IPL GC meeting from 17<sup>th</sup> Dec 2009 & Action taken report**

President, BCCI, pointed out that for IPL Season 2011, the players who are to be retained by the existing Franchisees will be 4 Indian Players and 3 Foreign Players and the Indian Contracted players will be restricted to play no more than 14 matches every season. This proposal is to be recorded as approved and the Chairman is requested to work out the modalities and bring it to the next Governing Council meeting.

**3. New Franchise bids & approval of winning bid franchises & cities**

The Chairman proposed that the this Item will taken up at the end for discussion.



**4. Ratification of Theatrical tender**

Members approved the Theatrical tender and the Agreement.

**5. Approval of Viacom18 and other Licensing Deal & execution partners for licensing deal**

Members noted the Licensing deals (Viacom, Karbon for IPL Nights) which were done on behalf of the franchisees and also approved that the payments of the licensing agreements less execution costs (Chasing Ganesha, Banquets, Licenses and Security) to be paid to all franchisees equally.

**6. Green IPL – UNEP partnership MoU**

Members approved th MOU of IPL and UNEP.

**7. Ratification of new sponsorships – Blimp, Time out, Play off, Official Partners**

Chairman explained the following new sponsorships signed for IPL:

- MRF for Blimp Sponsorship for Rs. 15 Crores
- MAXX Mobile for Timeout and official partner for Play offs for Rs. 8 Crores for 2010, Rs. 10 rores for 2011 and Rs. 12 Crores for 2012 with a proraa increase for number of matches played in 2011 and 2012
- Karbon for Official Partners – Rs. 16 Crores for 2010, Rs. 24 Crores for 2011 and Rs. 28 Crores for 2011 with a prorata increase for number of matches played in 2011 and 2012.

Members unanimously approved the above deals.

The Chairman also explained that we have 150 Seconds in Sony Max for promotional inventory during the tournament which can be sold to a thrid party. The members authorised the Chairman to go ahead and find a prospective parner for the same.

The Chairman also explained that IPL is in advanced negotiation with BSNL and Volswagen and explained that the same should be closed shortly. It is explained to the members that WSG has signed a deal with ITV in UK for the UK territory and since UK is the second biggest market, Chairman proposed that IPL should spend reasonable amount for Public Relations and Marketing in UK. Members approved this unanimously.



## 8. Staff related approval

### a. Appointment of temporary staff for IPL

Mr. Nigel Laughton's appointment as Cricket Operation Manager was approved at a fee of GBP 10,000. Mathew Slade's appointment as Manager, Media Relations was approved at a fee of USD 17,500. Members also approved the appointment of Mr. Mukund Kaushal as Security Consultant and authorised the Chairman to fix the remuneration.

In addition, it was explained to the members that for smooth functioning of IPL, 25 temporary staff has to be hired for the event and that the staff budget will not be more than Rs. 25 Lakhs for their fee. The members authorised Chairman to appoint temporary staff and fix their remuneration.

### b. Redesignation of staff – Sundar Raman, Prasanna Kannan & Poorna

Members approved the following redesignation of the following staff:

- Ms. Poorna Patel will be designated as Head of Marketing Services
- Mr. Prasanna Kanna will be designated as Head of Business, Finance & Commercial services

## 9. Per-diems of staff & GC

For the IPL season 2010, the following Allowance is approved for staff:

- For the managers, it is recommended an allowance of Rs. 3,800 per day as allowance in addition to meeting the Travel, Boarding, Lodging and transportation.
- For Other staff, Rs. 2000 per day as allowance in addition to meeting Travel, Lodging and transportation. All other expenditures to be met by them directly.

The allowance to start from 15<sup>th</sup> February or from the date of joining, whichever is later except for Nigel, where the Pds starts from 8<sup>th</sup> February as per his appointment.

For GC members except the Chairman / Vice Chairman (no cap on travel), it is recommended that IPL should bear expenses of upto 20 days or 10 trips of their cost of travel and hotel outside of the Opening Ceremony and for the Semi Finals. For all the GC members, Vice Chairman and Chairman, the Allowance recommended is Rs. 10,000 per day in addition to meeting the actual expenses.

HELD AT

ON

TIME



### 10. Accounting Policy

The existing Accounting policy of BCCI for IPL Tournament is as below:

"Tournament related Income and Expenses of the Indian Premier League / Champions League T-20 are recognised in the Income & Expenditure Account in the year in which the Tournament is held / completed. Administrative and Other Expenses are accounted as a period cost and are booked on accrual basis in the period to which the costs are incurred."

Member approved that the entire Income and Expenditure for IPL Tournament 2010 will be accounted in the Financial Year 2010-11 and that the Administrative and other expenses are to be accounted in the period of which the costs are incurred.

President BCCI directed that the Tournament Income & Expenditure has to be completed and audited for submission by end of July 2010 to be submitted to the AGM. The appointment of M/s S B Billimoria for the audit of Tournament Income & Expenditure as well as the Statement of Allocation of Net Central Income to Franchisees for the IPL tournament 2010 was approved by members under same terms as last year.

### 11. Letters received from Franchisee regarding Ravindra Jadeja and Kamaran Khan

It was explained to the member that regarding Mr. Kamaran Khan, the BCCI committee on Suspect bowling has not cleared him for playing in IPL and he has got clearance from Bio Mechanics in Australia. Mr. Ravi Shastri explained that the tapes will be sent to Mr. Venkatraghavan for his review and subject to his clearance, Mr. Kamaran Khan can play in IPL. However, the umpires have the option of calling (no-ball) Mr. Kamaran Khan if his action is still suspect.

The President briefed the members regarding the situation with Mr. Ravindra Jadeja. Mr. Jadeja represented India in the Under-19 World Cup and signed a contract with Rajasthan Royal under the draft system for one year (2008). In 2009, the option was given to the franchisees either to renew the players for one year term or two year term. Eventhough, Rajasthan Royals sent the contract for two years, Mr. Jadeja signed the contract for only one year. In 2009 September after the second year of the tournament when Rajasthan Royals approached Mr. Jadeja to sign a contract for the third year, he refused to sign them and asked for more money and also informed that one other team is approaching him for signing.

Members felt that what Mr. Jadeja did was wrong since the option was left to the Franchisee to sign him and eventhough the franchisee was willing to sign Mr. Jadeja, Mr. Jadeja refused to sign the contract. Based on this President, BCCI recommended One year ban on Jadeja on playing IPL in 2010 and will go into the auction for the next year. Members unanimously approved the same.

4

CHAIRMAN'S  
INITIAL

HELD AT

ON

TIME



### 12. News Broadcaster's Association issues with Media Accreditation

The Chairman explained that in the past the News channels have blatantly violated the norms given by IPL with news channels cut live to the Max Fees and have packaged IPL news shows monetising the same for huge values. It was also explained that the new accreditation guidelines given to the news broadcasters are in line with international accepted standards and hence BCCI-IPL should not give in to the blackmail for the News broadcasters who are completely blacking out news on IPL. The Members unanimously approved the same.

### 13. Other Ratifications

The additional resources of NSA has been approved – 8 Additional SLO's for the teams. 8 additional SLO's for the Match Officials and 3 additional CPOs.

The members also approved the contract with Visual Impact for hiring of 3 vans for IPL 2010 at a cost of Rs. 5.00 Crores and also hiring of 4 Vans for a period of 7 years from 2011 at a costs of Rs. 6.75 Crores.

### 14. Any others with the permission of the Chair

- a. Additional Costs on hiring Blimp from IMG Media for a cost of GBP 602,000 was approved
- b. Members also approved Incentive of 50% of salary for second year of contract for Mr. Sundar Raman.
- c. The members approved the payment to IMG media under the following payment terms since this was also part of the Production ITT in the second year:
  - i. 33.33% one month Prior to the first match
  - ii. 33.33% on the day of the first match
  - iii. 33.33% on the day of the last match
- d. The Members approved the reversal of Rs. 1.50 Crores which was shown as recoverable from Rajasthan Royals for the Opening Ceremony of the 2009 season since the tournament moved to South Africa and they didn't get any additional revenue on Opening Match

The Item – 3 on the awarding two new franchisees from 2011 was taken up for discussion.

The President, BCCI, requested Chairman that he would like to first say something in regard to the ITT before he makes or gives the details. He went on to explain to the members that the conditions laid in the tender is unreasonable and reprimanded the Chairman for fixing

HELD AT

ON

TIME



unreasonable conditions for the eligibility. He explained that these preconditions were not part of the 2008 tender specifically the following qualifications:

- USD 1 Billion Network
- In case of the consortium, at least one of the member has to satisfy the USD 1 Billion net worth
- The Member of the consortium who is satisfying the network to be liable for all of the members.
- The Performance Guarantee / Bank Guarantee to be provided for the Bid amounts that could equal to 100% of the total bid amount.
- Right of IPL to get a Bank Guarantee within 48 Hour

The President further explained that he had further received complaints from GC members in regard to these conditions and Sahara who are sponsors of the Indian Cricket team and pay the BCCI 500 Crores per annum have deliberately been kept out of the tendering process due to some of the above conditions and they have written to him saying if they were good enough to pay 500 Crores to BCCI how can they not be worthy enough to pay 150 crores a year (30 million dollars) even if they were to have bid 300 million dollars. Similarly other companies like Jagran group have also expressed the same concern that it is a deliberate attempt to keep most companies out. He explained that BCCI being a public body must not indulge in these kind of practises and as such should cancel this ITT and that he has worked on a new ITT and same should be approved by the Chairman and Hony Secretary BCCI and the same should be floated immediately by the Chairman and the same should be informed to the current bidders and Media. He further informed that he had also spoken to Mr Arun Jaitly who is not present here today and who concurred with his view.

The Chairman then explained that he had drafted these qualification to protect the BCCI's interest and as such there was no intention on his part to exclude any one. He further elaborated that these conditions were cleared by him with the President on the Phone and only then did he put the tender out. The President clarified yes – the Chairman in general had sought his approval as such but he had not read the document and on the reading of the document and receiving the various complaints he is of the firm view that the said ITT should be cancelled under clause 11. 4 of the ITT.

The members unanimously accepted President's view and decided to cancel the Bids and return the tenders unopened, further payback 5 Lakhs Rupees to the bidders who bought the tender and issue a fresh tender with the following qualifications specifically :

- The Bidders should buy the New tender for Rs 5 Lakhs
- The Bidders should deposit 10 Million dollars as Performance deposit a few days before the tender is to be opened and the same as in the last ITT be adjusted against the first payment to be made by the successful bidder.

HELD AT

ON

TIME



- The successful bidder must deposit a 10% bank guarantee on a rolling basis of the amount they bid.
- There should be no net worth criteria laid down as in the last ITT.

The chairman was asked to call the bidders and explain to them that the ITT has been cancelled by the Governing Council as per clause 11.4 of the ITT. No further discussion on the tender process progressed.

The Chairman called the Bidders and informed them that the ITT has been cancelled and fresh tenders will be issued and that they can take back there unopened Tenders.

It was also decided to hold the Governing Council Meeting in Chennai on 21<sup>st</sup> March 2010 at 11 AM and that the Bid can be submitted on the same date by 10 AM.

~~The meeting ended with thanks to the Chair.~~

  
Chairman