

SPORTS AUTHORITY OF INDIA
(Khelo India Division)

Jawaharlal Nehru Stadium,
New Delhi

No. 5/I/SAI/KI/ASC/DPAC/2018

Dated : 26.12.2018

**Subject : Minutes of the 3rd Meeting of Departmental Project Approval
Committee**

Enclosed herewith please find herewith a copy of the Minutes arising out of the 3rd meeting of Departmental Project Approval Committee (DPAC) held on 19.12.2018 at Shastri Bhawan, New Delhi under the Chairmanship of Secretary (Sports).



(Sandip Pradhan)
Dy Director General

To

All concerned

MINUTES OF THE
3rd MEETING OF
DEPARTMENT PROJECT APPROVAL COMMITTEE
(DPAC)

held on 19.12.18 at 3:30 PM
at Shashtri Bhawan

The 3rd meeting of Department Project Approval Committee was held on 19.12.2018 at 3.30 pm at Shastri Bhawan, New Delhi under the Chairmanship of Secretary (Sports). The list of officers who attended the Meeting is enclosed as **Annexure I.**

Agenda Item No. 1 :

Confirmation of the Minutes

The Minutes of the 2nd Departmental Project Approval Committee (DPAC) held on 29.11.2018 were confirmed.


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Agenda Item No. 2 :
Action Taken Report

The Action Taken Report of the 2nd DPAC was noted with special emphasis on the following :

Guest List


- It was mentioned by Secretary (Sports) that issuance of invitation to guests is a sensitive matter and should be handled with a lot of care, so as to ensure that nobody is left out. Therefore, a list may be prepared diligently, reflecting all dignitaries including Ministers, Member of Parliament from the State of Maharashtra, members of Parliamentary Standing/ Consultative Committee and other important guests as recommended by Hon'ble MoS (IC), MYAS.
- An E Invite may be prepared with Khelo India Logo on the top and Sports Authority of India written at the left hand corner, MYAS, Govt of India at the Centre and Govt of Maharashtra on the right hand side of the invite so that the invitee can block the date. The E Invite should be sent along with a covering letter and should be bilingual. This should be done in the next few days. A designated person's name and number / email ID be given as RSVP.
- The regular invitation cards should be of very good quality with proper demarcation of the VIP along with the car park and map for navigation. The content of the invitation card is to be got cleared from the Hon'ble MoS (IC), MYAS.
- Protocol desks/ officers to receive VVIP/VIP dignitaries must be established at Pune and Mumbai airport as also at railway stations.
- Invitation Cards to be sent to all dignitaries through SAI only.
- Joint Secretary (Development), MYAS may be associated with Protocol functional area

Risk Factors :

It was emphasized by the Chairman that risk factors must be assessed and requisite precautionary measures may be taken to deal with any exigency that may arise.

Hotels for parents :

The list of identified hotels along with tariff may be posted on Khelo India Website


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Agenda Item No. 3 :

Logos for Khelo India Youth Games, Maharashtra, 2019

The logos for Khelo India Youth Games Maharashtra, 2019 designed by Event Management Agency (EMA) for all branding, kitting, and other marketing purposes for the Games was seen by the DPAC members. The 'Federal Logo' was approved for use for all on-air marketing and kitting purposes



While logo options designed for Host State, the logos as under have been selected by the Host State of Maharashtra which will be used for all marketing activities including Host State / City activations.

ENGLISH

HINDI

MARATHI



Departmental Project Approval Committee approved the above-mentioned logos for their respective marketing and branding purposes for the Khelo India Youth Games Maharashtra, 2019.

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Agenda Item No. 4 :

Licensing of Mascots for Khelo India

It was informed that during the first edition of Khelo India School Games, two mascots, 'Jaya and Vijay' were conceptualized, designed, created, and copyrighted by M/s Tavrohi Animations Pvt. Ltd. for all marketing usage and branding purposes.

Pursuant to the decision taken by Hon'ble Minister of State (IC) Youth Affairs & Sports during the last review meeting, which was duly concurred by the Departmental Project Approval Committee during the 1st DPAC meeting dated 15.11.2018, SAI constituted a committee with members as under to negotiate the cost of transfer of all intellectual property rights arising out the two mascots:

- | | | |
|---|---|-------------|
| i) Sh. Sandip Pradhan, DDG (SAI) | : | Chairperson |
| ii) Sh. S. S. Chhabra, Secretary (SAI) | : | Member |
| iii) Sh. Anjan Kumar Mishra, Executive Director (F) | : | Member |
| iv) Ms. Radhica Sreeman, RD (Khelo India) | : | Member |

Accordingly, a meeting was held under the Chairmanship of DDG(SAI) to negotiate the rates and obtain the license of Khelo India mascots 'Jaya and Vijay' on 29.11.2018 in the Conference Hall, SAI Head Office. The representative of M/s Tavrohi Animations Pvt. Ltd., Col. Rohit Kataria, apprised the Committee that as the mascots have become extremely popular amongst the youth of the country and identify with the brand of 'Khelo India', they would grant perpetual license to SAI for these characters 'Jaya and Vijay' at a cost of INR 30 lakhs plus applicable taxes. It was mentioned that the license is limited to an extent that SAI shall not have any right except upon written permission and payment of applicable consideration to M/s Tavrohi Animations Pvt. Ltd to develop/ create same / similar/ identical/ modified characters or get the same developed or modified from the third party or cause any modifications to these characters. Furthermore, it was mentioned that if SAI, subsequently requires any production or creation of animated promotion films or animated sequences/ films or digital poses/ images or modifications to or involving the characters, then M/s Tavrohi Animation Pvt Ltd., shall have the first right to produce and create the same the such mutually agreed cost, terms and conditions. A detailed justification of the cost along with break-up was presented to the Committee as under:

S. No.	Subject	Cost per mascot	Total Cost for 2 mascots (INR)
1.	Conceptualization	Rs 1,00,000	Rs 2,00,000
2.	Concept Art	Rs 3,00,000	Rs 6,00,000
3.	Creation of high resolution 3D Models	Rs 5,00,000	Rs 10,00,000
4.	High resolution rendering	Rs 1,00,000	Rs 2,00,000
5.	License fee for usage	Rs 5,00,000	Rs 10,00,000
Total Cost (in INR plus applicable taxes)		Rs 15,00,000	Rs 30,00,000

The Committee, however, did not agree to the following:


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- i) Non-grant of right to SAI except upon written permission and payment of applicable consideration to M/s Tavrohi animations Pvt. Ltd. to develop/ create same / similar/ identical/ modified characters or get the same developed or modified from the third party or cause any modifications to these characters.
- ii) Giving the first right to M/s Tavrohi Animations Pvt. Ltd for any production or creation of animated promotion films or animated sequences/ films or digital poses/ images or modifications to or involving the characters.

After discussions at length and corresponding negotiations thereof, the Committee decided the following :

- i) SAI may pay an amount of INR 15 Lakhs (INR Fifteen Lakhs only) plus applicable taxes towards the licensing of mascots as also have all the rights related to the usage of the mascots.
- ii) SAI will have the right to develop/ create same / similar/ identical/ modified characters or get the same developed or modified from the third party or cause any modifications to these characters.
- iii) SAI will not give the first right to M/s Tavrohi Animations Pvt. Ltd. for any production or creation of animated promotion films or animated sequences/ films or digital poses/ images or modifications to or involving the characters.
- iv) M/s Tavrohi Animations Pvt. Ltd. will give a consent in writing on the terms agreed upon and shall hand over the requisite files (including soft copies) and documents to SAI, which will be checked by the technical committee constituted for the purpose. After the satisfactory report received from the said Committee, payment will be released.

Accordingly, an 'in-line' concurrence of the decisions of the Committee has been received from M/s Tavrohi Animations Pvt. Ltd. on 17th December 2018.

The DPAC mentioned that it may be ensured that a Technical Committee may be constituted to verify the transfer of intellectual property rights pertaining to the Mascots of Khelo India from M/s Tavrohi Animations Pvt Ltd to SAI, as per the recommendations of the negotiation committee. Further it was directed that proper legal compliance regarding transfer of mascots of Khelo India be insured.

In the light of the above, DPAC approved payment of an amount of Rs 15 lacs (Rs fifteen lacs) plus applicable taxes towards the licensing of Mascots along with all the rights related to the usage of the Mascots.


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Agenda Item No. 5 :

Request for proposal (RFP) for procurement of Insurance Coverage for the Khelo India Youth Games, Maharashtra, 2019

It was informed that pursuant to directions of DPAC in its meeting held on 29/11/2018, a draft RFP was prepared for Procurement of Insurance Coverage of Khelo India Youth Games, Maharashtra 2019. It is proposed that a Limited Short Term Tender for 7 days be floated, restricting the scope only to Public Sector Undertakings in the General Insurance Sector as it eliminates the need for conducting due diligence to establish credibility. Accordingly the following four Public Sector Undertakings operating in General Insurance Sector were contacted and a meeting was convened on 12.12.2018 with their representatives to finalise Scope of Work for the event.:

- a) National Insurance Company Limited (NICT)
- b) Oriental Insurance Company Limited (OICL)
- c) United India Insurance Company Limited (UIL)
- d) New India Assurance Company Limited (NIA)

Representatives of Oriental Insurance Company Limited and New India Assurance Company Limited came for the meeting. The major points that emerged out of the meeting are listed below:


(a) Three separate policies will have to be taken to cover all intended aspects of the event viz. (i) Group Medical Insurance Cover, (ii) Group Personal Accident Insurance & (iii) Comprehensive General Public Liability Insurance (to cover spectators and guests).

(b) With respect to the terms of Payment, there was an issue regarding the payment of advance premium. The Insurance Companies claim that 100% premium (fees) be paid in advance to avail Insurance as per the rules of IRDA and the Insurance Act, 1938 whereas as per GFR, 100% advance payment is not to be released except in a case where equivalent Bank Guarantee is furnished by the opposite party. The Insurance Companies gave their representation in writing that they are not authorized to furnish bank guarantees against payment of premium.

(c) The categories and the entitlements are reproduced below:

CATEGORIES TO BE COVERED UNDER GPA AND GMC POLICIES:

Serial No.	Category of Population	Indicative Population	Amount in INR (up-to)	
			Accident	Medical
1	Athletes	7352	3,00,000	3,00,000
2	Team officials	1800	3,00,000	3,00,000
3	Technical officials	1,000	3,00,000	3,00,000
4	Volunteers	1,000	3,00,000	3,00,000
5	Workforce	500	3,00,000	3,00,000


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COMPREHENSIVE GENERAL PUBLIC LIABILITY/THIRD PARTY COVERAGE

Serial No.	Category of Population	Indicative Population	Amount in INR (up-to)
			Subject to a maximum limit of INR 5.00 crores during the policy period and INR 2.50 crores per event Accident
1	Spectator (on any given day)	8,000 – 10,000	1,00,000
2	VIPs and Dignitaries	250	3,00,000

The representatives of the PSUs were also requested to give an estimated “premium” of the services to be provided. The reply of the same is received from OICL based on which, the estimated cost of the tentative Scope of Work as discussed in the meeting comes out to as follows:

- | | | |
|---|---|------------------------|
| (a) Group Personal Accident Insurance (GPA) | : | 16,95,000/- plus GST |
| (b) Group Medical Insurance Cover (GMC) | : | 1,23,00,000/- plus GST |
| (c) Comprehensive General Liability | : | 2,50,000/- plus GST |

TOTAL : 1,42,45,000/- plus GST

The matter was deliberated upon and it was felt that the group medical insurance cover may be excluded from the RFP and also the RFP may be got legally and financially vetted.

DPAC approved floating of short term RFP for 07 days amongst Public Sector Undertakings in the General Insurance sector.

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Agenda Item No. 6 :

Novation of License Agreement with M/s Star India Pvt Ltd.

It was informed that the Departmental Project Approval Committee (DPAC) in its 1st meeting held on 15th November, 2018 stated that as OC-KISG is in the process of being wound up and SAI is the successor organization, therefore OC-KISG would have to be replaced by SAI in the entire License Agreement and as there is no material change in the scope of work of the broadcaster thus DPAC concurred to the following amendments:

- a. OC-KISG to be read as "Sports Authority of India" and "Khelo India School Games" to be read as "Khelo India Youth Games"
- b. Change of designated account for the deposit of Media Rights Fee to be remitted by M/s Star India Pvt. Ltd. from "Khelo India School Games" to "Khelo India" account being maintained by Sports Authority of India.

As per the directions of DPAC, the above-mentioned changes were communicated to M/s Star India Pvt. Ltd. vide Letter dated 26.11.2018 for their written consent. (Copy placed at **Annexure III**) In the meantime, the Media Rights Fee was deposited by M/s Star India Pvt. Ltd. in the account of Khelo India.

M/s Star India Pvt. Ltd. concurred to the above- mentioned changes vide Letter dated 04.12.2018. However, M/s Star India Pvt. Ltd. requested for the transfer of rights and obligations under the License Agreement from OC-KISG to SAI by way of a Novation and Amendment Agreement to give effect to the proposed amendments. (

For such purposes, a Novation and Amendment Agreement was drafted by M/s Star India Pvt. Ltd., capturing the revised understanding agreed between the parties, which has been sent for Finance and Legal vetting. The salient features of the Novation Agreement are as follows:

1. The novation and amendment agreement ("Novation Agreement") will be entered on a later date of December, 2018 ("Execution Date"). However, it shall be effective as of 15th November, 2018 ("Novation Effective Date") when DPAC gave its concurrence for the amendments;
2. In consideration of the covenants on the part of SAI in the Novation Agreement and subject to the terms and conditions set out herein, with effect from the Novation Effective Date, SAI shall become a party to the License Agreement such that SAI shall be deemed to replace OC-KISG as a party to the License Agreement on and from the Novation Effective Date and discharge all rights and obligations of OC-KISG;
3. Therefore, all references to OC-KISG in the Agreement shall be deemed to be references to SAI on and from the Novation Effective Date, except as otherwise specified in this Novation Agreement;
4. All payments of Media Rights Fee made by the Licensee on or after the Novation Effective Date but before the Execution Date shall be deemed to be payments made to SAI;



5. The Parties, with effect from the Novation Effective Date, "Designated Account" of the License Agreement shall stand replaced in its entirety with the account of Khelo India being maintained by SAI;
6. Replacing OC-KISG to SAI and Khelo India School Games to Khelo India Youth Games;
7. The term "KISG Mark" in the License Agreement is replaced by "Khelo India Mark";
8. The term "KISG Website" in the License Agreement shall stand replaced by "Khelo India Website.
9. Any claims, differences and/or disputes arising out of or in connection with the discharge of rights and obligations by OC-KISG and Licensee prior to the Novation Effective Date shall be settled solely between SAI and Licensee.

It was further informed that the novation agreement has been legally and financially vetted.

The DPAC approved novation of License Agreement with M/s Star India Pvt Ltd with no material change in the roles, responsibilities and obligations of each party.


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Agenda Item No. 7 :

Expression of Interest (EOI) for Host States of Khelo India Youth Games

For the second edition of Khelo India Youth Games, 3 (three) states, namely, Maharashtra, Jharkhand and Assam had expressed their willingness to host the second edition of the Khelo India Youth Games. Maharashtra emerged out to be the successful bidder for hosting the Khelo India Youth Games 2019. On the similar lines, it is proposed that States/UTs may be invited to bid for hosting Khelo India Youth Games to be held in 2020 and 2021.

The roles and responsibilities of the Host State will be as under:

- a) Upgradation of infrastructure of international standards in all identified disciplines.
- b) Sports equipment of international standards to conduct the Games.
- c) Arrangement of logistics, hospitality (accommodation, food, local transportation) for all players, coaches, support staff, technical officials, SAI officials, dignitaries from various states, IOA/NSF/SGFI/AIU representatives.
- d) Management team to manage the above logistics.
- e) The State will be a partner and be entitled for 25% of branding opportunities.
- f) Volunteers and their logistic management.
- g) Arrangement of spectators.
- h) Security arrangement.
- i) Printing of tickets and collaterals.
- j) All permission and clearances with regard to the conduct of the Games.

After deliberation, it was decided that letters detailing the magnitude of the game along with the disciplines, be sent to various States inviting separate bids for 2020 and 2021 for hosting of KIYG. It may also be mentioned that States where adequate infrastructure is available and require additional infrastructure to be created, the gaps could be filled by MYAS by way of releasing grant.

DPAC approved proposal for inviting bids from States separately for the year 2020 and 2021 for hosting KIYG.



Agenda Item No.8 :

TVC for Khelo India Youth Games, Maharashtra, 2019

The TVC for Khelo India Youth Games Maharashtra, 2019 was produced and subsequently launched by M/s Star India Pvt. Ltd. on 09th December 2018 in the presence of Hon'ble MoS (IC) Youth Affairs & Sports and other esteemed dignitaries. Further, as per the marketing plan proposed by M/s Star India Pvt. Ltd., the TVC is being used for on-air promotions on Star Networks from 14th December 2018, and subsequently, it is proposed to be used for OSNW (Outside Star Network channels), radio, and digital networks.

DPAC approved the TVC for Khelo India Youth Games and Maharashtra, 2019


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Supplementary Agenda:

Estimate and requirement of NADA for Dope Control Programme Khelo India Youth Games Maharashtra, 2019

The officers from NADA visited Balewadi Pune to access the requirement for the Dope Control Programme for KITYG Maharashtra, 2019 and in this context, the office of Khelo India Youth Games Maharashtra 2019 is in receipt of the estimate and requirement for Dope Control Programme, KIYG 2019 from NADA.

The total cost estimated by the NADA for Dope Control Programme is Rs 91,07,500/- (Ninty one lacs and seven thousand five hundred only).

DPAC authorized DG, NADA to incur an expenditure up to Rs 50 lacs for the Dope Control Programme for KIYG, Maharashtra, 2019 and any further increase in the expenditure may be borne by NADA itself.

Additional point of discussion

- During the 1st editon of KISG, OC KISG was constituted by MYAS and as such was the entity of MYAS for conduct of Khelo India School Games. Pursuance to the notification issued, now the income generated through Star will be the property of SAI.



(Sandip Pradhan)
Dy Director General

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Annexure I.

List of officers who attended the meeting :

1. Shri Rahul Bhatnagar, Secretary (Sports), MYAS
2. Ms Neelam Kapur, DG, SAI
3. Ms Kiran Soni Gupta, AS & FA, MYAS
4. Shri Sandip Pradhan, DDG, SAI
5. Ms Radhica Sreeman, RD, SAI
6. Shri Dayanand, Dy Secretary