

IPL 2022 PLAYER AUCTION AGREEMENT

THIS AGREEMENT is made between the Board of Control for Cricket in India, a society registered under the Tamil Nadu Societies Registration Act 1975 having its headquarters at Cricket Centre, Wankhede Stadium, Mumbai, 400 020, India (hereinafter referred to as the “**BCCI**” which expression shall, unless repugnant or contrary to the context thereof, mean and include its successors and assigns); and

[insert player’s name]

of _____
[insert player’s cricket board] (the “**Player**”).

WHEREAS

- (A) It is anticipated that in February 2022, BCCI will organise the IPL 2022 Player Auction.
- (B) The Player wishes to have his name entered onto the Auction Register with the opportunity to be entered into the IPL Player Auction on the following terms and conditions.

IT IS AGREED as follows:

1. **Player Obligations**

1.1 The minimum price at which the Player wishes to be entered onto the Auction Register is:

INR _____ the “**Reserve Price**”)

[Player to insert the relevant sum in Indian rupees from those set out in the Guidance Notes which have been supplied to the Player’s national cricket board and as relevant for a Capped Player, Uncapped Player or Associate Player, whichever is appropriate]

1.2 If the Player is selected from the Auction Register to be on the Auction List and is also selected pursuant to the IPL Player Auction then, provided the League Fee is no less than the Reserve Price, the Player agrees as follows:

- (a) to unconditionally enter into and perform a Player Contract with the IPL franchisee which has selected him (the “**Franchisee**”), as soon as practicable with the relevant League Fee included therein and to provide a visa to the Franchisee no later than 30 days before the start of each relevant IPL season;
- (b) not (directly or through any third party) to negotiate with the Franchisee in respect of the Player Contract or seek to change any provision of the Player Contract; and
- (c) to supply any Existing Agreement to the Franchisee as soon as practicable and in any event on or before the date of his signature of the Player Contract.

1.3 The Player shall make himself available for an interview and/or participate in such other promotional activities in relation to the IPL 2022 Player Auction (whether via social media or otherwise) in each case as BCCI requests but it is agreed that no such assistance shall be requested at a time when he is playing competitive cricket. The Player hereby grants to BCCI the

perpetual, royalty-free, irrevocable right for BCCI to use, and to sub-license the use of, such interview and/or promotional activities in any and all media in connection with the promotion of IPL 2022.

2. **Warranties/Acknowledgements**

- 2.1 The Player acknowledges and agrees that (i) BCCI is not hereby giving any guarantee that the Player will be placed on the Auction Register and/or the Auction List and/or taken in the IPL Player Auction and/or selected to play in any Match for the Franchisee and is not obliged to pay to the Player (or any third party on his behalf) any sums of any kind and furthermore that BCCI has no liability of any kind whatsoever to the Player (or any associated third party); and (ii) he has been provided with a copy of the Player Contract, has read, acknowledged, understood and agreed to all of its terms.
- 2.2 Subject only to unavailability due to International Duty and the period set out in **Schedule 1**, the Player confirms that he expects to be wholly available to participate in the entire 2022 IPL season (which is anticipated to be from the end of March/beginning of April 2022 to the end of May/beginning of June 2022).
- 2.3 The Player hereby represents and warrants to BCCI (for itself and as trustee for the Franchisee) that **Schedule 2** sets out full details of any Existing Agreement by which the Player is bound and that there is no other reason (including for pre-existing fitness reasons, disciplinary reasons, or otherwise) which could interfere with the Player's ability to perform his obligations in relation to the IPL Auction or under the Player Contract (if he is selected by a Franchisee).

3 **RAPP List**

The Player acknowledges that if he is not selected at the Player Auction then his name will be included on the IPL Registered Available Player Pool ("**RAPP**") list and, in accordance with the Player Regulations, may be requested (but is not obliged) to play for an IPL Franchisee under the terms of the Player Contract as a replacement player (with the League Fee being no less than the Reserve Price).

4. **Miscellaneous**

The Schedules form an integral part of this Agreement.

5. **Definitions**

In this Agreement the following words and expressions shall have the following meanings:

"**Associate Player**" is a player registered with and/or who has played in the starting XI in senior International Cricket (ODI, T20I) for an ICC Associate Member.

"**Auction List**" shall mean the list of players which shall be presented for auction at the IPL Player Auction.

"**Auction Register**" shall mean the list of players who have submitted to BCCI (via their national cricket board for overseas players or via their State Association for Indian players), a properly completed and signed 2022 IPL Player Auction Agreement by the deadline as indicated by BCCI (and the Player acknowledges it is his responsibility to liaise with his national cricket board or State Association (as applicable) as regards any such submission and deadline).

“**Capped Player**” shall mean a player who on date of signature of this Agreement either: (a) has played in the starting XI in senior International Cricket (Test, ODI, International Twenty20) for a Full ICC member (i.e., not an associate member); or (b) has a current central contract with a Full ICC member.

“**Existing Agreement**” shall mean those commercial agreements (if any) referred to in **Schedule 2** which, at the date of this Agreement, still subsist and have been entered into by the Player (or any third party to which the Player has transferred his image rights) and a third party commercial partner (for the avoidance of doubt excluding any Central Contract (as defined in the Player Contract) or other agreement between the Player and any cricket federation, association, club or other such body) and which relate to the use of the Player Identification (as defined in the Player Contract) and the Player’s personal services including any renewal thereof.

“**International Duty**” shall mean the participation by the Player (under a contractual obligation in his Central Contract (as defined in the Player Contract)) in: (i) any officially recognised international Test Match, One Day International or International Twenty20 match involving the senior national men’s cricket team representing the Player’s home country; or (ii) any tour involving such cricket team which includes such international matches; or (iii) any short training camp (not to exceed 7 days in length) which the Player is required to attend by his country’s national cricket board which occurs shortly before and by way of preparation for any such officially recognised international cricket match or any such tour.

“**League Fee**” shall have the meaning in **paragraph 1(a) of Schedule 1** of the Player Contract.

“**Player Contract**” shall mean the standard IPL player contract, the form of which will be provided to the Player and a copy of which is available upon request, under which the Player confirms his availability for selection to participate in the IPL for such Franchisee subject to the terms and conditions of the Player Contract and for the length of time set out in his NOC subject only to any periods of unavailability set out in **Schedule 1** to these terms and conditions.

“**Uncapped Player**” is a player who is not a Capped Player or an Associate Player.

[Signature Page to follow]

Signed by the parties on the date shown below.

For and on behalf of
THE BOARD OF CONTROL FOR CRICKET IN INDIA

Date: _____

[PLAYER]

Date: _____

SCHEDULE 1

Details of any expected periods of unavailability during the IPL season – dates to be confirmed but anticipated to start no earlier than the end of March/beginning of April 2022 and to finish at the end of May/beginning of June 2022 in each case, excluding any unavailability due to International Duty

To be completed by the Player.
If none are set out here, there will be deemed to be none.

SCHEDULE 2

Details of Existing Agreements

To be completed by the Player.
If none are set out here, there will be deemed to be none.

SCHEDULE 3

General Provisions

1. Neither party has the right to assign or transfer this Agreement to any person.
2. This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes any negotiations or prior agreements on the subject matter hereof. In entering into this Agreement each party confirms that it has not relied on any warranty or representation of any kind save as may be expressly set out in this Agreement and agrees that the sole remedy for breach of any such warranty or representation shall be a claim for breach of contract. Nothing in this Agreement shall seek to include any liability for fraudulent misrepresentation.
3. Each party shall for the longest period allowable by law keep the contents of this Agreement confidential save that it is agreed that the parties may each refer to the fact that an agreement has been signed between them under which the Player wishes to be included in the Player Auction and has committed himself to the League.
4. The Player shall not do or omit to do or say anything which is, or which could reasonably be considered to be detrimental, prejudicial or derogatory to IPL, BCCI or any Franchisee, or any representative of any of the foregoing.
5. The Player shall indemnify and keep indemnified BCCI and the relevant Franchisee and any of their respective representatives from and against any claims, losses (including any consequential and indirect losses, including without limitation loss of opportunity and loss of profit), liabilities, damages, penalties, costs (including legal costs), fees suffered or incurred by any of them arising out of any breach by the Player of the terms of this Agreement.
6. This Agreement may be signed in any number of counterparts all of which taken together will constitute one and the same agreement and any party may enter into this Agreement by signing a counterpart.
7. Where any obligation is given for the benefit of BCCI for itself and as trustee for the Franchisee then such obligation may be enforced separately by BCCI and the Franchisee for themselves and/or by the BCCI for itself and separately for the benefit of the Franchisee.
8. This Agreement shall be governed by, and construed in accordance with, Indian law. Subject to arbitration provided below, the Courts at Mumbai, India shall have exclusive jurisdiction in relation to this Agreement.
9. If any dispute arises under this Agreement which cannot otherwise be amicably resolved between the parties, such dispute shall be submitted to arbitration and conclusively resolved by a single arbitrator appointed by mutual consent or failing which by such process as is set out in the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment then in effect (“**Arbitration and Conciliation Act**”). Both parties shall share equally the costs, fees and other expenses of the single arbitrator appointed by them in accordance with the Arbitration and Conciliation Act.
10. The seat for arbitration shall be Mumbai and the arbitration shall be conducted in the English language.

11. The decision of the arbitrator shall be in writing and shall be final and binding upon the parties. Each party shall bear its own lawyers' fees and charges and shall pay one half of the costs and expenses of such arbitration, subject always to the final award of the arbitrator as to costs.
12. 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.
13. BCCI shall have the right to bring an action seeking injunctive or other equitable relief before the Courts of Mumbai in connection with this Agreement including if it reasonably believes that damages would not be an adequate remedy for any breach of this Agreement.