



ALL INDIA FOOTBALL FEDERATION

**REQUEST FOR PROPOSAL (RFP)
FOR
AWARDING THE RIGHT TO MONETISE THE COMMERCIAL RIGHTS BELONGING
TO THE ALL INDIA FOOTBALL FEDERATION FOR A LIMITED TERM**

Volume II: Draft Contract

AGREEMENT

PARTIES

- **ALL INDIA-FOOTBALL FEDERATION**, a society registered under the Societies Registration Act 1861 recognised by the laws of India, and whose head office is located at Football House, Sector 19, Dwarka, New Delhi ("AIFF") and
- _____ (Name of the Company) and having its registered office at _____ (the "Company")

(Collectively the **Parties** and each individually a "**Party**")

INTRODUCTION

- A. AIFF is the governing body for football in India, which has the sole mandate to govern and conduct all activities for both men's and women's football in India.
- B. The AIFF has been set up with an objective to improve, popularise and promote the game of football throughout India in the light of its unifying, cultural and humanitarian values.
- C. The AIFF is, at the date of this Agreement, the organiser, controller and official governing body of the Competition and the Matches (both as hereinafter defined) and in particular is the owner and controller of the Commercial Rights (as hereinafter defined).
- D. The Company undertakes to seek to further and achieve the objectives and to seek to adhere to the values of the AIFF and thereby to assist the AIFF to improve, popularise and promote the game of football throughout India. As part of this aim, AIFF and the Company shall work together to seek to improve the status and standing of the Indian Super League ("ISL").
- E. The Parties have agreed to work together with the intent of developing the standards and popularity of the sport of association football in India and as an integral part of such co-operation AIFF wishes to grant to the Company and the Company wishes to acquire all Commercial Rights on the terms and conditions set out herein.

NOW IT IS HERE BY AGREED as follows:

1. Definitions

- 1.1 In the context of this Agreement, the words and phrases below shall have the following meanings.

Advertising Rights

all rights of any kind whatsoever to promote, to the exclusion of all others, any brand and/ or corporate names and/or services of any kind whatsoever In relation to or by way of association with the Competition and/or Matches by whatever means available, whether at the Stadia, Facility Areas, by in-stadium/out-stadium perimeter signage (whether static, electronic or otherwise) and other advertising, concessions, displays, sampling, premiums, equipment usage or other methods and through any and all printed matter including without limitation programmes, posters, letterheads, press releases, newsletters and tickets, including, for the avoidance of doubt, the right to display such advertising on any websites, on the clothing and/ or footwear worn, or on any equipment used, carried or transported by Participating Players, officials (including without limitation referees and referees assistants), ball boys and/or photographers and medical and security staff directly employed by AIFF subject to FIFA/AFC and tournament regulations. The display of the name and/or logo of the supplier of clothing on the strip of referees/linesmen and other officials is also included.

AIFF Logos

all official logos which are owned or controlled by the AIFF from time to time including without limitation, as shown in Schedule 2 and/or any replacement there of or additions there to.

Broadcast Rights

the right to transmit, copy, reproduce, transmit, exhibit publish, download, make available and/or otherwise exploit any and all such coverage or reproduction In full and/or in part, live or delayed, in any form or programming, by any means whatsoever {whether now known or invented, developed or discovered in the future, linear and/or interactive, scheduled and/or on-demand) including without limitation via any and all forms of electronic media now existing or as may be invented, developed or discovered in the future, including, without limitation, all forms of terrestrial, cable and satellite television, analogue, digital and satellite radio delivery, Interactive Television, the Internet, Interactive Communication Systems, Video on

	Demand, Public Exhibition closed-circuit television, PVRs and DVRs.
Clubs	all association football clubs from time to time participating in the Competition.
Commercial rights	all rights of any commercial nature whatsoever relating to the Competition and/or the Matches, including but not limited to the Advertising Rights, Broadcast Rights, Film Rights, Gaming Rights, Franchise Rights, Merchandising Rights, Production Rights, Sponsorship Rights, Video Rights, Data Rights and Porage Rights.
Competition	the top-tier of India's domestic professional football league competition for men, currently known as the Indian Super League ("ISL").
Competition Marks	all logos, characters, insignia, mascots and emblems which are owned or controlled by the AIFF and which are to be used in connection with the Competition from time to time including, as at the date of this Agreement, as shown in Schedule 3 and/ or any replacement thereof or additions thereto.
Competition Regulations	shall together mean the Rules of Football, Operational Rules, the Match Staging Regulations and the Competition Rules.
Competition Rules	shall mean all the rules, regulations, guidelines, and directives issued, published and/or adopted by AIFF from time to time, as applicable to the Competition, including any amendments, modifications, or replacements thereof made at any time during the Term.
Complimentary Tickets	Tickets which are normally sold but which are supplied without charge.
Condition	Has the meaning in Clause 2.
Data Rights	all rights of any kind whatsoever to exploit, whether separately or in association with any other Commercial Rights, the Fixture Lists, information and/or statistics relating to Participating Teams and/or Participating Players, and/ or information and/or statistics derived from their participation in the Competition and/or the Matches including without limitation any league tables.
Excluded Rights	Shall mean those rights referred to in Schedule 4.
Facility Areas	the location of Official Functions, media centres, ticket offices, areas in official hotels where official functions are held, media areas, official hospitality areas, information centres and other areas and locations controlled by or on behalf of the AIFF and used in connection with the Competition and/or

	Matches or otherwise, whether at the Stadia or elsewhere.
Fee(s)	the consideration payable by the Company to AIFF in accordance with Clause 4.1 and Schedule 1 of this Agreement.
Film Rights	the right to exploit any audio, visual and/or audio-visual coverage, recording and/or reproduction of the Competition and/or the Matches, including images of the Participating Teams and/or Participating Players, whether created pursuant to the Production Rights or otherwise, by means of cinematograph or feature film (whether documentary, fictional or otherwise) or other programme throughout the Territory by any means of transmission and/or exhibition and/or reproduction and/or digital dissemination, now existing or hereafter developed..
Fixture List(s)	the schedule (published in any media) containing details of the Competition and Matches (which details shall include but not be limited to the names of the Participating Teams, Stadia, and details of the Match kick-off times).
Force Majeure	any event affecting the performance or any provision of this Agreement arising from or attributable to acts, events, omissions or accidents which are beyond the reasonable control of a party, including but not be limited to any rules promulgated by FIFA and/or the AFC and/or the IOC and/or SAFF from time to time, abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, structural damage, epidemic, pandemic or other natural disaster, failure or shortage of power supplies, war, terrorist action, threat of terrorist action, military operations, riot, crowd disorder, civil commotion, strike, lock-outs or other industrial action (but not strike s, lock-outs or other industrial action of any Party to this Agreement or of any Participating Team(s) or Participating Players), failure or delay of any transportation agency, furnisher of equipment or other facilities, acts or omissions of public authorities (not being any Party} preventing or delaying the performance of any obligation under this Agreement including any changes in any law, regulation or policy of the Government, and any order or act of the courts or other regulatory authority which is in each case beyond the control of any Party.
Franchise Rights	all rights of any kind whatsoever to grant, license and/or sell to Clubs the right to participate in the Competition.

Gaming Rights

the right to use right to use, reproduce, distribute, license, and commercially exploit Match footage, Competition-related content, and the likenesses, names, images, and other identifiable attributes of Participating Players, Participating Teams, and League assets in connection with interactive digital experiences. This includes, without limitation: (1) Video Game Rights: The right to develop, publish, and distribute console, PC, and mobile games featuring Competition branding, Participating Team logos, mascots, and other trademarks and copyrighted materials; (2) Esports Rights: The right to organize, promote, and monetize esports events, tournaments, and competitions featuring Competition branding, including rights to stream such events online and conduct on-ground tournaments; (3) Fantasy Gaming Rights: The right to develop and operate free-to-play fantasy sports platforms using official player names, statistics, and likenesses; (4) Branding and IP Usage: The right to use all relevant trademarks, copyrights, and intellectual property associated with the Competition, Participating Teams, and Participating Players, including logos, names, and mascots, in connection with gaming and esports applications. All such rights shall be exercised in accordance with applicable licensing terms, data protection laws, and any guidelines or approvals issued by the AIFF or relevant governing bodies.

Interactive Communication System

any interactive communication system that enables end users to engage in two-way interactive transmission including the ability to access Interactive programmes, services and media content of any kind whatsoever, whether such programmes, services and media content are distributed by telephone or cable lines (whether fibre optic, coaxial or otherwise) satellites, microwave or other wireless digital communication systems, cellular communication systems, WAP, UTMS, personal digital communications devices, pager services, online data services, the Internet or any combination or subset of the foregoing employing any current or future design or technology or any similar interactive communications systems whether now known or hereafter developed, including without limitation by means of Mobile Wireless Technology and/or Mobile Broadcast Technology.

Interactive Television

any distribution of television signals in conjunction with an Interactive Communications System in such a way as to allow recipients to engage in two-way interactive communications including but not limited

the ability to access Interactive programmes, enhanced programming, data and services (commercial, revenue-generating or otherwise, including without limitation services enabling viewers to (i) access on demand data and/or Information in textual form regarding the Competition and/or the Matches and/ or the Participating Teams and/or the Participating Players taking part in the Competition and/or Match; or (ii) place orders for and/or carry out any revenue generating activity including the sale, licensing or supply of goods and/or services, the provision of games, polling or voting mechanisms, the sale or supply of services, merchandise and/or ticketing and any other game, competition or similar product or service and/or the use of premium rate telephone services, during a transmission; or (iii) access on demand and/or select from a range of viewing options an enhanced or specific viewing experience or any other forms of enhancements developed from time to time) irrespective of the means of distribution of such television signals.

Internet

the global system of interconnected computer networks that use the Internet Protocol Suite (TCP/IP) or any successor protocols to transmit data and facilitate communication between devices worldwide, including, without limitation, access to services such as the World Wide Web, email, streaming media, cloud-based applications, and other digital or interactive platforms, and shall include any future technologies or networks that provide substantially similar or enhanced functionality.

Marks

the AIFF Logos and the Competition Marks.

Match(es)

All match(es) forming part of the Competition (including any replays) during the Term.

Match Staging Regulations

means the regulations relating to the staging of Matches which shall be provided to the Company by AIFF (as the same may be amended from time to time).

Merchandising Rights

all rights of any kind whatsoever to exploit the Marks and/or Official Status in connection with the promotion, manufacture, packaging, distribution and sale of goods and services of all kinds, including items of clothing, coins, medals, other collectibles, and premiums related to the Competition and the Matches throughout the Term.

Mobile Broadcast Technology

means any wireless standard, protocol, or technology used for the transmission or broadcast of

	audiovisual content to mobile or portable devices, including but not limited to DVB-H, DAB, DMB-T, DMB-S, ISDB-T, ATSC 3.0, 5G Broadcast (including 3GPP Release standards), and any successor, related, derivative, or functionally equivalent technologies developed or adopted in the future..
Mobile Wireless Technology	means any wireless communication technology that enables the transmission or reception of voice, data, video, or multimedia content via mobile networks or devices, including but not limited to 3G, 4G, LTE, 5G, and any future generations or evolutions thereof, and shall include all related standards, protocols, and infrastructure now existing or developed in the future that facilitate mobile connectivity and content delivery to mobile phones, tablets, wearables, or other portable or connected devices.
Official Functions	any official event organised in connection with the Competition and/or the Matches, including but not limited to press conferences, awards ceremonies, official dinners or lunches and banquets.
Official Licensee	any third party which has acquired any of the Commercial Rights from the Company and " Official Licence Agreement " shall be construed accordingly.
Official Status	the use of words with or without the Marks which state or imply official approval by or in connection with the Competition and/or Matches, such as " Official Sponsor of XYZ Competition ", " Official Product of XYZ Competition ", " Official Supplier to XYZ Competition ".
Operational Rules	shall mean the rules and/or regulations adopted by AIFF in respect of the operations of and commercial rights relating to Competition (as may be amended from time to time by AIFF).
Other Rights	all other rights of any kind whatsoever of a commercial nature relating to the Competition and/or Matches.
Participating Players	those players participating in the Competition and/or Matches.
Participating Teams	those professional and/or other teams participating in the Competition and/or Matches.
Pourage Rights	shall mean the right for nominated drink and drink related products to be served and/or sold (whether solely and exclusively or otherwise) in their respective product categories at all bars, cafes, restaurants, vending or concession points in any Stadia and all Official Functions and hospitality events relating to the Competition, the Matches

and/or any of them and for such products to receive branding (whether sole and exclusive or otherwise), in their product categories at such Stadia and Official Functions.

Production Rights

the right of access to the Stadia and Facility Areas to the exclusion of all others for the purposes of producing, in accordance with the specifications set out in Schedule 5 of this Agreement, any form of audio-visual, visual and/or audio coverage, recording and/or reproduction of the Competition or Matches (whether electronic or otherwise, still and/or moving formats). This includes, without limitation, the creation of live television and/or radio signals, and recordings in any format or medium now known or hereafter developed, including digital, electronic, or other technological means of capturing content.

Proprietary Interests

without limitation, intellectual property, copyright and analogous rights, trade mark rights, moral rights, performing rights, personality rights and all remedies available under the applicable laws of unfair competition and relating to the Competition, the Matches and/or the Commercial Rights

Public Exhibition

transmission, exhibition or otherwise making available in cinemas, stadia, aircraft, water borne vessels, buses, trains, any other place other than a private dwelling, armed services establishment, hospital, bar, hotel, restaurant, airport, railway station, shopping mall, office, construction site and oil rig.

Rules of Football

shall mean the rules of football published by IFAB (including any amendments and modifications thereto from time to time).

Sponsorship Rights

shall mean the right to associate with the Competition and/or Matches through any combination of Commercial Rights including without limitation as an official supplier, partner, title sponsor and/or broadcast sponsor of the Competition and/or Matches, such as "2025 XYZ Competition sponsored/presented by Company A" and/or "2025 Company A Competition" whether involving the usage of the images of any Participating Players or otherwise.

Stadia

the official stadia (or any stadium) and the airspace and surrounding areas used for any Match, including without limitation parking facilities, VIP and hospitality areas, concourses, concession areas, fencing and entrances.

Term

the period commencing on the date of satisfaction of

the Condition ("**Commencement Date**") and continuing through the completion of the fifteenth season of the Competition, (with the first season under this Term scheduled to commence in December 2025) subject to earlier termination in accordance with the provisions hereof.

Territory

the World.

Video on Demand

the transmission of signals for reception by viewers at or near a time chosen by the viewer.

Video Rights

the right to produce, copy, reproduce, distribute, sub-licence and otherwise exploit audiovisual content in physical and digital formats, including but not limited to DVDs, Blu-ray discs, USB drives, hard drives, cloud-based storage, and other electronic or digital media now known or developed in the future. This includes recorded material created through the exercise of Production Rights and/or Film Rights, and may be exploited by means of sale, rental, or other lawful commercial distribution methods..

1.2 For the purposes of this Agreement and provided the context so permits:

- a) The singular shall include the plural and vice versa.
- b) The masculine gender shall include the feminine and vice versa.
- c) Reference to persons shall include any individual, legal person, corporation and/or any other entity of any kind whatsoever.
- d) The Introduction, Recitals and Schedules to this Agreement each form an integral part of it.

2. Condition

2.1 This Agreement shall be conditional in all respects upon the Company submitting to AIFF a Performance Security for an amount equal to INR _____ [*This amount shall be 3 times of the Guaranteed Payment amount for Year 1*] (Indian Rupees _____ crore) (the "**Condition**")

2.2 The Company shall as soon as practicable and in any event within 30 days of the execution of this Agreement shall satisfy the Condition and if the Condition has not been so satisfied then AIFF shall be entitled (but not obliged) to terminate this Agreement with immediate effect by written notice to the Company.

2.3 Performance Security

- a. For due and punctual performance of its obligations under this Agreement, the Company shall deliver to AIFF and maintain Performance Security as specified in this Clause 2, which shall remain valid at all times through the Term specified. The Performance Security shall be in the form of a Bank Guarantee from any Scheduled Bank. The Bank Guarantee shall be in the form provided by AIFF and shall be finalized in mutual agreement between AIFF and the Company.
- b. If the Company commits a material breach of any of the warranties, undertakings,

obligations and/or conditions of this Agreement, then upon occurrence of such breach AIFF shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate relevant amounts from the Performance Security as damages. Upon such encashment and appropriation from the Performance Security, the Company shall, within thirty (30) days replenish, in case of partial appropriation, to its original level the Performance Security and in case of appropriation of entire Performance Security to provide a fresh Performance Security and the Company shall, within the time so granted replenish or furnish to AIFF a fresh Performance Security as aforesaid, failing which the AIFF shall be entitled to terminate this Agreement.

- 2.4 The following provisions of this Agreement shall not be subject to satisfaction of the Condition, Clauses 1, 2, 15, 16, 17, 18 and 19.

3. Grant of the Commercial Rights

- 3.1 In consideration of the payment of the Fees and subject to the terms and conditions of this Agreement the AIFF grants to the Company solely and exclusively throughout the Territory to the exclusion of all others (including the AIFF), the Commercial Rights during the Term.
- 3.2 The Company shall be free to exploit and/or grant to third parties the right to exploit the Commercial Rights in any manner, for the purpose of maximizing value for the Competition. The commercial rights entered by the Company with third parties shall be subject to the approval of the Governing Council and shall always remain in compliance with the provisions of the AIFF's constitution.
- 3.3 For the avoidance of doubt, the Company shall not be entitled to exploit the Excluded Rights as set out in Schedule 4.
- 3.4 For the avoidance of doubt the Company shall have the right to grant the Pourage Rights at the Stadia to third party licensees. This would entail without limitation that all Participating Players shall consume the products of the licensee of the Pourage Rights whilst at the Stadia and shall only consume drinks of any kind from properly branded containers approved in advance by the Company and AIFF shall in relation to the Competition take all necessary measures to ensure compliance with these requirements.

4. Consideration

- 4.1 In consideration of the grant of the Commercial Rights and subject to compliance by AIFF with all of its obligations in this Agreement, the Company shall pay to the AIFF sums set out in Schedule 1 (the "**Fees**") in accordance with said Schedule.
- 4.2 The Fees shall be paid on the dates set out in Schedule 1, together with any applicable service tax which is chargeable in respect thereof and less any applicable taxes which may be levied from time to time on such Fees. AIFF will not be liable to bear any part of the Company's tax liability if any. If and for so long as AIFF can, by submission of all appropriate evidence (including written evidence and authority from any applicable competent authority), demonstrate that the Company may pay the Fees without any tax deducted at source ("**TDS**") then the Company shall pay such Fees without deducting the relevant TDS.
- 4.3 For the avoidance of doubt, all revenues generated from the exploitation of the Commercial Rights shall (save as may be expressly provided for in this Agreement) be for the account of and retained exclusively by the Company, and shall be received into a separate designated account maintained by the Company for this purpose.

5. Warranties, Undertakings and Obligations of AIFF

- 5.1 AIFF hereby warrants that it is the only body which is sanctioned by FIFA and AFC to administer football in India and is empowered to grant the Commercial Rights granted hereunder exclusively to the Company in the manner provided in this Agreement and that, subject as expressly provided otherwise in this Agreement, the Company shall be free to exclusively exploit the Commercial Rights in relation to their exploitation and/or implementation and without infringing the rights of any other party.
- 5.2 AIFF warrants and undertakes that it shall, upon request by the Company, provide all reasonable assistance to the Company in relation to any aspect connected with the delivery of the Commercial Rights, and the Company's fulfilment of its obligations under this Agreement.
- 5.3 AIFF warrants and undertakes that, subject to the approval of the Governing Council and in compliance with the provisions of the AIFF's constitution, it shall procure that the Company and/or the Official Licensees are free to exploit the Commercial Rights throughout the Territory subject to national laws and the applicable rules of FIFA, AFC and the IOC from time to time, and in particular that no action shall be taken by Participating Teams or Participating Players to impede or restrict the use and/or exploitation by the Company and/or the Official Licensees of the Commercial Rights.
- 5.4 AIFF warrants and undertakes that at no time shall it (nor its office holders, employees or other members of staff) communicate directly with any potential Official Licensee in relation to a potential Official Licence Agreement which is being negotiated between the Company and the potential Official Licensee.
- 5.5 AIFF shall use its best endeavours to protect the good name, reputation, image and goodwill of AIFF, the Competition, the Matches, the Commercial Rights and of Indian football generally, ensuring that it and its office holders, employees and other members of staff shall conduct themselves with the highest standards of behaviour and integrity and shall not engage in any act or conduct (either itself, or through its officers, consultants, agents, contractors or employees) which may damage any aspect of the same.
- 5.6 AIFF shall ensure that neither the AIFF nor its office bearers, employees and other members of staff shall throughout the Term, commit or procure the commission of any illegal or wrongful acts in relation to this Agreement.
- 5.7 AIFF warrants and undertakes the Competition shall, throughout the Term, continue to constitute the top-tier of India's domestic professional football league competition for men. AIFF further undertakes that it shall not implement any changes to the Competition, except where such changes are mandated by directives issued by the FIFA (Federation Internationale de Football Association), AFC (Asian Football Confederation), IOC (International Olympic Committee) and/or SAFF (South Asian Football).

6. Warranties, Undertakings and Obligations of the Company

- 6.1 The Company warrants and undertakes that the Competition and Matches will be organised and staged to a high standard and shall take place in accordance with the Fixture Lists. The Company further warrants and undertakes that the Competition and Matches will be staged and conducted in accordance with the Competition Regulations and in consultation with the Governing Council.
- 6.2 The Company agrees to consult with AIFF in relation to the media accreditation and

management systems to be implemented for the Competition and Matches.

- 6.3 The Company shall provide AIFF with a digital copy of the international feed of the Competition, produced by or on behalf of the Company (the "Recording") in a commonly accepted format (e.g. MP4 or equivalent), as soon as reasonably practicable and no later than seven (7) days following the completion of any Match/Competition that has been broadcast. The Recording shall be provided to AIFF, at the sole cost and expense of the Company. The Company acknowledges and agrees all intellectual property rights, including copyright, in the international feed of the Competition shall remain vested in the AIFF. AIFF shall use the Recording, and/or excerpts thereof, solely for internal communications, for promotion of Indian football and for other non-commercial purposes, and not for any commercial exploitation or public distribution.
- 6.4 The Company shall provide AIFF with a copy of the broadcast distribution list for Competition, as soon as reasonable practicable and once finalized.
- 6.5 The Company shall provide AIFF the viewership data (both on Linear Television and Digital) at two (2) points in the season:
- a) Mid-point of the season defined by total no. of matches in the season divided by 2
 - b) Forty five (45) days from the end of a particular season

AIFF reserves the right to share specific parts of the data with the Participating teams on a need basis. The viewership data shall include, but not limited to, the following:

(a) Linear Broadcast:

- 1) Total Reach (Gross and Unique viewers)
- 2) Impressions
- 3) TVR (TV Rating Points)
- 4) TSV (Time spent per viewer)
- 5) Frequency of tune in
- 6) Peak concurrency
- 7) The above liner metrics cuts to be made available across the following cuts:
 - a) Prime time/Non prime time
 - b) Weekends/Weekdays
 - c) NCCS classifications
 - d) Age, Gender, Urban/Rural
 - e) Language wise splits
 - f) State wise viewership (specifically applicable for teams based out of those particular states)

(b) Digital Streaming

- 1) Monthly and Daily Active users – Across the duration of the season
- 2) Unique viewers per match, per season
- 3) Total Watch time per user – Match/Season
 - a) No. of sessions, Watch time per session
- 4) Concurrent viewers (match wise)

- 5) Video completion rate (split across streams/highlights/clips)
 - 6) Bounce rate
 - 7) Cohort analysis of watch time and sessions of users (D1 – D7 – D30 and beyond)
 - 8) The above KPIs to be available across the following cuts
 - a) Age, Gender, Urban, Rural, NCCS
 - b) Device type (Mobile – Android, Apple, CTV, Desktop)
 - c) Consumption across time of the day
 - d) Language wise splits
 - e) Region/state wise splits
- 6.6 The Company shall make available to AIFF certified copies of all agreement(s) that it enters into with Official Licensees for the rights granted to Official Licensees under the relevant Official Licence Agreements to confirm the Commercial Rights granted to each such Official Licensee.
 - 6.7 The Company shall be responsible for taking all reasonable measures, at its expense, to ensure the security of the Official Licensees and their personnel and equipment, including but not limited to broadcast equipment and advertising boards once installed at the Stadia or Facility Areas. Further, the Company shall at its cost procure secure storage facilities for such equipment at or near the Stadia. The Company shall make security arrangements at its cost and AIFF will not under any circumstances be responsible to compensate the Company for any loss or damage cause to the Company or its equipment.
 - 6.8 The Company shall use its best endeavours to protect the good name, reputation, image and goodwill of the Company, ensuring that it and its office holders, employees and other members of staff shall conduct themselves with the highest standards of behaviour and Integrity. The Company shall not engage in any act or conduct (either itself, or through its officers, consultants, agents, contractors or employees) which may damage or harm the name, reputation, image, or goodwill of the game of football, AIFF, FIFA, AFC or any of their respective affiliates, constituents, or stakeholders.
 - 6.9 The Company shall its best endeavours to ensure that the Official Licensee who has acquired the Broadcast Rights shall broadcast all Matches of the Competition on a live basis across television and digital streaming platforms. In the event of concurrent Matches where live broadcast of all Matches is not feasible, the Company shall ensure that such Matches are broadcast on a deferred live basis, in full, without undue delay. The Company shall also ensure that all Matches are streamed live via digital platforms accessible to the public, subject to applicable licensing and technical constraints.
 - 6.10 The Company agrees that it shall not enter into any Official Licence Agreement where the Official Licensee's business is such that it would materially adversely affect the standing of the AIFF (such as any company engaged in the pornographic industry).
 - 6.11 In performing this Agreement the Company shall act in a manner which is consistent with and in furtherance of the objectives set out in the AIFF's constitution as at the date of this Agreement and as the same may be amended in the future. It is being acknowledged that the Company shall, notwithstanding the foregoing, always be entitled to exploit the Commercial Rights as contemplated by this Agreement.
 - 6.12 The Company shall take any necessary action to safeguard against any conflict of interest between its shareholding entities.

- 6.13 The Company shall comply with any relevant regulations published by FIFA, IOC, AFC or the Indian Government in the performance of this Agreement.
- 6.14 The Company shall submit to AIFF within thirty (30) days after finalisation of its accounts, a certificate signed by its auditor certifying that all the Fees payable under any agreement for exploitation of Commercial Rights for such year of the Term were correctly calculated in terms of this Agreement.
- 6.15 The Company undertakes to invest in, improve and maintain at its own cost a state-of-the-art website featuring the Competition, which the Company will manage in consultation with the Governing Council.

7. Development and Exploitation of Commercial Rights

- 7.1 For the purpose of deliberating on operational and commercial matters relating to the Competition, a Governing Council (the "**Governing Council**") shall be constituted, comprising six (6) members, two (2) representatives from AIFF, one (1) representative from the Company, one (1) representative from the Official Licensee who has acquired the Broadcast Rights and two (2) representative (rotating every 2 years) from the Participating Teams. The Governing Council shall convene at regular intervals, to discuss and address operational and commercial matters, including but not limited to those set out in Schedule 6. Decisions of the Governing Council shall be made through mutual consultation and consensus among its members. In the event of a deadlock, the senior AIFF representative shall have a casting vote. The senior AIFF representative shall also have certain veto rights, as may be defined in the Governing Council's charter.
- 7.2 For the purpose of supervising the business of the Governing Council and to ensure effective implementation of this Agreement and for all decisions to be made which involve consultation between the Parties, the Parties shall establish a management committee comprising six persons, three nominated by the Company and three from AIFF (the "**Management Committee**"). One of the three representatives of AIFF shall be the President of AIFF (or his nominee), AIFF's representatives on the Management Committee shall be duly elected members with experience of managing football-related business. The Management Committee shall meet at least twice a year. The Management Committee meetings shall be chaired alternately by the representative of the Company and the President of the AIFF or his nominee. The Company's representatives on the Management Committee shall be of a stature which is at least equal to the equivalent AIFF representatives.
- 7.3 The Parties mutually undertake to conduct a comprehensive review upon the conclusion of each season of the Competition, covering all activities undertaken pursuant to this Agreement and assessing the progress made in the development of the Competition. As part of this review, the Parties shall evaluate the achievements of the preceding year and endeavor to agree upon plans and strategies for the remainder of the Term.

8. Trade Marks

- 8.1 AIFF hereby grants to the Company during the Term an exclusive worldwide licence at no cost to use and sub-license the use of the Marks in relation to the exercise and exploitation of the Commercial Rights. AIFF undertakes that it will not during the Term authorise the development or existence of any trade marks, logos or other names in relation to the Competition or Matches other than the Marks and shall procure that the same are not licensed to any third party for any commercial purpose conflicting with the grant of rights contained in this Agreement.

- 8.2 AIFF represents, warrants and undertakes that it is the owner of the Marks and during the Term it will do nothing to curtail or restrict its ownership of the Marks.
- 8.3 All renewal and other fees necessary to maintain registrations for the Marks during the Term shall be for the cost of AIFF.

9. Protection of Rights

- 9.1 In the event that either Party to this Agreement becomes aware of any unauthorised use of the Commercial Rights, the Marks and/or the Proprietary Interests or any of them it shall promptly notify the other and without prejudice to either Party's rights with respect to such unauthorised use the procedure in this clause shall apply.
- 9.2 AIFF shall at its expense take all such action including the institution of legal proceedings, in relation to any unauthorised use as referred to in clause 9.1 or third party claim as the Company shall reasonably require.
- 9.3 In the event of AIFF failing to take action as required by the Company under clause 9.2 above within the reasonable time period, then AIFF hereby confirms that the Company may take such action, including the institution of legal proceedings. Further AIFF confirms that the Company shall have the right to join AIFF in proceedings where necessary under proprietorship laws in any jurisdiction.
- 9.4 AIFF undertakes to co-operate fully with the Company in the prosecution of all such claims and actions and to promptly execute and provide to the Company all documentation and information as may be reasonably and properly required by the Company to prosecute the claim.

10. Publicity and Promotion

- 10.1 The Company and the Official Licensees shall be entitled to use the names, images, likenesses and biographical details of the Participating Teams and/or Participating Players (the "Team and Player Information") featured in the Competition for the purpose of promoting and publicising the Competition and the Matches and exploiting the Commercial Rights in relation to this Agreement.
- 10.2 The Company acknowledges and agrees any use of the Team and Player Information shall be subject to the following:
- (a) the Company and the Official Licensees shall be authorised to use the names, images, likenesses and biographical details of the Participating Players and/or Participating Teams; and
 - (b) the Company and the Official Licensees shall be authorised to use photographs, stills and coverage of each Match and other elements of Competition provided that any such images incorporate no less than two (2) players, of relatively equal size and proportion in any one image, and that such use does not imply a commercial endorsement by any Participating Player and/or Participating Team of any of the goods and/or services of the Official Licensees.
- 10.3 AIFF shall, upon request by the Company, provide all reasonable assistance to the Company for obtaining all permissions and consents in relation to the use by the Company and/or the Official Licensees of the Team and Player Information..
- 10.4 AIFF shall, upon request by the Company and at the cost of the Company, use best endeavours to procure that each Participating Player, subject to prior commitments to be disclosed to

AIFF, will provide two (2) days of their time to the Company in each year of the Term for the purposes of promotion and/or activities of Official Licensees.

11. Scheduling/Cancellation/Rescheduling

- 11.1 Fixture Lists which shall be mutually agreed and prepared by AIFF and the Company, as soon as practicable, but wherever possible not less than three (3) months prior to the Matches taking place.
- 11.2 AIFF shall promptly notify the Company of any cancellation, reduction in scope or rescheduling of the Competition and/or Matches. If the Competition and/or Matches do not take place in accordance with the Fixture Lists as a direct or indirect result of any actions or omissions of AIFF (or any person connected with AIFF) or any person acting on behalf of AIFF or any such connected person, and/or the Company is prevented from exploiting the Commercial Rights or any part thereof (other than as a result of Force Majeure) then, without prejudice to any rights which the Company may have (whether pursuant to this contract or otherwise), the Company shall be entitled to an equitable reduction in the Fees as may be mutually agreed or if not agreed in a reasonable time period either party may refer the matter to an arbiter for final resolution in accordance with Clause 18 below.

12. Indemnity and Liability

- 12.1 The Company shall indemnify, defend and hold the AIFF harmless against any and all proceedings, actions and third-party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the Company of any of the warranties, undertakings, obligations and/or conditions under this Agreement.
- 12.2 The Company's (which shall include its officers, directors, employees and agents) maximum aggregate liability in both contract, tort or otherwise howsoever arising out of or in connection with this Agreement shall be limited to a sum equal to the amount of the Fees payable by the Company for the year in which the event giving rise to such liability occurred.

13. Termination

- 13.1 Either party may terminate this Agreement forthwith upon notice in the event that the other party:
 - (a) enters into a composition or arrangement with its creditors, has a receiver or administrator or administrative receiver appointed, or becomes insolvent or unable to pay its debts when they fall due;
 - (b) commits a material breach of any warranty, undertaking, term or condition of this Agreement and if said breach is capable of remedy fails to so remedy said breach within twenty-eight (28) days of receiving notice from the other party requiring remedy.
- 13.2 If either Party remedies/cures the breach complained of in 13.1(b) within the notice period then the rights of the other Party to terminate in relation to that breach shall henceforth be lost.
- 13.3 Notwithstanding any other provision of this Agreement, AIFF shall be entitled to terminate this Agreement immediately in the event that:
 - (a) the Company does not provide the Performance Security in accordance with clause

2;or

- (b) the Company has failed to pay any part of the Fees which is due and payable under this Agreement after the expiry of twenty-eight (28) days following a written request (which is sent in accordance with clause 16) for payment from the AIFF.

- 13.4 Termination of this Agreement in accordance with this Clause 13 shall operate without prejudice to the rights and liabilities of the Parties accrued prior to the date of termination and the Company shall cease to have any right under this Agreement with respect to any period after termination.
- 13.5 In the event that the Company elects to terminate this Agreement pursuant to Clause 13.1, it shall be required to issue such termination notice no less than ninety (90) days prior to the commencement of any season of the Competition. Upon such termination, neither Party shall have any further liability or obligation to the other, except for the performance and discharge of any obligations relating to Competition or Matches scheduled to take place prior to effective date of termination i.e. the expiry of the notice period.

14. Insurance

- 14.1 AIFF shall throughout the Term use its best endeavours to secure and maintain, at its sole expense, insurance to cover the normal and customary risk of damage or loss resulting from an event of Force Majeure, or an event which may otherwise diminish the value of the Commercial Rights. In cases where payment of Fees has been made, the Company shall be the beneficiary of the insurance cover to the extent of the fees paid.
- 14.2 General liability insurance, Accidental medical insurance, Public liability and Property damage insurance shall be the responsibility of the Participating Teams
- 14.3 In the event that insurance arrangements are not available, the Parties shall work together and endeavour to put in place procedures, such as the introduction of substitute competition, which should have the effect of minimising any financial prejudice suffered, or which could be suffered, by the Company as a result of an event of Force Majeure or as otherwise described in this Clause 14.

15. Assignment

- 15.1 No party to this Agreement shall be entitled to assign the benefit or the burden of this Agreement, save that the Company may without the prior approval of AIFF freely assign the benefit in or novate the Agreement (or any part thereof) only for the purposes of corporate amalgamation or reconstruction provided that:

- (a) such assignment or novation does not result in a change of Control of the Company; and
- (b) the shareholders of the Company as at the date of this Agreement each continue to hold (directly or indirectly) at least twenty-six percent (26%) of the resulting entity; and
- (c) AIFF has provided its prior written approval to such assignment or novation, which shall not be unreasonably withheld.

AIFF shall, subject to the above conditions being met, promptly execute any document necessary to give effect to any such assignment or novation. For the avoidance of doubt, the Company shall be not assign this Agreement to any company which is a subsidiary of the Company or third party without the prior written approval of AIFF.

- 15.2 For the avoidance of any doubt, clause 15.1 above shall not operate to fetter in any way the

Company's right to sell and/or grant to and/or license to third parties and/or otherwise exploit, the Commercial Rights provided that such exploitation does not constitute an assignment of this Agreement or a change of Control of the Company, and is in accordance with the terms of this Agreement and subject to AIFF's approval where applicable.

16. Notices

- 16.1 All notices to be served under this Agreement shall be delivered by hand, or sent by facsimile message, first class pre-paid registered post (airmail, if overseas), or DHL, UPS or Fedex courier to the parties at the addresses first written above, or to such other address as the addressee may have notified to the other party for the purpose of this Article. A copy of any notice sent to the Company shall, at the same time as such notice is dispatched, be sent by email to the following persons (or any substitutes therefor notified to the AIFF): _____, _____, _____, _____. A copy of any notice sent to the AIFF shall, at the same time as such notice is dispatched, be sent to the General Secretary of AIFF.
- 16.2 A notice shall be deemed to have been served if delivered by hand on the date of delivery, if posted on the expiration of forty-eight (48) hours, or (in the case of airmail) seven (7) days after posting, if sent by facsimile message at the time of transmission, or if sent by courier upon signed acknowledgement of receipt.

17. Confidentiality

- 17.1 This Agreement and its particulars are strictly confidential and no party shall except as directed by any Court or Government department or Statutory Authority, disclose it or them, including, for the avoidance of doubt, the financial terms to any third party, without the consent of the other party.

18. Arbitration and Governing Law

- 18.1 All disputes and differences ("**Disputes**") between the Parties hereto shall at first be subjected to an attempt at conciliation by the Management Committee and failing a resolution of such Disputes shall be referred to Arbitration under the Arbitration and Conciliation Act, 1996 by a panel of three arbitrators (the "Arbitral Tribunal"), consisting of persons of eminence and conversant with adjudicatory proceedings, one (1) of which shall be nominated by AIFF, one (1) by the Company, and the third member is to be mutually decided by the two arbitrators, who is required to be a retired judge of any High Court
- 18.2 The Arbitral Tribunal shall make best efforts, if possible, to conclude the proceeding in summary process at the earliest within 3 (three) months from reference being so made. The conclusive award of the Tribunal shall be final and binding on both the Parties. The seat and the venue of the Tribunal shall be at New Delhi and appropriate jurisdictional Court, namely the Delhi High Court, would have exclusive jurisdiction to entertain any proceeding as per the applicable provisions of the Arbitration and Conciliation Act 1996, as amended from time to time.

19. General

- 19.1 Nothing contained or implied in this Agreement shall be interpreted as constituting a partnership, agency or trust between the parties hereto and no party has any authority to

bind another party in any manner whatsoever unless otherwise expressly provided in the Agreement.

- 19.2 A Party may not make press or other announcements or releases relating to the Agreement and the transactions the subject of this Agreement without the prior written approval of the other Party to the form and manner of the announcement or release.
- 19.3 Each Party at its own cost agrees to do and execute and perform such other deeds, documents, assurances, acts and things only as may be required to give effect to the terms, intent and purposes of this Agreement.
- 19.4 The granting by any Party of any time or indulgence in respect of any breach of any provision of this Agreement by the other Party shall not be deemed a waiver of such breach and the waiver by any Party of any breach of any provision of this Agreement by the other shall not prevent the subsequent enforcement of that provision and shall not be deemed a waiver of any subsequent breach.
- 19.5 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute an original, but all of which when taken together shall constitute one and the same Agreement.
- 19.6 All rights, remedies and powers conferred upon the Parties are cumulative and shall not be deemed to be exclusive of any other rights, remedies or powers now or subsequently conferred upon them by law or otherwise.
- 19.7 Should any term of this Agreement be considered void or voidable under any applicable law or under the provisions of AIFF's constitution, then such terms shall be severed or amended in such a manner as to render the remainder of this Agreement valid or enforceable, unless the whole commercial object is thereby frustrated.
- 19.8 This Agreement may only be modified or any provision waived if such modification or waiver is in writing and signed by a duly authorised representative of each Party. Each of the Clauses of this Agreement are severable and distinct from the other and if anyone or more of the Clauses of this Agreement, or any part thereof, is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining Clauses of this Agreement shall not be thereby affected or impaired in any way.
- 19.9 Each Party warrants and represents to the other Party that such Party has the full power and authority to enter into, sign and deliver this Agreement and to perform the transactions contemplated hereby and that such Party is duly incorporated or organised and existing under the laws of the jurisdiction of its incorporation or organisation. This Agreement represents the entire agreement between the Parties in respect of its subject matter save as relates to the Funding Agreement and supersedes all previous arrangements, agreements, understandings, bids and correspondence between them and each Party confirms that in entering into this Agreement, it has not relied on and shall have no remedy (either in contract or tort) in respect of any statement, representation, warranty or understanding which is not expressly set out in this Agreement (save for any warranty given on or around the date of signature of this Agreement which was given in relation to the signature and/or termination of any agreements or arrangements prior to and in relation to the signature of this Agreement) provided that nothing in this paragraph shall operate to limit or exclude any liability for fraud.
- 19.10 Save as may be expressly agreed otherwise in writing each Party shall retain ownership of all material and all intellectual property rights therein created by them or otherwise acquired by them through the operation of this Agreement.

Executed and delivered by
ALL INDIA FOOTBALL FEDERATION
acting by

Witnessed by

Executed and delivered by
_____ (Company)
acting by

Witnessed by

SCHEDULE 1

Consideration

1. The Fees

The Company would pay Fees (“Fees”) to AIFF in the following manner:

Year	Amount	Payment Date for Guaranteed Payment
Year 1	‘Guaranteed Payment* of INR ____ Cr’ or ‘5% of Gross Revenues’ (whichever is higher)	To be paid in two (2) equal installments: • 1st Installment – 10th December 2025 • 2nd Installment – 10th March 2026
Year 2	‘Guaranteed Payment* of INR ____ Cr’ or ‘5% of Gross Revenues’ (whichever is higher)	To be paid in four (4) equal installments: • 1st Installment – 10th June 2026 • 2nd Installment – 10th September 2026 • 3rd Installment – 10th December 2026 • 4th Installment – 10th March 2027
Year 3	‘Guaranteed Payment* of INR ____ Cr’ or ‘5% of Gross Revenues’ (whichever is higher)	To be paid in four (4) equal installments: • 1st Installment – 10th June 2027 • 2nd Installment – 10th September 2027 • 3rd Installment – 10th December 2027 • 4th Installment – 10th March 2028
Year 4	‘Guaranteed Payment* of INR ____ Cr’ or ‘5% of Gross Revenues’ (whichever is higher)	To be paid in four (4) equal installments: • 1st Installment – 10th June 2028 • 2nd Installment – 10th September 2028 • 3rd Installment – 10th December 2028 • 4th Installment – 10th March 2029
Year 5	‘Guaranteed Payment* of INR ____ Cr’ or ‘5% of Gross Revenues’ (whichever is higher)	To be paid in four (4) equal installments: • 1st Installment – 10th June 2029 • 2nd Installment – 10th September 2029 • 3rd Installment – 10th December 2029 • 4th Installment – 10th March 2030
Year 6	‘Guaranteed Payment* of INR ____ Cr’ or ‘5% of Gross Revenues’ (whichever is higher)	To be paid in four (4) equal installments: • 1st Installment – 10th June 2030 • 2nd Installment – 10th September 2030 • 3rd Installment – 10th December 2030 • 4th Installment – 10th March 2031

Year	Amount	Payment Date for Guaranteed Payment
Year 7	'Guaranteed Payment* of INR ____ Cr' or '5% of Gross Revenues' (whichever is higher)	To be paid in four (4) equal installments: • 1st Installment – 10th June 2031 • 2nd Installment – 10th September 2031 • 3rd Installment – 10th December 2031 • 4th Installment – 10th March 2032
Year 8	'Guaranteed Payment* of INR ____ Cr' or '5% of Gross Revenues' (whichever is higher)	To be paid in four (4) equal installments: • 1st Installment – 10th June 2032 • 2nd Installment – 10th September 2032 • 3rd Installment – 10th December 2032 • 4th Installment – 10th March 2033
Year 9	'Guaranteed Payment* of INR ____ Cr' or '5% of Gross Revenues' (whichever is higher)	To be paid in four (4) equal installments: • 1st Installment – 10th June 2033 • 2nd Installment – 10th September 2033 • 3rd Installment – 10th December 2033 • 4th Installment – 10th March 2034
Year 10	'Guaranteed Payment* of INR ____ Cr' or '5% of Gross Revenues' (whichever is higher)	To be paid in four (4) equal installments: • 1st Installment – 10th June 2034 • 2nd Installment – 10th September 2034 • 3rd Installment – 10th December 2034 • 4th Installment – 10th March 2035
Year 11	'Guaranteed Payment* of INR ____ Cr' or '5% of Gross Revenues' (whichever is higher)	To be paid in four (4) equal installments: • 1st Installment – 10th June 2035 • 2nd Installment – 10th September 2035 • 3rd Installment – 10th December 2035 • 4th Installment – 10th March 2036
Year 12	'Guaranteed Payment* of INR ____ Cr' or '5% of Gross Revenues' (whichever is higher)	To be paid in four (4) equal installments: • 1st Installment – 10th June 2036 • 2nd Installment – 10th September 2036 • 3rd Installment – 10th December 2036 • 4th Installment – 10th March 2037
Year 13	'Guaranteed Payment* of INR ____ Cr' or '5% of Gross Revenues' (whichever is higher)	To be paid in four (4) equal installments: • 1st Installment – 10th June 2037 • 2nd Installment – 10th September 2037

Year	Amount	Payment Date for Guaranteed Payment
		• 3rd Installment – 10th December 2037 • 4th Installment – 10th March 2038
Year 14	‘Guaranteed Payment* of INR _____ Cr’ or ‘5% of Gross Revenues’ (whichever is higher)	To be paid in four (4) equal installments: • 1st Installment – 10th June 2038 • 2nd Installment – 10th September 2038 • 3rd Installment – 10th December 2038 • 4th Installment – 10th March 2039
Year 15	‘Guaranteed Payment* of INR _____ Cr’ or ‘5% of Gross Revenues’ (whichever is higher)	To be paid in four (4) equal installments: • 1st Installment – 10th June 2039 • 2nd Installment – 10th September 2039 • 3rd Installment – 10th December 2039 • 4th Installment – 10th March 2040

*[*Note: ‘Guaranteed Payment’ shall be the amount quoted by the Company in its Commercial Bid].*

2. Defined Terms:

"Gross Revenues" shall mean the aggregate of all gross revenue, of any kind whatsoever, generated and received by the Company in connection with or pursuant to or as a consequence of the exploitation of the Commercial Rights. The Company shall, as soon as practicable and in any event no later than thirty (30) days following the finalisation of its audited accounts for each year during the Term submit to AIFF a certificate duly signed by the Company's statutory auditor certifying that all sums receivable by the Company in relation to the exploitation of the Commercial Rights for the relevant year during the Term have been accurately determined.

For the avoidance of doubt, **Gross Revenues** shall exclude any income generated by the participating clubs in the ISL, including but not limited to club-level sponsorships, ticketing sales applicable to the clubs, merchandise sales, and licensing of club brands or logos.

3. Payment Schedule:

Payment to the AIFF of the Guaranteed Payments will be made in accordance with para 1 of this Schedule. For any particular year in the Term, as per the audited accounts, if the amount of ‘5% of Gross Revenues’ is higher than the ‘Guaranteed Payments’ payable in that particular year, then the Company shall pay to AIFF the difference amount (equivalent to 5% of Gross Revenue for the particular year minus the Guaranteed Payments already paid for the particular year) within thirty (30) days of the finalisation of the audited accounts in respect of the relevant year of the Term. Time is an essence in relation to the Company's payment obligations hereunder. Interest shall be payable by the Company to AIFF on any late payments of any amount including any instalment of Fees at a rate of twelve per cent (12%) per annum.

SCHEDULE 2

AIFF LOGO

[To be added]

SCHEDULE 3
THE COMPETITION MARKS

[To be added]

SCHEDULE 4
EXCLUDED RIGHTS

Excluded Rights

1. Stadium: naming rights of stadium, stands, other areas, which are at the date of this Agreement retained with stadium authority
2. Participating Team Sponsorship
3. Other Rights
4. Participating Teams will declare details of existing sponsorships and duration of the same within seven (7) days of execution of this Agreement. Participating Teams cannot sign new sponsorship agreements with the competitors of any Official Licensee without the express written consent of the Company.
5. The Company shall provide AIFF with nine (9) perimeter boards for every match in reasonably prominent positions. Three (3) boards for the hosting Club and six (6) boards for AIFF, which shall be utilised to promote the game of football in consultation with the Governing Council and which, for the avoidance of doubt, shall not be sold to any sponsor or other such third party.

SCHEDULE 5
PRODUCTION SPECIFICATIONS

CAMERA PLAN

Camera No.	Status	Details
1	Manned	
2	Manned	
3	Manned	
4	Manned	
5	Manned	
6	Manned	
7	Manned	
8	Manned	
9	Manned	
10	Unmanned	
11	Unmanned	
12	Manned	Optional for key Matches
13	Manned	Optional for key Matches
14	Manned	Optional for key Matches

Replays:

EVS machines for replays & packages

Audio:

4 x Language Commentary

Dolby 5.1 Audio.

Scoring Graphics:

English Language graphics.

Match Data:

Camera based optical technology to collect live match data to be used during the live telecast of the matches.

Edit Setups

2 x Manned Edit setups for special packages & highlights.

Power

1 + 1 Generator to power all equipment

Infrastructure

All Broadcast infrastructure such as Camera platforms, BCR, Internet, parking etc to be provided by Hosting Club.

Security

24x7 security to be provided, as specified, from the time the equipment arrives to leaving by the Hosting Club.

SCHEDULE 6

OPERATIONAL AND COMMERCIAL MATTERS RELATING TO THE COMPETITION

- 1) The copyright for broadcast and streaming (Live TV, Deferred Live, Digital Streaming, Highlights, Clips, Archives, Still images from the broadcast) would rest with the AIFF.
- 2) The AIFF shall retain rights to use the copyrights as defined above solely for promotion of Indian football and for other non-commercial purposes, and not for any commercial exploitation or public distribution.
- 3) The defined windows for Live Telecast, Clips, Re-Telecast, Digital streaming shall be agreed upon between the Commercial rights holder and the broadcaster/streaming platform, with the approval of the Governing Council.

4) Number of Participating Teams and Matches envisaged for 2025-2026 season:

- 14 Participating Teams in Double round robin format – $(14 \times 13) + 7 = 189$ Matches
- AIFF shall endeavor to adhere to the roadmap established with the AFC in 2019, subject to the Participating Teams' compliance with the licensing criteria laid down by the AFC and the AIFF.
- AIFF shall make its best endeavour to schedule and conduct one hundred eighty-nine (189) Matches during the 2025–2026 season. In the event that the actual number of Matches scheduled and conducted is less than one hundred eighty-nine (189), the Company shall be entitled to submit a written request to the AIFF for a reduction to the Guaranteed Payment amount for the first year of the Term. Any such reduction shall not exceed the proportionate decrease in the number of Matches and, under no circumstances, shall the Guaranteed Payment amount for first year of the Term be reduced below INR 30 crore. Such request shall be considered by the Governing Council in good faith.

Further, for each season commencing from 2026–2027 and continuing through the remainder of the Term, the AIFF shall make its best endeavour to ensure a minimum of one hundred eighty-nine (189) Matches per season. If, in any such season, the number of Matches scheduled and conducted is either less than or exceeds one hundred eighty-nine (189), the Guaranteed Payment amount for that particular year of the Term shall be subject to adjustment, as mutually discussed and agreed upon in the Governing Council. Notwithstanding the foregoing, such adjusted Guaranteed Payment amount for any year of the Term shall not be less than INR 30 crore.

- 5) No franchisee fee payment shall be applicable from 2025-2026 season, either for the Founding or Non-founding Participating Teams.
- 6) Founding Participating Teams shall pay to the Company ten per cent (10%) of their revenue (excluding Central Revenue Pool allocation and grassroots grants from the Company). Revenue here shall imply all revenues of the Participating Team except Central Revenue pool and grassroots grants from the Company.
- 7) Non-founding Participating Teams shall pay to the Company twenty per cent (20%) of their revenue (excluding Central Revenue Pool allocation and grassroots grants from the Company):
 - for the remaining duration till the expiry of their ten (10) years in the Competition;
 - for ten (10) seasons from the date of promotion to the Competition (in case a new Participating Team is getting promoted to the Competition). Ten (10) seasons shall include the season in which such Participating Team is promoted to the Competition.
- 8) Promotion and relegation to be implemented at the end of 2025-2026 season:
 - One (1) Participating Team to be relegated

- One (1) Participating Team to be promoted

9) Given the promotion and relegation to be implemented at the end of the 2025-2026 season:

- The number of Participating Teams for the subsequent seasons shall remain at twelve (12). However, the Governing Council, shall reserve the right to induct new Participating Teams, hence taking the total number of Participating Teams to more than twelve (12). Governing Council shall endeavor, on a best effort basis, that the such induction of new Participating Teams does not adversely impact the Central Revenue Pool contributions to the Participating Teams already existing in the Competition.

10) Relegated Participating Teams to get support in terms of parachute payments as per time spent in the Competition:

- 1 year - For an amount equal to zero per cent (0%) of the applicable Central Revenue Pool share
- 2 years - For an amount equal to twenty per cent (20%) of the applicable Central Revenue Pool share
- 3 years - For an amount equal to thirty per cent (30%) of the applicable Central Revenue Pool share
- >3 years - For an amount equal to forty per cent (40%) of the applicable Central Revenue Pool share

Parachute payments shall be made by the AIFF for a period of:

- One (1) year for such Participating Teams who have competed for two (2) years in the Competition
- Two (2) years for such Participating Teams who have competed for three (3) or more years in the Competition. For instance, for a Participating Team who have competed for three (3) years, the parachute payment for each of the two years shall an amount equal to fifteen per cent (15%) of the applicable Central Revenue Pool share for the year in which such Participating Team is relegated, and the same amount shall be paid annually over the two-year period i.e. fifteen per cent (15%) for each of the two years.

11) The Company shall be responsible for:

- preparation of Fixture Lists in mutual discussion with AIFF. The Company shall draw up a schedule for the Matches in each season, including scheduling on weekdays/weekends, in order to maximize the potential viewership.
- producing (on ground) the entire tournament, with a feed ready for broadcast (linear) and streaming.
- managing the entire operations of the Competition from a central point of view
- organising the playoffs and the finals including hosting of the match
- compulsorily following a transparent bidding process for selecting a media rights partner (TV and Digital), in order to maximize value for the Competition and the Clubs at large
- exploiting all the central Commercial Rights of the Competition
- marketing the Competition in a suitable manner so as to improve the stature of the Competition, as well as enhancing the viewership.

- for proving the Football video support system from the 2025-2026 season onwards for a minimum of 5 years of the Term. Basis mutual discussion with the Company and the AIFF, the AIFF may mandate upgradation of the same to VAR from Year 6 onwards.

12) The Company shall distribute Central Revenue Pool to the Participating Teams in the Competition:

- The Central Revenue Pool shall comprise the total revenues generated by the Company through monetization of Commercial Rights under this Agreement, excluding the contributions made by Participating Teams and net of the production costs.
- The sharing of Central Revenue Pool with the Participating Teams shall be decided by the Company, however the sharing between Founding and Non-founding Participating Teams shall be differential, wherein the difference in per centage share of Founding and Non-Founding Participating Teams shall be atleast twenty per cent (20%)
- The distribution of Central Revenue Pool between the Company and all the Participating Teams shall be decided basis the commercial deals. The Company shall have the discretion to decide the aforementioned distribution share, but it should not be lower in the 2025-2026 season than the weighted average of the percentage sharing with the Participating Teams the 2024-2025 season of the Competition.
- The distribution of Central Revenue Pool between Founding and Non founding Participating Teams shall be reviewed by AIFF, from time to time at its discretion, basis feedback from all the Participating Teams, and also depending upon the period of the media rights and sponsorship deals.

13) The Company would be required to contribute the following to grassroots development of Indian football:

- Amounts equal to 2.5% of Gross Revenues for the first 5 years of the Term
- Amounts equal to 5.0% of Gross Revenues for the next 10 years of the Term

The above is subject to review of the Governing Council, basis the media rights deals renewal cycles and the values derived thereof. Above payments can be made in the form of a CSR contribution by the Company or its Affiliate, in part or whole, subject to applicable law and compliance.

14) Following shall be the conditions for the Participating Teams:

- The Participating Teams will receive a minimum of 70% of contributions made by the Company for grassroots development and such amounts would be distributed equally between the Participating Teams. The balance amounts shall be distributed to the I-League Clubs basis discretion of the AIFF. The amounts mentioned above are mandated to be spent on the grassroots development by the Participating Teams, and will be subject to verification by the Governing Council.
- There shall be a strict enforcement of the salary caps for all Participating Teams in the Competition from 2025-2026 season onwards.
 - For the 2025–2026 season, the applicable salary cap shall be equivalent to the salary cap established for the 2024–2025 season.
 - For avoidance of doubt, the Salary cap for 2024-2025 season shall be considered as INR 18,00,00,000 (Indian Rupees eighteen crore).
 - The salary cap shall include bonuses to be paid to the Participating Players and any other compensation going out to the Participating Players.

- The salary cap is applicable for all Participating Players including the marquee players, either Indian or foreign players
- Basis discussions with the AIFF, all the Participating Teams shall adhere to the salary cap in 2025-2026.
- This salary cap does not include the cost of Coaches and non-playing technical staff.
- AIFF may from time to time choose to tier the Participating Players in specified salary bands with a maximum specified.
- AIFF shall work with the Company, to design squad sizes and grades of players, in order for Participating Teams to create competitive outfits in the salary cap.
- The salary payouts shall be audited at the end of each season by the AIFF, and suitable penalties shall be levied in case of breaches of the same.
- No relatives/close family a Participating Player (defined as anyone who is a dependent by law, or is a dependent by the virtue of having had 50% of financial support from a Participating Player in the preceding year), shall be allowed to have any employment with the legal entity representing the Participating Team, or any of legal entities who are affiliates, subsidiaries or Ultimate beneficial owners of the Participating Team. However, the this shall not be applicable for employment which either exists already or is proposed, for non football related purposes. Such employment shall be disclosed by the Participating Team to AIFF and the Governing Council shall appropriately take decisions on the same, if required.
- All Participating Teams shall be required to disclose to the Governing Council, any individual sponsorship/endorsement agreements entered into between a Participating Player and the Participating Team or its subsidiaries, affiliates or Ultimate beneficial owners. The Governing Council reserves the right to review such agreements and take appropriate actions if it determines that the terms significantly exceed the prevailing market rates for such Participating Player.
- All Participating Teams shall be required to contribute to their own grassroots development every year
 - 2.5% of Participating Team's Revenue (Total revenue less income from Central Revenue Pool) for first 5 years of the Term
 - 5.0% of Participating Team's (Total revenue less income from Central Revenue Pool) for the next 10 years of the Term
- The Participating Teams shall be required to release their players for the Indian National team's matches in accordance with the FIFA Regulations on the Status and Transfer of Players. In case of any grievances by the Competition Clubs around the same, the decision taken by the Governing Council shall be final.
- The Participating Teams shall incorporate the official logo/marks of the Competition (including if applicable the names of Official Licensees in mutual discussion with the Company) on their playing strip.
- All Clubs seeking to participate in AFC-sanctioned tournaments shall comply with the eligibility requirements and regulations established by AFC, including but not limited to the minimum number of competitive matches required per season and/or any other applicable standards stipulated by the AFC. The AIFF shall make its best endeavour to provide adequate opportunities to the Clubs through multiple competitions to fulfil such eligibility requirements.

15) Ticketing process and guidelines

- Ticketing rights are owned by AIFF as the owner and operator of the Competition
- Ticketing rights for non-central Matches (i.e. excluding 7 Matches for playoffs, semi-finals and finals)
- Ticketing rights are delegated to the hosting clubs
- Hosting Club shall print and distributes tickets, basis guidelines given by the Governing Council (around indicative pricing guidelines, central sponsor logos on tickets, paperless entry wherever possible, making tickets available '30' days before a match)
- Hosting Club shall bear the cost of ticketing and shall keep all the ticketing revenues.
- Ticketing rights for playoff Matches:
 - All ticketing rights shall be delegated to the Company, including printing and revenue collection
 - The Company shall print and distributes tickets, basis guidelines given by the Governing Council.
 - The company shall bear the cost of ticketing and all such ticketing revenues shall go the Central Revenue Pool and be distributable to the Participating Teams as per the Central Revenue Pool sharing ratios.

16) Role of AIFF in refereeing and disciplinary actions:

- AIFF shall be responsible for appointing the referees for the Competition through its Refereeing department.
- The AIFF shall be responsible for monitoring of the performance of the referees and key incidents in line with the international guidelines and external assessors as agreed upon by the Governing Council.
- AIFF shall also collaborate with the Company in order to train referees through various developmental plans. The cost of referee training shall be jointly funded by the AIFF and the Company.
- AIFF shall be responsible for disciplinary decision through its disciplinary committee, in accordance with the laid out code of conduct.
- An indicative list of matters to be overseen by the disciplinary committee may include, but is not limited to, the following:
 - Misconduct by Participating Players and coaches of Participating Teams
 - Hosting Club related issues (like abandonment of Matches, crowd issues, security structure breaches)
 - Appeals against refereeing decisions, red cards, suspensions etc.

17) The AIFF shall be responsible for upholding the integrity of the ISL, through its integrity officers.