



## REQUEST FOR QUOTATION FOR

### PROVISION OF PHOTOGRAPHIC SERVICES FOR MATCHES AND CERTAIN OTHER EVENTS

#### **1. Introduction**

- 1.1 The Board of Control for Cricket in India (“**BCCI**”) is a society registered under The Tamil Nadu Societies Registration Act 1975, having its Headquarters at Cricket Centre, 4<sup>th</sup> Floor, Wankhede Stadium, 'D' Road, Churchgate, Mumbai, 400 020.
- 1.2 The BCCI wishes to engage a service provider for providing the Services (as defined below).
- 1.3 Accordingly, the BCCI through this document requests for quotation(s) (“**RFQ**”) from Interested Parties who have the desire and competence to be appointed for provision of the Services (specified in Clause 4.1) for the period commencing from the date of the execution of the agreement between the BCCI and successful Interested Party till 30 June 2021 (“**Term**”) in relation to Domestic Matches, International Matches, IPL Matches and any cricket matches and Events organised by BCCI during the Term.
- 1.4 For the purpose of this RFQ, Domestic Cricket shall mean cricket matches (other than the international matches and matches forming part of the Indian Premier League) that are a part of domestic series/tournaments organised by the BCCI and played in India.
- 1.5 Please note that no quote from any party who intends to re-sell the right to provide the Services will be accepted.

#### **2. Eligibility:**

- 2.1 The eligible Interested Party is required to demonstrate that they have the experience of delivering services – Photography Services for in relation to the matches and other events as specified in the clause 4 and having similar experience of at least 10 years.
- 2.2 All Interested Parties are required to submit documents exhibiting the aforesaid by email to [rfq@bcci.tv](mailto:rfq@bcci.tv) as per the timelines provided in Section 5, together with the documents specified in Section 2.1 and 4.3 below.

2.3 Any Interested Party, which fails to satisfy the eligibility requirements as set out above, may be rejected by BCCI in its absolute discretion.

### **3. Services -Minimum Requirements (Services):**

#### 3.1. Services for all Matches/Events

(a) The Interested parties hereby agrees to provide full coverage and provision of photography services for all the Matches (Domestic Matches, International Matches, IPL Matches and any cricket match) held during the Term, including but not limited to the following:

The opening and closing ceremonies;  
Team arrivals;  
Player headshots;  
Training sessions;  
Training sessions and match day press conference;  
BCCI Officials;  
Celebration, Parties and off-beat moments;  
Post-Match presentations;  
Official and franchise sponsor activations if requested by BCCI;  
Venue branding and hospitality if requested by BCCI;  
Other media conferences; and  
Any other Events taking place during the Term as notified to the Interested party by BCCI.

(b) The Interested party shall ensure that the Photographs and Images will include cricket action from all Matches, including crowd and spectator activities and will be of a quality expected of world-class photographers for world-class international sporting events.

(c) In relation to Events the Interested party shall ensure that Photographs and Images comprise comprehensive coverage of the relevant Event in such manner as shall be required by BCCI depending upon the nature of the Event.

(d) The Interested party shall ensure the uploading of fully captioned images “Live” from all Matches and Events to BCCI’s as well as the Interested’ s parties website with the remaining images to be uploaded on a real-time basis.

(e) The interested party shall provide a live feed from the Venue/Event onto the official BCCI and IPL digital properties during every Match/Event.

(f) The Interested parties shall also ensure the prompt creation of image download log-in credentials to Third Parties (as defined below) as and when required by BCCI.

#### 3.2. Archive

(a) The Interested parties shall establish an Archive, which will be hosted on the BCCI website. The said Archive shall contain such Photographs and Images

as may be specified by BCCI. The Archive shall be branded as per specifications provided by BCCI and all Photographs and Images shall carry the BCCI watermark.

- (b) The Interested parties shall divide the Archive into such number of albums as BCCI shall request (i) the IPL Seasons, (ii) International Matches, and (iii) Events. Each of these albums shall be highlighted and accessible from the home page of the said website hosting the Archive. The Interested parties shall ensure that BCCI shall have immediate high resolution download access to every Photograph and Image in the Archive. The Interested parties shall ensure that BCCI is at all times able (for no further charge) to add other images to the Archive which are sourced from other third parties or produced itself.
- (c) The Interested parties shall maintain the Archive and upload Photographs and Images from each Match and Event. The number of Photographs and Images uploaded shall be as per BCCI requirements.
- (d) The Interested parties shall supply unedited Photographs and Images on a hard drive at the conclusion of each IPL Season, each series of International Matches or each Event. For the avoidance of any doubt, it is clarified that the BCCI shall have the original and unedited version of every Photograph and Image in RAW format.
- (e) The Interested parties shall, at all times, maintain a full back up of the said Archive on BCCI's internal server (to ensure instant access to a complete library of fully captioned high-resolution print ready, BCCI branded Photos and Images as and when required and should be accessible from any location.

### 3.3. Distribution

- (a) The Interested parties shall ensure that BCCI nominated parties, partners, agencies, media houses and publication houses ("Third Parties") shall have access to any or all of the above-mentioned albums for high resolution download without charge. The number of downloads shall be decided by the BCCI from time to time. BCCI shall notify the Interested parties of the approved Third Parties and may update such list from time to time.
- (b) The Interested parties shall ensure that the Photographs and Images that are uploaded on the said Archive shall be print ready up to the quality required for newspaper and magazine use.
- (c) Once the BCCI has approved a Third Party, the Interested parties will without any delay grant access to the said Third Party and manage their image downloads.
- (d) The Interested parties shall provide a monthly download report detailing the images downloaded by each Third Party and also internally by the BCCI.

- (e) It is acknowledged and agreed that the BCCI shall have complete control over the terms upon which any Third Party may be granted access to the Archive.
- (f) The Interested parties shall assign a team leader for each of the Venues at which the Matches are played or any other Event takes place who shall be available to BCCI immediately upon request.

### 3.4. Uploading of Images

- (a) The Interested parties shall ensure that the following number of images per Match will be uploaded on the Interested parties's website, the official BCCI and IPL digital properties and the Archive, without any watermark/signature of the Interested parties:

Format of Matches	Match Uploaded Tagged Images	Additional Supply (post match on hard drive Supplied)	Total Supply
Test	500	2000	2500
ODI	100	400	500
Twebty20 I	100	200	300
Domestic	100	200	300
Match held during the League	300	700	1000

- (b) For the sake of clarification:
  - (i) for a Test Match with five days play the Archive shall have 500 fully captioned Photographs and Images available on the Interested parties's searchable archive and an additional 2000 Photographs and Images supplied to BCCI on DVD/HDD for future use;
  - (ii) for each ODI Match the Interested parties shall upload 100 captioned Photographs and Images and supply BCCI with an additional 400 Photographs and Images supplied on DVD/HDD;
  - (iii) for each international Twenty/20 Match the Interested parties shall upload 100 captioned Photographs and Images and supply BCCI with an additional 200 Photographs and Images supplied on HDD.
  - (iv) for every Match during the League, the Interested parties shall upload 300 captioned Photographs and Images and supply BCCI with an additional 700 Photographs and Images supplied on DVD/HDD.
  - (v) for each Domestic Match the Interested parties shall upload 100 captioned Photographs and Images and supply BCCI with an additional 200 Photographs and Images supplied [To include appropriate requirements for Domestic Matches
- (c) In respect of Events the Interested parties shall upload such number of Photographs and Images as shall be required by BCCI.

- (d) The Interested parties undertakes and agrees to supply full editorial and commercial use of the Photographs and Images both online and in print to BCCI.

### 3.5. Supply of Images

- (a) The Interested parties shall ensure the supply of the following Photographs and Images:

- (i) For each IPL Season: A total of approximately 1000 Photographs and Images of each IPL Match, 500 Photographs and Images of the opening ceremony of each IPL Season, 50 images from the training sessions, 25 images of press conference and such number of Photographs and Images of any other event connected with the IPL Matches as may be requested by BCCI.

- (ii) For the International Matches: A total of approximately 1000 Photographs and Images of each International Match, 500 Photographs and Images of any opening ceremony of an International Match, 50 images of training sessions, 25 images of press conferences and such number of photographs and Images of any other event connected with the International Matches as may be requested by BCCI.

- (iii) For Domestic Matches: As per the requirements of BCCI intimated from time to time.

- (iv) For the Events: Such number of Photographs and Images as BCCI shall require.

- (b) The Interested parties shall ensure that all Photographs and Images taken, including those unedited, shall be supplied to BCCI on a hard drive within 72 hours after the completion of the relevant International Matches or Domestic Matches or IPL Season (as appropriate). The Interested parties shall store the Photographs and Images on the Interested parties's website or the Archive for a period of 4 years solely for immediate and exclusive access by BCCI at any time and without any additional charge and the Interested parties shall at any time within such 4 year period transfer such Photographs and Images to BCCI or any third party nominated by BCCI.

- (c) All Photographs and Images of Matches shall be a mix of individual action (batting, bowling and fielding), moods/emotions of players, incidents on the field (run out, catch behind the stumps, bowled, stumped etc) and shall be of such high quality as is consistent with world class cricket events. Where the Photographs and Images relate to Events they shall cover the duration and breadth of the Event.

- (d) The Interested parties shall set access control so that Third Parties' access of Photographs and Images, can be controlled by BCCI either by specific album or Match/Event. The Interested parties shall also control the visibility of Photographs and Images via a secure log in, as and when requested by BCCI. Should there be Photographs and Images that are for "internal use only" then

these Photographs and Images shall only be made visible to such users that have been granted access by BCCI, allowing the Interested parties to protect the behind the scenes Photographs and Images while making them available to BCCI and other persons authorized by BCCI.

#### **4. Consideration**

4.1 The Interested Party shall in consideration of providing the Services as detailed above at clause 3 be entitled to a consideration as mentioned at the Cost Sheet at Schedule 1 hereto.

4.2 The Interested Parties are made aware that evaluation of Costs will be done based on Cost quoted for Services.

4.3 All Interested Parties are required to submit the Cost Sheet at Schedule 1 together with the documents specified in Section 2.2 above by e-mail to [rfq@bccitv.com](mailto:rfq@bccitv.com), as per the timelines and the manner specified in Section 5 below.

4.4. Terms of Payment:

a) In relation to International Matches Series as follows:

- i. as to 50% on or before the day falling 15 Business Days before the first International Match forming part of the International Series of such matches;
- ii. as to 25% half way through the relevant series of International Matches; and
- iii. as to the remaining 25% within 15 days of the satisfaction in full of the interested party's obligations as informed by BCCI

b) In relation to the League as follows:

- i. as to 30% on or before the day falling 7 Business Days after the first IPL Match of each IPL Season;
- ii. as to 40% on or before the day falling 30 Business Days after the first Match of each IPL Season;
- iii. as to the remaining 30% within 15 Business Days of the satisfaction in full of the Interested Parties obligations and

c) In relation to an Event, within 15 Business Days of the completion of the Event.

#### **5. Timeline for submission of Quotes and Process for Selection:**

5.1 All Interested Parties are required to submit the documentation and quotation requested for in Section 2.2 and 4.3 above from 11AM on 12 March 2019 till 5PM on 12 March 2019 ("Proposal Submission Period") by email to [rfq@bccitv.com](mailto:rfq@bccitv.com). No proposals will be accepted past Submission Period unless BCCI decides otherwise in its absolute discretion.

- 5.2 After due scrutiny of the documents and proposal/quotes submitted by the Interested Parties (as required under Section 5.1 above), the BCCI will by return e-mail inform all the Interested Parties of the successful Interested Party at the earliest.
- 5.3 BCCI shall not pre-judge or advise any Interested Party whether it is eligible or not.
- 5.4 For the avoidance of doubt, BCCI is not obliged to accept the lowest monetary quote/proposal and Interested Parties hereby acknowledge that BCCI shall be entitled to accept the quote/proposal, which in the opinion and absolute discretion of the BCCI is in the best interests of the BCCI. BCCI reserves the right, to be exercised in its sole discretion, to waive each and any of the conditions and requirements in relation to any Interested Party at any stage during the process.

**6. General Terms and Conditions:**

- 6.1 BCCI reserves the right to cancel the entire RFQ process at any stage.
- 6.2 BCCI reserves the right not to accept or to reject any quote/proposal received pursuant to this RFQ and, if it considers it to be appropriate (in its sole discretion), not to appoint any Interested Party at all and to make alternative arrangements for the provision of the Services.
- 6.3 Potential Interested Parties should also be aware that any quote/proposal submitted by any entity that is currently involved in any litigation proceedings (civil or criminal) or a dispute of any kind with BCCI and/or in default of any contractual obligation or undertaking owed to BCCI (including, without limitation, any payment obligation) or which is connected to any entity that is currently involved in any litigation proceedings (civil or criminal) or a dispute of any kind with BCCI and/or in default of any contractual obligation or undertaking owed to BCCI (including, without limitation, any payment obligation) may be rejected by BCCI in its absolute discretion notwithstanding that such entity otherwise fulfils the eligibility criteria set out in this RFQ.
- 6.4 Interested Parties shall remain responsible for obtaining all further information necessary or expedient for the purpose of submitting their respective quotes/proposals, and will be deemed to have done so before submitting any proposal.
- 6.5 No irrelevant query will be entertained and the decisions of BCCI in this regard shall be final.
- 6.6 BCCI reserves the right, to be exercised at its sole discretion, to request further information from any Interested Party and the replies to any such request shall be deemed to form part of such Interested Party's quote/proposal.

- 6.7 Each Interested Party is solely responsible for all costs, expenses and liabilities incurred by it in the preparation and submission of its quote/proposal and any responses to requests for further information by BCCI.
- 6.8 All information and documents that are furnished will be treated as strictly confidential and shall not, unless required in accordance with law, be disclosed to any other party.
- 6.9 Interested Parties may not make any of their quotes/proposals subject to any form of conditionality or limitation including, without limitation, the identity of, or particular arrangements being put in place with, any other third party. Any such conditional quotes/proposals may be summarily neglected and/or rejected at BCCI's sole discretion.
- 6.10 The information set out in this RFQ is in summary form and does not purport to contain complete descriptions of the arrangements relating to the Agreement to be entered into for the provision of the Services, all of which may be subject to change and amended by BCCI in its discretion.
- 6.11 This RFQ does not contain any warranty, assurance or representation of any kind upon which any Interested Party is entitled to rely at any point in time whether in order to bring any claim, action or proceedings of any kind against BCCI or any other person (including without limitation for misrepresentation and/or breach of any duty) or otherwise.
- 6.12 At any time prior to the last date for submission of quotes/proposals, BCCI may, either for any supervening factors and/or events or in response to a bona fide request for further information (including clarification) by an Interested Party or otherwise, at its sole discretion modify, add or alter the terms in and/or the conditions of this RFQ by issuing an amendment and/or addendum(s) or otherwise, without any obligation to provide reasons.
- 6.13 Any such amendment(s)/addendum(s), if any, will be notified in writing to the Interested Parties as soon as practicable and will form part of this RFQ and will be binding. BCCI may at its sole discretion extend the deadline for the submission of quotes.
- 6.14 The Interested Parties who submit the proposal will be deemed to accept the terms, conditions and requirements of the RFQ without any reservations or amendments contained in RFQ and agree that no element of their quote/proposal is conditional upon any event, fact or circumstance other than the acceptance by BCCI of their offer.
- 6.15 The Interested Party undertakes that by submitting a quote/proposal it is warranting that that all information provided by it in connection with its quote/proposal is at the date of submission of the proposal true and accurate in all aspects and that if after the date of such submission and before the appointment of the successful Interested Party any circumstances occur which would render any such information inaccurate it shall inform BCCI (providing full details) immediately.

- 6.16 All information of whatever nature and in whatever format contained within any quote/proposal and/or any response or clarification (whether oral or written) provided by or on behalf of BCCI to any Interested Party during the RFQ process is and shall be kept strictly confidential by the Interested Party.
- 6.17 No warranty or representation (express or implied) as to the reliability, completeness or accuracy of the information in this document or any other information at any time made available to the Interested Party in connection with this RFQ or the RFQ process is given by BCCI or any other person. Accordingly, each Interested Party and recipient of this RFQ shall be responsible for verifying the accuracy of all information contained in this RFQ and for making all necessary enquiries prior to the submission of its proposal. Neither BCCI nor any of its associates, agents, employees, officers, officials or representatives will be liable for any claims, losses or damages suffered by any Interested Party, prospective Interested Party or other recipient of this RFQ as a result of any reliance on any information contained in this RFQ or otherwise.
- 6.18 Neither the issue of this RFQ nor any part of its content is to be taken as any form of commitment or acknowledgment on the part of BCCI to proceed with any quote/ proposal or any Interested Party and BCCI reserves the unfettered right to annul, terminate and/or reject any proposal or to vary or terminate the RFQ procedure at any time or stage and in any way without giving any reasons. No Interested Party shall have any cause of action or claim against BCCI or any other person for the annulment or termination of the RFQ procedure or rejection of its proposal. This RFQ does not, and is not intended to, constitute a contract, invitation to treat or an offer which is in any way capable of acceptance by any Interested Party.
- 6.19 BCCI reserves the unfettered right and absolute discretion, without giving prior notice and without any liability whatsoever to any Interested Party to cancel the entire process at any stage prior to the execution by BCCI of a binding agreement with an Interested Party without giving any reasons.
- 6.20 Neither BCCI nor any of its officers, officials, employees or agents shall, in any circumstances whatsoever be responsible or liable in any manner or mode by whatever name called or described for any costs, liability, losses, damages or expenses of any kind whatsoever incurred or suffered in connection with or as a consequence of the preparation or delivery of any quote/proposal, or compliance with or with a view to compliance with any of the requirements of this RFQ by any Interested Party.
- 6.21 Any concealment of any material fact by or on behalf of any Interested Party may, at BCCI's discretion and without prejudice to BCCI's other rights and remedies, lead to disqualification of the Interested Party.
- 6.22 No Interested Party (or any person in any way connected with or acting on behalf of an Interested Party) shall take any action (other than the submission of a quote/proposal in accordance with this RFQ) which is intended or likely to influence any award of rights under this RFQ and any such action may, at

BCCI's discretion, result in the immediate disqualification of the relevant proposal.

- 6.23 This RFQ shall be governed by and construed in accordance with Indian law and the Courts at Mumbai, India shall have exclusive jurisdiction in relation to all matters arising out of or connected with this RFQ.
- 6.24 If any dispute arises under this RFQ, such dispute shall be submitted to arbitration under The Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment/replacement thereof then in effect and conclusively resolved by a single arbitrator appointed by mutual consent of parties or failing which by such process as is laid down in said Act.
- 6.25 The venue for arbitration shall be Mumbai and the arbitration shall be conducted in the English language.
- 6.26 The decision of the arbitrator shall be in writing and shall be final and binding upon the parties.
- 6.27 Each of the parties hereby acknowledges and agrees that its failure to participate in arbitration proceedings in any respect, or to comply with any request, order or direction of the arbitrator, shall not preclude the arbitrator proceeding with such arbitration and/or making a valid final award.
- 6.28 BCCI shall have the right to bring an action seeking injunctive or other equitable relief before the Courts of Mumbai in connection with this RFQ including without limitation if it reasonably believes that damages may not an adequate remedy for any breach by any Interested Party of the terms of this RFQ.
- 6.29 The successful Interested Parties shall be required to comply with the BCCI Conflict of Interest Rules, as amended from time to time. The current Conflict of Interest Rules are annexed as Schedule 2 **hereto**.

**For and Behalf of**

**The Board of Control for Cricket in India  
Chief Executive Officer, BCCI**

DATE: 6 March 2019

SCHEDULE 1

**FEES/COST SHEET**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Charge (INR)</b>
<b>1.</b>	<b>International Test Match</b>	
<b>2.</b>	<b>One Day International</b>	
<b>3.</b>	<b>International Twenty 20</b>	
<b>4.</b>	<b>Domestic Match</b>	
<b>5.</b>	<b>Matches during the Indian Premier League</b>	
<b>6.</b>	<b>Event (one photographer's charges)</b>	

**Note: For item no. 1-3 please include a proposed fee per day per venue. For IPL please include a per match charge.**

## SCHEDULE 2

### **RELEVANT EXTRACT FROM MEMORANDUM OF ASSOCIATION AND RULES AND REGULATIONS OF BCCI CONTAINING PROVISIONS RELATING TO CONFLICT OF INTEREST**

(Capitalized terms used in this Annexure C but not defined herein shall have the meaning assigned to them under the Memorandum of Associations and Rules and Regulations of BCCI)

#### **38. CONFLICT OF INTEREST**

(1) A Conflict Of Interest may take any of the following forms as far as any individual associated with the BCCI is concerned:

(i) *Direct or Indirect Interest:* When the BCCI, a Member, the IPL or a Franchisee enter into contractual arrangements with entities in which the individual concerned or his/her relative, partner or close associate has an interest. This is to include cases where family members, partners or close associates are in positions that may, or may be seen to compromise an individual's participation, performance and discharge of roles.

Illustration 1: A is an Office Bearer of the BCCI when it enters into a broadcast contract with a company where A's son B is employed. A is hit by Direct Conflict of Interest.

Illustration 2: C is a Member of the IPL Governing Council. The IPL enters into a contract with a new franchisee, the Managing Director of which is C's partner in an independent commercial venture. C is hit by Indirect Conflict of Interest.

Illustration 3: D is the Office Bearer of a State Association. D's wife E has shares in an IPL Franchisee which enters into a

stadium contract with the State Association. D is hit by Indirect Conflict of Interest.

Illustration 4: F is President of the BCCI. His son-in-law is a Team Official of a Franchisee. F is hit by Conflict of Interest.

Illustration 5: G is an employee of the BCCI. His wife runs a catering agency that is engaged by the BCCI. G is hit by Conflict of Interest.

- (ii) *Roles compromised*: When the individual holds two separate or distinct posts or positions under the BCCI, a Member, the IPL or the Franchisee, the functions of which would require the one to be beholden to the other, or in opposition thereof.

Illustration 1: A is the Coach of a team. He is also Coach of an IPL Franchisee. A is hit by Conflict of Interest.

Illustration 2: B is Secretary of the BCCI. He is also President of a State Association. B is hit by Conflict of Interest.

Illustration 3: C is the Vice President of the BCCI. He is also President of a State Association and member of a Standing Committee. C is hit by Conflict of Interest.

Illustration 4: D is a Selector. He is also coach of an IPL franchisee. D is hit by Conflict of Interest.

- (iii) *Commercial conflicts*: When the individual enters into endorsement contracts or other professional engagements with third parties, the discharge of which would compromise the

individual's primary obligation to the game or allow for a perception that the purity of the game stands compromised.

Illustration 1: A runs a cricket academy. He is appointed as a selector. A is hit by Conflict of Interest.

Illustration 2: B is a BCCI commentator. He also runs a sports management company which contracts members of the team. B is hit by Conflict of Interest.

Illustration 3: C is a selector. He is contracted to write a column on a tour that the national team is on. C is hit by Conflict of Interest.

Illustration 4: D is a team captain. He is also co-owner of a sports management agency which is contracted to manage other team members. D is hit by Conflict of Interest.

Illustration 5: E is a member of the IPL Governing Council. He is engaged by a cricket broadcaster to act as an IPL commentator. E is hit by Conflict of Interest.

- (iv) *Prior relationship:* When the individual has a direct or indirect independent commercial engagement with a vendor or service provider in the past, which is now to be engaged by or on behalf of the BCCI, its Member, the IPL or the Franchisee.

Illustration 1: A is President of the BCCI. Prior to his taking office, he has been engaged professionally for his services by a firm B. After A becomes President, B is appointed as the official consultants of the BCCI. A is hit by Conflict of Interest.

Illustration 2: B is the Secretary of a State Association. Prior to his election, he ran a firm C, specializing in electronic boundary hoardings. Upon becoming Secretary, the contract for the Association's stadium hoardings is granted to C. B is hit by Conflict of Interest.

Illustration 3: D is the Commissioner of the IPL. Before he came into this office, he used to engage E as his auditor for his business. After becoming Commissioner, E is appointed as auditor to the IPL. D is hit by Conflict of Interest.

Illustration 4: F is the Captain of an IPL team, and G is the team's manager. When F is made Captain of the national team, G is appointed as the national team's manager. F is hit by Conflict of Interest.

- (v) *Position of influence*: When the individual occupies a post that calls for decisions of governance, management or selection to be made, and where a friend, relative or close affiliate is in the zone of consideration or subject to such decision-making, control or management. Also, when the individual holds any stake, voting rights or power to influence the decisions of a franchisee / club / team that participates in the commercial league(s) under BCCI;

Illustration 1: A is a selector. His son is in the zone of consideration for selection. A is hit by Conflict of Interest.

Illustration 2: B is the Secretary of a State Association. He also runs a cricket academy in the State. B is hit by Conflict of Interest.

Illustration 3: C is an umpire. His daughter D is a member of a team which is playing a match in which C officiates. C is hit by Conflict of Interest.

Illustration 4: E is the President of a State Association and his company F owns 12 cricket clubs in the State from which probables are selected for the State team. E is hit by Conflict of Interest.

EXPLANATION: The Illustrations which refer to a President / Secretary / Vice-President may be read as illustrations referring to any other Office Bearer, and also to the members of the Apex Council, the Governing Council and the Committees.

- (2) Within a period of 15 days of taking any office under the BCCI, every individual shall disclose in writing to the Apex Council any existing or potential event that may be deemed to cause a Conflict of Interest, and the same shall be uploaded on the website of the BCCI. The failure to issue a complete disclosure, or any partial or total suppression thereof would render the individual open to disciplinary action which may include termination and removal without benefits. It is clarified that a declaration does not lead to a presumption that in fact a questionable situation exists, but is merely for information and transparency.

- (3) A Conflict of Interest may be either Tractable or Intractable:
- (a) Tractable conflicts are those that are resolvable or permissible or excusable through recusal of the individual concerned and/or with full disclosure of the interest involved.
  - (b) Intractable conflicts are those that cannot be resolved through disclosure and recusal, and would necessitate the removal of the individual from a post or position occupied so that the conflict can cease to exist.

Explanation: In Illustration 3 to Rule 38(1)(i), if the wife held 51% shares, the conflict will be treated as intractable. If the wife holds 3% shares, whether the conflict is tractable or intractable will have to be decided by the Ethics Officer on the facts of the case. If the wife holds only 100 shares out of 1 crore shares, a disclosure of the same may be sufficient.

- (4) It is clarified that no individual may occupy more than one of the following posts at a single point of time except where prescribed under these Rules:

- (i) Player (Current)
- (ii) Selector / Member of Cricket Committee
- (iii) Team Official
- (iv) Commentator
- (v) Match Official
- (vi) Administrator / Office-Bearer

- (vii) Electoral Officer
  - (viii) Ombudsman & Ethics Officer
  - (ix) Auditor
  - (x) Any person who is in governance, management or employment of a Franchisee
  - (xi) Member of a Standing Committee
  - (xii) CEO & Managers
  - (xiii) Office Bearer of a Member
  - (xiv) Service Provider (Legal, Financial, etc.)
  - (xv) Contractual entity (Broadcast, Security, Contractor, etc.)
  - (xvi) Owner of a Cricket Academy
- (5) As far as incumbents are concerned, every disclosure mandated under Sub-Rule (3) may be made within 90 days of the Effective Date.

### **39. THE ETHICS OFFICER**

- (1) The BCCI shall appoint an Ethics Officer at the Annual General Meeting for the purpose of guidance and resolution in instances of conflict of interest. The Ethics Officer shall be a retired Judge of a High Court so appointed by the BCCI after obtaining his/her consent and on terms as determined by the BCCI in keeping with the dignity and stature of the office. The term of an Ethics Officer shall be one year, subject to a maximum of 3 terms in office.
- (2) Any instance of Conflict of Interest may be taken cognizance of by the Ethics Officer:

- (b) Suo Motu;
  - (c) By way of a complaint in writing to the official postal or email address; or
  - (d) On a reference by the Apex Council;
- (3) After considering the relevant factors and following the principles of natural justice, the Ethics Officer may do any of the following:
- (a) Declare the conflict as Tractable and direct that:
    - (i) the person declare the Conflict of Interest as per Rule 38(3)(a); or
    - (ii) the interest that causes the conflict be relinquished; or
    - (iii) the person recuse from discharging the obligation or duty so vested in him or her.
  - (b) Declare the conflict as Intractable and direct that:
    - (i) the person be suspended or removed from his or her post; and
    - (ii) any suitable monetary or other penalty be imposed; and
    - (iii) the person be barred for a specified period or for life from involvement with the game of cricket.

The Ethics Officer is wholly empowered to also direct any additional measures or restitution as is deemed fit in the circumstances.