



**HOST'S AGREEMENT**

BETWEEN

**ASIAN CRICKET COUNCIL**

AND

**BANGLADESH CRICKET BOARD**

IN REGARD TO

**ASIA CUP 2012**

This agreement is made on the 22nd Day of November 2011

**BETWEEN:**

**ASIAN CRICKET COUNCIL** a Company incorporated under the laws of the territory of Malaysia and having its Administrative Office at Lot 3.01B (West Wing), 3<sup>rd</sup> Floor, Menara BRDB, 285 Jalan Maarof, 59000 Kuala Lumpur, Malaysia and hereinafter referred to as "ACC" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors and/or assigns or nominees).

**AND**

**BANGLADESH CRICKET BOARD** established under the laws of the territory of Bangladesh and having its Administrative Office at Sher-e-Bangla National Cricket Stadium, Mirpur, Dhaka-1216, Bangladesh and hereinafter referred to as BCB (which expressions shall unless excluded by or repugnant to the context be deemed to mean and include its Affiliate Units and Staging Associations and/or its successors).

**Background:**

- A. ACC is responsible for and devoted for promotion and development of the Game of Cricket in Asia and as the controlling body for the game of cricket amongst the cricket playing Nations of Asia, organizes One-Day International Cricket Matches, Series and Tournaments amongst its affiliated Members;
- B. Asian Cricket Council hereinafter referred to as the "ACC" is the Company formed by the Member Countries of ACC to own and control the commercial rights of the Events organized by ACC and other activities or events as are decided by the Member Countries of ACC.
- C. ACC owns the commercial rights and is the organizer of Asia Cup 2012.
- D. BCB has expressed its desire to host the ASIA CUP 2012 (hereinafter referred to as the 'Event') in Bangladesh and relying on its assurance to provide positive and constructive support from all concerned Authorities of Bangladesh, and such offer had been accepted by ACC subject to the fulfillment, due observance of and compliance with the terms and stipulations provided in these presents and that may be required to be performed and complied with.

**THE PARTIES AGREE as follows:**

**1. Definitions**

"ACC Mark" means the logo of ACC whether registered or not and including all registrations or applications to register the same wherever existing or made.

"Commercial Rights" means all rights of ACC and its Licensees in respect of and related to the Event, amongst others, and not limited to:-



- 1.1 Worldwide Broadcasting, Television, Radio, Mobile, Internet & Web Rights (including but not merely limited to sound and images, but in all forms and manner);
- 1.2 Ground Panel & In-Stadia Advertisements and Ground Marking;
- 1.3 Drink Trolley;
- 1.4 Sight Screens;
- 1.5 Third Umpire Lights Panel;
- 1.6 Stumps;
- 1.7 Score Board;
- 1.8 Branding on Presentation Backdrop at all Prize Distribution ceremonies, Official functions for the Tournament and Media Conferences thereof;
- 1.9 Branding on the Cheques/Trophies to be given to the Prize Winners;
- 1.10 Branding on the Front portion of the Tickets/Entry Passes to the Venues;
- 1.11 Branding on Boundary Ropes at the grounds of the Venue;
- 1.12 Branded Clothing for Ground staffs and Ball Boys at each Venue;
- 1.13 Branding of Logo on the Official Scoreboard/Souvenir Brochure if any published for the Tournament;
- 1.14 Branding at Hospitality Areas;
- 1.15 If available, to put up Welcome Banners and Arches at the entry points of each venue;
- 1.16 All other Merchandising, Publishing and Media Rights; i.e. partner, sponsor or supplier status and media rights;
- 1.17 Sponsorship rights
- 1.18 Title sponsorship

"Event" shall mean the Asia Cup 2012 to be held in the year 2012 in Bangladesh under the aegis of ACC and in accordance with the playing conditions approved by ICC for the Event comprising 7 matches, the Official Programmes and others that may be decided by the ACC and "Event Title" shall be construed accordingly.

"Event Title" means "ASIA CUP 2012" or such other name as may be determined by ACC.

"Event Manager" means the overall Director of the Event as appointed by ACC.

"Grounds" means the enclosed Grounds of the Stadia where the matches of the Event shall be played (including the playing areas, centre squares and practice wicket areas) at the Stadia.

"Hospitality" means hospitality facilities provided by BCB within the Stadiums for each Match, including the use of all Hospitality Boxes available.

"ICC" means the "International Cricket Council", the parent body of the Game of Cricket.

"ICC Code" means the ICC Code of Conduct as amended from time to time.

"Licensee" means each Global or other Sponsor(s), Official Supplier(s), Broadcaster(s) and other Commercial Bodies appointed by ACC and/or its Licensees.

"Match" means "One-Day International" cricket match forming part of the Event (including, for the avoidance of doubt, warm-up matches) which shall be played in accordance with the Playing Conditions and the ICC Code.

"Official Programme" means the programme of Matches to comprise the Event, as determined by ACC from time to time, including the draw of the Teams, Stadia, dates and timings of each Match, outline of which is set out in Annexure 'A'.

"Official Sponsor" means any sponsor of the Event as Licensed by ACC.

"Official Supplier" means any supplier of products or services licensed by ACC and/or by the said Licensee with approval of ACC for being supplier of products or services for the Event permitted by ACC.

"Participating Nation" means each Team from Member countries which completes in the Event and is party to a Participating Agreement.

"Playing Conditions" means playing conditions as may be framed by ACC for the Event.

"Sponsorship Agreement" means the Licenses that may be granted by ACC.

"Squad" means each squad consisting of 15 players and 8 officials.

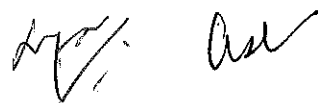
"Stadium" means the whole of the premises of any stadium, ground or place at which any Match is scheduled to be played (as referred to in the Official Programme) and/or, as the context may require, any other stadium or ground that may be selected by ACC for any Match; and "Stadia" shall be construed accordingly.

"Team" means the team of players selected for any Match comprising 12 players.

"Technical Committee" means the committee appointed by ACC.

"Term" means the period commencing on the date hereof and expiring following the end of the last match of the Event, subject to earlier termination as set out herein.

"Venue" means the whole of the premises of any Stadium together with all areas reasonably required for the exercises and exploitation of Commercial Rights, which areas include but are not limited to, Stadia, the areas surrounding Stadia, training and arm-up grounds and areas (including Stadia where warm-up matches for the Event are played) the stands, passageways, walkways, staircases, lifts, bar, toilets, boxes, suites, fences, commentary boxes, gantries, walls, windows, seats, boundaries, floodlights, media facilities, electronic scoreboards and replay screens, roofs, hops, car parks, and other areas in and around Stadia, airspace above any of the foregoing, static or moving objects inside and outside any Stadium, (to the extent such object are within the control of BCB;

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officially designated hotel used in relations to the Event; officially designated vehicles for transportation of teams and officials used in relation to the Event); venues for official Event, functions and any other areas agreed in writing between the parties.

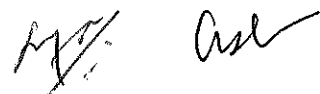
## 2. **Interpretation**

2.1 In the interpretation of this Agreement:

- A. Unless the context otherwise requires the singular shall the plural and vice versa; and references to persons shall include bodies corporate and unincorporated associations, partnerships and individuals;
- B. References to any party or other person shall (unless the context requires) include the successors or assigns of that person.
- C. Actions expressed to be done by BCB or restrictions expressed to be complied with/by BCB shall, where the context requires, be construed as obligations on BCB to procure that such actions be taken by or such restrictions be complied with/by the relevant third parties including (without limitation) Stadium Authorities.

## 3. **General Event Arrangement and Facilities**

- 3.1 ACC hereby appoints BCB to host the Event and BCB will do so in accordance with the Official Programme and the provisions of this Agreement.
- 3.2 BCB shall ensure that all aspects of the Event for which it is responsible are of a standard appropriate to the world class nature, prestige and importance of the Event, including (without limitation) Stadia, Grounds (including pitches) and all facilities at Stadia and other venues (including, without limitation, facilities for media representatives and special invitees) and including ensuring that all such facilities are and continue to be fully operable throughout the Event.
- 3.3 BCB shall, subject to ACC's approval, take all appropriate steps to promote the Event fully, in manner and to a standard commensurate with its world class standing. BCB will not do or suffer to be done any act or thing which will in any way damage, bring into disrepute or adversely affect the image of the game of cricket, and the credibility and image of the Event or reputation of any Participating Nations, Teams or otherwise in any manner.
- 3.4 BCB hereby warrants to ACC and undertakes that:
  - A. It has the full right, title and authority to enter into this Agreement;
  - B. All concerned Authorities in BCB have agreed to provide full positive and constructive support and co-operations in all manner for successful Events;
  - C. All Grounds and the Stadiums of the Venues of the Event shall be made available exclusively to ACC with uninterrupted access and use during the term and prepared exclusively for cricket under supervision and control until conclusion of the Event and no other sports, games, political or cultural event or otherwise by whatever name called shall be permitted on the Ground and/or the Venue or in any part thereof during the said period and

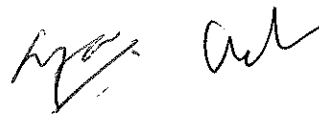


the Wicket, Outfield and adequate number of practice wickets at the Venue shall be per acceptable international norms and standards.

- 3.5 BCB shall provide such assistance as ACC may request from time to time in relations to or arising out of the Event and undertakes to provide at its cost, amongst others, the following:-
- A. In the event any person appointed by ACC (which shall be deemed for the purpose of this provision to include any Match Referee or Umpire) direct any reasonable change, modification, alteration and/or addition reacted to the wickets, outfield of the grounds as well as the Stadiums, Pavilion, and/or any other technical facilities, the same shall forthwith be complied with and carried out;
  - B. There shall be required lighting of international standards at the Venues so as to host day and night Matches, such lighting to be a minimum international standard during play throughout the Event, and shall install back up power sufficient to ensure that lighting of the requisite international standard is available and is adequate throughout each day of play during the Event. It shall also provide two stand-by generators for emergency lighting in the galleries, stairways, exits, toilets, assistance booths and other critical areas to ensure the safety of the public;
  - C. It shall maintain the Dressing Rooms of the players in conformity with international standards and as per stipulated requirements of ICC, including Anti Corruption Unit;
  - D. It shall provide full equipped Medical Room in the main pavilion with adequate number of experienced Medical Professionals at all Venues exclusively for players of the participating teams and others.
  - E. It shall provide, maintain and keep fully functional Score Boards of international standard, Super Sopper and other international cricket match quality equipment, pitch covers, mowers, rollers and sight screens;
  - F. It shall ensure due security of the team, Umpires, Referees, ACC Officials, Guests and Media Personnel;
  - G. All necessary arrangements for the operation of the 'Duckworth Lewis' system (or any alternative system in place) for any Match including employing appropriate experienced and skilled personnel to operate the system effectively shall be provided;
  - H. It shall provide fully operational Third Umpire Lights at all Venues of the Event, including separate Boxes for the Match Referees and Third Umpires at each Venue;
  - I. All required facilities, including a fully furnished and equipped local office, local transport and other facilities as may be required by the Participating Teams, ACC Members or otherwise as shall be directed from time to time by the ACC and/or its Event Manager shall be provided;
  - J. It shall provide (including but not limiting to) required numbers of telephone, fax, computers, internet, copying machines and other network connections

at all Venues) as well as for use by ACC officials, its Sponsors, and others in accordance with the directions of ACC;

- K. All required facilities, including Rooms and necessary electrical connections for facilitation of uninterrupted Broadcast and Telecast of the Matches live from the respective Venues, (including, but not limited to positioning of all Trolleys, Stump Vision Cameras, uninterrupted Third Umpire connections, etc) shall be provided and maintained;
  - L. Strict and efficient management of the Gates on Practice & Match days shall be maintained;
  - M. Internal Transportations of the Teams, Umpires, Referees, ACC Officials and its Guests shall be provided;
  - N. Endeavor to arrange VIP/CIP Lounge and a separate entry and exit point at the time of movement of Teams and Match Officials at the airport and other places;
  - O. Endeavor to provide Separate Counter at the Airports to facilitate faster immigration on arrival for the Teams, Match Officials, ACC Officials and the guests of ACC;
  - P. It shall organize and stage Official Functions, including hosting Official Dinner for the Teams, Umpires, Referees, Officials of ACC and its Guests to the standard commensurate with the world class standing of the Event, the cost of which shall be borne by ACC;
  - Q. It shall provide all necessary supplies and facilities for staging Matches, including without limitation (and to the extent such requirements are not met by Licensees providing Products) catering, drinks, ice, towels and similar items for Players, Team Officials and others as may be required from time to time;
  - R. It shall provide 100 VVIP Tickets with adequate number of VVIP Car Parking Stickers, 100 VVIP Box Tickets with equal number of VVIP Car Parking Stickers per Match for ACC Officials and its Guests, 500 Best Quality Tickets per Match for ACC Sponsors, Players and Match Officials free of charge.
  - S. Each Participating Nation is given a reasonable opportunity to purchase, at face value, a reasonable number of Gate Tickets for each Match in which its Team Participates or otherwise.
- 3.6 In addition to the above, BCB shall ensure that all Teams and its Officials, ACC Officials and its Guests and representatives of its Licensees and Media Personnel are provided with all necessary Entry/Work Permits, Visas and any other similar approvals or documentations without any delays.
- 3.7 ACC hereby warrants to BCB and undertakes that:
- A. It has full right, title and authority to enter into this Agreement;
  - B. It shall provide:



- i. Actual costs of International and Domestic Air Fares of the Teams, Umpires, Referees, ACC Officials and its Guests;
- ii. Hotel Accommodations on "Bed & Breakfast" basis for the Teams, Umpires, Referees, ACC Officials and its Guests;
- iii. Daily allowances equivalent to US\$100 per day for the Teams, Umpires and Referees;
- iv. Match Fees for the Umpires, Referees and Officials Scorers;
- v. Prize Monies;
- vi. Trophies;
- vii. Cost of Official Dinner;
- viii. Cost of Media Conference;
- ix. Cost pertaining to security arrangements;
- x. Cost pertaining to insurance and indemnity policies;
- xi. Cost pertaining to direct match-day expenses like match-day meals, ground expenses, security, surface transport for teams, guests and officials;
- xii. Cricket Balls for Matches and Practices of the Teams;
- xiii. All direct and indirect costs of the Events as per a pre-agreed budget

#### 4. **Technical Committee**

The Technical Committee shall comprise of two ACC representatives, the Event Manager, and one Representative of BCB or such other persons as may be decided by ACC to deal with the issues arising during the Event as referred to below. The Technical Committee shall include, without limitation:

- A. Briefings of Participating Nations' Management, Umpires, Referees prior to the Event;
- B. Appointment of Umpire and Referees;
- C. Decisions concerning replacement players (including circumstances permitting replacement and numbers of replacements);
- D. Interpretation of the Playing Condition;
- E. Disciplinary matters and disputes arising from non-cricketing incidents covered by the ICC Code;
- F. Others that may be entrusted by ACC with occurrences with the Participating Nations.

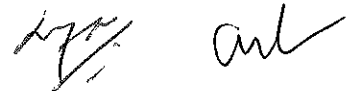


**5. Clothing and Equipment**

- 5.1 The Clothing and Equipment to be used by Teams participating in the Event (both on and off field) will be provided by the respective teams;
- 5.2 The Umpires' and Referees' Clothing shall be provided by ACC;
- 5.3 In any event, Ground Staff and Ball Pickers, clothing is subjected to any restriction on branding and duly notified by ACC for the protection of the Commercial Rights of its Licensee, BCB shall only permit the Ground Staff and Ball Pickers to wear the clothing that may be supplied by the concerned Licensee of ACC. Subject to the above, the clothing of the Ground Staff and Ball Pickers shall be supplied by BCB through sponsorship.

**6. Revenue**

- 6.1 Entire "Commercial Rights" including but not limited to revenue generated from licensing the under mentioned rights shall belong to ACC.
  - A. Worldwide Broadcasting, Television, Radio, Mobile, Internet & Web Rights (including but not merely limited to sound and images, but in all forms and manner);
  - B. Ground Panel & In-Stadia Advertisements and Ground Marketing;
  - C. Drink Trolley;
  - D. Sight Screens;
  - E. Third Umpire Lights Panel;
  - F. Stumps;
  - G. Score Board
  - H. Branding on Presentation Backdrop at all Prize Distribution ceremonies, Officials functions for the Tournament and Media Conferences thereof;
  - I. Branding on the Cheques/Trophies to be given to the Prize Winners;
  - J. Branding on the Front portion of the Tickets/Entry Passes to the Venues;
  - K. Branding on Boundary Ropes at the grounds of the Venue;
  - L. Branded Clothing for Ground staffs and Ball Boys at each Venue
  - M. Branding of Logo on the Official Scoreboard/Souvenir Brochure if any published for the Tournament;
  - N. Branding at Hospitality Areas;
  - O. If available, to put up Welcome Banners and Arches at the entry points of each venue;

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- P. All other merchandising, publishing and Media Rights; i.e. partner, sponsor or supplier status and media rights;
  - Q. Except where otherwise specifically provided in this Agreement, all revenue raised in relation to the Event shall belong to ACC.
- 6.2 BCB shall be responsible for the printing, stamping and distribution of Gate Tickets and Hospitality Tickets for the Matches, revenue generated therefrom as well as score cards, match brochures, food and beverages (not in conflict with the licensee holder of ACC) and Hospitality shall belong to BCB.
- 6.3 BCB would ensure that there be no withholding of taxes.

**7. Media Access, Facilities and Assistance**

- 7.1 BCB shall make available World Class International media facilities for media representatives AT ALL Venues, including a fully equipped and operations Media Centre (with sufficient telephones, fax machines, internet connectivity of personal computers, photocopiers, e-mail facilities and data points) and press conference area. Use of such facilities is to be without charge to media representatives save that the cost of telephone calls and faxes may be charged to media representatives at standard rates.
- 7.2 ACC shall oversee, manage and run all Media accreditation facilities and functions for the entirety of the Event.

**8. Access**

- 8.1 BCB will procure that the Stadiums Authorities will, on reasonable notice, allow ACC Officials and its permitted Licensees and their nominees such access as they may reasonably require (at no cost) to any and all parts of the Stadium (including but not limited to the Grounds) and to use the Stadium Authorities' Property, including but limited to ground preparation equipment, vehicles, scoreboards and similar items for the purposes of fulfilling obligations under this Agreement, staging the Event and exploiting the Commercial Rights, to the extent that such exercise of rights do not damage the equipment and after the conclusion of the Event, the same is restore to its original condition by the Licensee. Permitted access shall extend to such personnel, equipment and vehicles as are reasonably necessary for carrying out the required assignments.
- 8.2 BCB will procure, in particular that Stadiums Authorities will make available (at its own cost and at no charge to the users) such car and vehicle parking facilities (including facilities for parking of outside broadcast vehicles) as are reasonably necessary for the exploitation of the Commercial Rights by the Licensee of ACC subject to the concerned Licensees' providing reasonable notice to BCB of their requirements in this respect.

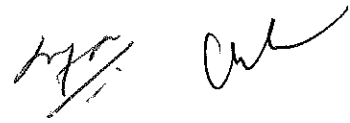
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9. **Commercial Rights**

- 9.1 BCB hereby acknowledges and agrees that ACC and its Licensees are the owners, licensees or sub-licensees (as appropriate) of all the Commercial Rights in respect of the event and that BCB shall not be entitled to exploit any of such Commercial Rights. BCB shall not do, or omit to do, or permit to be done anything which could actually or potentially conflict with any of such Commercial Rights directly or in surrogated form or manner, nor shall BCB enter into any agreement or arrangement relating to the Commercial Rights or purporting to exploit or grant any rights which actually or potentially conflict with the Commercial Rights.
- 9.2 BCB hereby acknowledges that the Commercial Rights comprise a range of commercial and other rights including exclusive sponsorship rights in respect of categories of goods and services specified in the agreements entered into or may be entered by ACC and undertakes not to do or permit anything to be done which ACC notifies BCB.
- 9.3 ACC shall use reasonable endeavors to procure that BCB is informed of the identity of all sponsors, official suppliers and licensees as soon as reasonably practical but not later than one month prior to the start of the Event and forthwith upon being so notified, BCB undertakes to forthwith fulfill such obligations as may be asked for by ACC.
- 9.4 BCB shall take all reasonable steps necessary to ensure that there is no obstruction to the viewing of advertising at the Stadia and shall take immediate action to remove any movable obstruction to the same.
- 9.5 Under no circumstances shall BCB grant or allow any entity manufacturing or providing products, services, facilities or supplies in the same brand sector of any of the licensees of ACC, official sponsors and official suppliers to advertise, sell, provide or promote within the venue (including in or on any corporate box and including at or in conjunction with any official function) or to have any right whatsoever relating to and/or arising out of the event, including that of sale, display, advertisement or otherwise (by whatever name called) without any limitation.

10. **Television, Radio and Internet**

- 10.1 BCB shall provide all necessary and required space and ancillary support for television, radio and internet production, transmission and broadcasting of the Event, the following areas/support at each Stadium, in addition to all other requirements that would be necessary:-
- A. Interview areas;
  - B. Secure space for installation of generators, uplink and associated equipment;
  - C. Secure office space including sufficient numbers of telephones, fax machines and copiers;
  - D. Commentary and camera positions;

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- E. A dedicated production control room (minimum size 40 x 30 feet with outside wall for air conditioning units);
  - F. Full unfettered access to the Stadia for the production and transmission (including up linking) of such broadcasts.
  - G. Facilitate the ACC broadcaster in acquiring permission for Satellite up linking
  - H. Facilitate the ACC broadcaster getting permission for landing and take off of the Specials Aircraft of the broadcaster carrying equipments and crews.
  - I. Twenty four hours security in respect of all the above areas, personnel equipments, vehicles and all other property of ACC and Licensees in accordance with the Security Plan.
- 10.2 BCB will provide all assistance which it is reasonably able to give in connection with obtaining requisite customs clearances, imports and exports licenses, up linking licenses and all associated licenses, permissions, consent or authorities required in connection with the exercise of the Commercial Rights in relation to the Event.
- 10.3 BCB shall not permit entry to the Stadia to any Televises, Broadcaster, Internet Provider or Video Photographer not specifically accredited by ACC and/or its Telecasting/Broadcasting Licensees.

**11. Insurance and Indemnity Arrangements**

- 11.1 ACC shall as soon as reasonably practical, obtain appropriate insurance coverage against injury or loss to any persons attending the Stadia (including but not limited to members of the public, players, team officials and representatives of ACC) whether arising by accident or by any other cause or event usually covered by public liability insurance and loss of revenue from abandonment of matches;
- 11.2 BCB shall indemnify ACC (or either of them) and hold each of them harmless from all loss, damage, costs, charges, expenses, claims or liabilities that may arise in connection with BCB's hosting of the Event including but not limited to claims by third parties for loss, injury or damage and any claim arising as a result of obstruction of any advertising of the Licensees of ACC.

**12. General**

- 12.1 BCB agrees to comply with all reasonable directions of ACC notified to it in connection with the promotion, staging and organizing of the Event.
- 12.2 In the event of any breach of any terms or conditions of this Agreement or in the event of civil war, hostility, lack of security, civil disobediences, natural disaster or otherwise as may be duly notified, ACC shall have the full and unrestricted right without any liability to BCB as a result (but subject to giving appropriate notice and opportunity to BCB to remedy the situation where possible) to relocate the Event or any part thereof to any other place at any point in time and the decision of ACC in this regard shall be final and binding.

**13. Ownership, Use and Protection of Intellectual Property and Commercial Rights**

- 13.1 BCB hereby acknowledge that (as between the parties) ACC is the beneficial owner of all right, title and interest (including all intellectual property rights and goodwill) of the Event in totality;
- 13.2 BCB agrees to co-operate fully with ACC and to take such actions (including co-operating with the permitted Licensees) as are agreed in consultation with ACC to prevent, so far as possible, infringement of any Commercial Rights and all activities of "ambush marketing" or any attempt to ambush in relation to any of the same.
- 13.3 BCB hereby waives (and will procure that Stadium Authorities waive) in perpetuity and acknowledges the right of ACC and their appointees (as appropriate) in perpetuity to:
- A. All and any rights including but not limited to the copyright in any form of audio, visual, audio/visual or electronic coverage of any nature in respect of the Event;
  - B. Rights to incorporate any action, architectural feature, scene or material within the Stadia in any form of audio, visual, audio/visual or electronic coverage of or in connection with or arising out of Matches or otherwise in respect of the Event or as publicity therefore;
  - C. Rights to exploit without limitation any such coverage or part thereof with or without other material in any medium, whether now known or hereafter devised, without any restrictions and free of any interest of any person whatsoever; and
  - D. (To the extent not already mentioned above) the Commercial Rights.

**14. Termination**

- 14.1 Either party shall be entitled to terminate this Agreement prior to the expiry of the Term by written notice to the other in the event that the other is in material breach of any of its obligations under this Agreement and has not remedied the same (where capable of remedy) within 14 days of notice specifying such breach.
- 14.2 Either party shall be entitled to terminate this Agreement prior to the expiry of the Term written notice to the other if the other party goes into liquidation (except for the purpose of corporate amalgamation or reconstruction) or makes any arrangement or composition with its creditors or is unable to pay its debts or on the appointment of a provisional liquidator, a receiver or an administrative over any other party or any of its assets or undertakings.

**15. Effect of Expiry or Termination**

- 15.1 Upon expiry of the Term or any Termination of this Agreement by either party for any cause whatsoever, the obligations of each party to the other shall cease except;
- A. Insofar as the same may relate to any liability incurred prior to expiry or termination in accordance with the terms of this Agreement;

- B. Obligations contained with regard to Insurance and Indemnity, Intellectual Property and Confidentiality.

16. **Assignments**

Either party may assign the benefit of this Agreement subject to the prior written approval of the other (such approval not to be unreasonably withheld).

17. **Severability**

17.1 If any competent authority determines any part of this Agreement to be illegal or unenforceable, then

- A. The remaining part will remain enforceable so long as this Agreement does not fail of its essential purpose; and
- B. The parties must negotiate in good faith to replace the illegal or enforceable parts to maintain the purpose and effect of this Agreement so far as possible legally and enforceably.

18. **Entire Agreement**

This Agreement (including the schedules) together with the documents referred to herein constitutes the entire agreement between the parties concerning its subject matter and may only be amended in writing signed by the duly authorized representatives of both parties.

19. **Waiver**

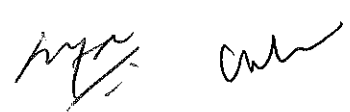
No waiver by either party hereto of any breach by another party of any of the terms of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the Agreement.

20. **Notices**

Any notice to be served under this Agreement shall be in writing and served upon the recipient at its address set out herein (or such other address as may be notified for this purpose) either by hand, by first class airmail, by telex or facsimile and shall be deemed served seven days after seven days after posting if sent by airmail, on delivery if delivered by hand, on receipt of correct answer back if sent by telex and on confirmation of transmission if sent by facsimile.

21. **No Partnership Agency or Joint Venture**

Nothing in this Agreement shall constitute or be construed as constituting a partnership or joint venture or agency between the parties or shall authorize one party to enter into contractual relationships or incur obligations on behalf of the other. Neither party shall make any representations contrary to the provisions of this clause or permit any third party to make such representations.

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22. **Further Assistance**

At any time after the date hereof each of the party shall, at the request and cost of the other party, execute or procure the execution of such documents and do or procure the doing of such acts and things as the party so requiring may reasonably require for the purpose of giving to the party so requiring the full benefit of all the provisions of the Event.

23. **Confidentiality**

The parties acknowledge that the terms of this Agreement be retained confidential and hereby undertake to each other to maintain such confidentiality save only to the extent that such terms are disclosed by Agreement between the parties from time to time or are required to be disclosed by laws or otherwise to comply with any binding order or other requirement of any court regulatory or other authorities body; failure by a party to maintain such confidentiality shall constitute a material breach of its obligations hereunder which shall render this Agreement liable to termination.

24. **Disputes**

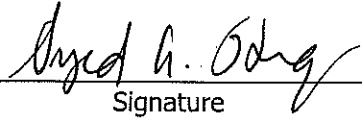
- 24.1 All disputes relating to on-field cricket matters shall be dealt with by the appointed Referee for the Match in question, in accordance with the ICC Code (Including the guidelines on the principles of natural justice).
- 24.2 Save as above, any disputes arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be settled forthwith by mutual understanding and negotiation between the parties, considering the stature of the game of cricket, provided however that, if any dispute cannot be resolved amicably within 15 days, such dispute shall, at the request of either party in writing, be referred to and finally resolved by arbitration under the Rules of the Arbitration for Sport in Malaysia ("the Court") which Rules are deemed to be incorporated by reference into this Clause.
25. The governing law of this Agreement shall be the Laws of the Contract under the English Law.
26. Unless the parties agree to a Sole Arbitrator, the tribunal shall consist of three Arbitrators; two of them shall be nominated by the respective parties.
27. The place of arbitration shall be Malaysia.
28. The language of the arbitration shall be English.



IN WITNESS WHEREOF the parties hereto have executed their respective signatures in token of acceptance of the terms of the day, month and year first above written.

Signed by: **Mr. Syed Ashrafur Huq**

For and behalf of: ASIAN CRICKET COUNCIL

  
Signature

Signed by: **Mr. Manzur Ahmed**

For and behalf of: Bangladesh Cricket Board

  
Signature



### Asia Cup 2012 Match Schedule

Match No	Date	Day	Match
1	12th March 2012	Monday	Bangladesh v Pakistan
2	13th March 2012	Tuesday	India v Sri Lanka
	14th March 2012	Wednesday	<i>Reserve Day / Rest Day</i>
3	15th March 2012	Thursday	Pakistan v Sri Lanka
4	16th March 2012	Friday	India v Bangladesh
	17th March 2012	Saturday	<i>Reserve Day / Rest Day</i>
5	18th March 2012	Sunday	India v Pakistan
	19th March 2012	Monday	<i>Reserve Day / Rest Day</i>
6	20th March 2012	Tuesday	Sri Lanka v Bangladesh
	21st March 2012	Wednesday	<i>Reserve Day / Rest Day</i>
7	22nd March 2012	Thursday	Final
	23 <sup>rd</sup> March 2012	Friday	<i>Reserve Day</i>

*Handwritten signature*

*Handwritten signature*