Memorandum of Understanding

This Memorandum of Understanding (the **"MOU"**) is entered into 15th June 2022, by and between Cesim India, with an address of 88, Borewell Road, Dodsworth Layout, Whitefield, Bengaluru, Karnataka, 560066 and K.R. Mangalam University, with an address of Sohna Road, Sohna Haryana 122103, India also individually referred to as "**Party**", and collectively "the **Parties.**"

WHEREAS, the Parties desire to enter into an agreement to working together in connection with the purpose which is described in the memorandum; and WHEREAS, the Parties desire to memorialize certain terms and conditions of their anticipated endeavour; NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Objective.** The purpose for this MOU is to express the willingness of both parties to engage in an arrangement described as follow :
   - 1.1. Cesim India agrees to provide the licenses of its product named Global Challenge: Strategy Business Simulation to K.R. Mangalam University, for a specific educational use of teaching the business concepts to the enrolled students/ participants within the Institute via simulation inside territory of India.
   - 1.2. As a preliminary activity, Cesim India will issue the number of licenses as per requirement of K.R. Mangalam University, train the faculties nominated by the institute for effective use of the product, provide the technical support, teaching material and support including Cesim eLearning courses based on the simulation
   - 1.3. **K.R. Mangalam University** agrees to use the licenses for specific product for the educational purpose within the Institute premises. They agree to coordinate with Cesim India in all activities conducted to train the faculties to make program success.

   This MOU should not establish or create any type of formal agreement or obligation. Instead, it is an agreement between the Parties to work together in such a manner to encourage an atmosphere of collaboration and alliance in the support of an effective and efficient partnership to establish and maintain objectives and commitments with regards to all matters related to use of Global Challenge: Strategy Business Simulation.

2. **General Terms of MOU.** The Parties agrees as follows:
   - 2.1. The Parties shall work together in a cooperative and coordinated effort so as to bring about the achievement and fulfillment of the objective of the MOU.

2.2. The **Statement of work (Appendix A)** details the main aspects of the deliverable including the commercial and commercial inclusions

2.3. **Duration of MOU**: This MOU shall be operational upon signing and will have an initial duration of 3 year. All activities conducted before this date within the vision of the arrangement will be deemed to fall under this MOU.

2.4. **Coordination**: In order to carry out and fulfill the aims of this agreement, each party will appoint an appropriate person(s) to represent its organization and to coordinate the implementation of activities

2.5. **Termination of MOU**: The arrangement covered by this MOU shall terminate upon completion of the agreed upon period. The agreement may also be terminated with a written one month notice from either side. In the event of non-compliance or breach by one of the parties of the obligations binding upon it, the other party may terminate the agreement with immediate effect.

2.6. **Extension of Agreement:** The MOU may be extended provided the parties agree upon, and can provide the necessary resources.

2.7. **Communications:** All notice, demands and other communication under this agreement in connection herewith shall be written in English language and shall be sent to the last known address, email, or fax of the concerned party. Any notice shall be effective from the date on which it reaches the other party.

2.8. **Assignability :** Cesim India may assign this 'Statement of Work' and Agreement, and its rights and obligations mentioned hereunder in whole, but not in part, to any Cesim Oy subsidiary. The intellectual property for the simulations is owned by Cesim Oy, Helsinki, Finland.

2.9. **Addendum**: Any Addendum to this MOU shall be in writing and signed by both parties

3. **Confidentiality.**

3.1. The parties each hereby acknowledge and agree that in connection with this Memorandum, they may have access to information that is confidential and/or commercially valuable to one or more of the other parties. ("**Confidential Information**")

3.2. The parties each hereby acknowledge or agrees that they may be both the receiving party in relation to some Confidential Information ("Receiving Party"), and disclosing party in relation to some other Confidential Information ("Disclosing Party") and that the terms of this Memorandum may apply to a party as both Receiving Party and as a Disclosing Party, as the context so provides.

3.3. For the purpose of this Memorandum, Confidential Information may include but is not limited to:

3.3.1. Information of whatever nature relating to Global Challenge: Strategy Business Simulation

3.3.2. Any information derived from any other information which falls within the definition of Confidential Information; and

3.3.3. Any copy of the Confidential Information but does not include the information which was known or in possession of the Receiving Party before it was provided to the Receiving Party by the Disclosing Party, provided that it was known or in the possession of the Receiving Party through legal means, and not as a result of any breach of this Memorandum or any other agreement or obligation relation to confidentiality.

3.4. is, or becomes, publicly available, through no fault of Receiving Party

3.5. is required by the law or regulation to be disclosed, but in the event that this exception applies, it applies only to absolute minimum necessary and provided that the Disclosing Party is first consulted to establish whether and if so how far it is to prevent or restrict such enforced disclosure

In relation to any confidential information

3.6. the Receiving Party shall keep Confidential Information confidential and secret

3.7. the Receiving Party shall only use the Confidential Information for the purpose of working in good faith

3.8. The Receiving Party shall not release the Confidential Information to any other party unless that other party is an advisor who is under duty of confidentiality

3.9. If there is any doubt as to whether any particular information constitutes Confidential Information, the Receiving Party should presume it is Confidential Information, until the Receiving Party obtains the explicit confirmation from the Disclosing Party that it is not Confidential Information

3.10. Each Party's respective obligation of confidentiality under this clause will survive the termination or expiration of this Memorandum and will continue after that party ceases to participate in the project.

4. **Other Provisions.**

4.1. Cesim India retains the right to withhold usage of Global Challenge: Strategy Business Simulation for failure to comply with terms and conditions stipulated in this Memorandum, subsequent Addendum and Statement of work (Appendix A).

4.2. Cesim Oy ("Parent Company") and Cesim India reserves the right to withhold any information relating to its Intellectual Property.

4.3. K.R Mangalam University shall immediately inform Cesim India of any event, which could have a negative influence on or endanger the successful accomplishment of the task described in this agreement.

4.4. K.R Mangalam University can use the name of Cesim India or its Parent Company in any promotional literature or information with prior approval of the content from Cesim India.

4.5. Besides the agreed upon training the faculties, technical and teaching material support to K.R Mangalam University, Cesim India has no other legal and financial obligation.

4.6. Both parties assume that this agreement does not go against the rules and regulation of Government of India.

5. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.

6. **Indemnity.** The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.

7. **Limitation of Liability.** Under no circumstances shall either party be liable to the other party or any third party for any damages resulting from any part of this agreement such as, but not limited to, loss of revenue or anticipated profit or lost business, costs of delay or failure of delivery, which are not related to or the direct result of a party's negligence or breach.

8. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.

9. **Waiver.** The failure by either Party to exercise any right, power, or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or future exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.

10. **Legal Fees.** In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.

11. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in the India and throughout Europe. The Parties each represent that they have the authority to enter into this Agreement.

12. **Governing Law and Jurisdiction.** The Parties agree that this Agreement shall be governed by the Country in which both Parties do business **(India)**. In the event that the Parties do business in different Countries, this Agreement shall be governed by the law of Finland.

13. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

This Co-operation Agreement has been prepared in English. One (1) identical copy has been prepared for and signed by each Party.

Varun Patil
Country Director
Cesim India

Gp Capt. Praveen Mahajan
Registrar
K R Mangalam University
Sohna Road, Gurugram-122103

Witness:

1. LAVESH MISHRA
Asst. Prof
(Signature, Name, Designation)

1. _____
(Signature, Name, Designation)

2. Mehak
(Signature, Name, Designation)

2. _____
(Signature, Name, Designation)

Appendix A – Statement of Work

Introduction

LEARNING BY DOING IS THE BEST WAY TO PRACTICE BUSINESS SKILLS.

Our business management simulations help Institutes improve the decision-making skills, business competence and overall employability of students/ participants by engaging them in an interactive and fun online learning environment.

Our business simulations empower participants to run their own virtual businesses. Just like in real life, the teams compete against each other in order to gain market share. The right decisions lead to success while the wrong ones to invaluable problem solving experiences. The learning process of the course or training is guaranteed to be efficient and fun. Participants are provided with a decision making tool that helps them to try and practice with different scenarios as well as analyse the outcomes of their decisions and projections. In addition, the simulation generates a range of reports that help the teams to analyse and benchmark their own performance against their competitors. The participants analyses is supplemented by an expert facilitators feedback and case studies to reinforce the learning.

The training process is effective and robust. There is no need for any software installations, and the use of our simulations does not introduce any additional vulnerability to the client's IT infrastructure. Participants and instructors need only an internet connection and a browser.

Objectives of the Simulation Programs

Our business simulations programs are modular and are adapted/aligned to meet the learning objectives of the course. The facilitation and feedback sessions are designed keeping in mind the learning objectives of the course. The common theme followed across all business simulation programs is to :

- To increase the participants awareness of the complexity of operating a company from a strategic and general management perspective.
- To develop capabilities in identifying & analysing key environmental and organizational variables that may influence an organization's performance and how these variables may influence the organization.
- To enhance fact based analytical decision making and crystallize the financial implications of business decisions by linking the decisions to cash flows and bottom line performance.
- To give participants practical experiences in teamwork and problem solving and excite competitive spirits in a dynamically evolving marketplace.

CESIM Structure & Suggested Solutions

Simulation Structure

Each simulation market consists of 2-12 teams, with 1-5 members in each. The number of parallel simulation markets is not limited, making it possible to utilize the simulation for any number of participants.

All teams start from the same position, with similar market shares and profits. Equally, teams will face the same market conditions during the simulation. Note that the teams compete against other teams in their own market, not against a computer. The decisions of each team influence the other teams' results and the market development overall. The following representation highlights the flow of a typical simulation course. The simulation can have a maximum of 3 practice rounds and 12 actual rounds.



Suggested Simulations

Cesim Strategy (Service)

Cesim Connect is a telecom simulation game where teams manage mobile, broadband and entertainment services for residential customers and communications and IT services for corporate customers. It also includes decisions regarding network infrastructure development and finance.

Teams manage a telecom operator that provides telecom and entertainment services for residential customers and telecom and IT services for corporate customers. The telecom company is currently placed in a situation where the expansion of the 5G network is a key decision. In addition, teams need to carry forward the company's recent entry to the entertainment services.

Pricing, promotion, channel management, entertainment service strategy, human resources, network infrastructure development, and finance are among the decision areas that participants must consider. In addition, teams will make decisions about various different events that influence the success of their companies for the whole duration of the telecom simulation.

CESIM Strategy (Manufacturing)

Participants manage a global technology company through technological and market evolution. They operate in three global regions with different customer preferences, growth rates, currencies, taxes, and tariffs. Four different technology generations evolve during the simulation rounds. Learners plan and implement global demand-supply strategy for three markets and two production areas, including in-house and contract manufacturing network. Research and development for new technologies and product features forms the backbone for their long-term strategy and product life-cycle management. Optionally, they can also manage corporate social responsibility and human resources for research and development. Better understanding of

the complexity of global business operations in a dynamic competitive environment. Comprehension of each of the management-related disciplines and the financial implications of the strategic and operational decisions. Invaluable experiences in teamwork and problem solving.

Website link : https://www.cesim.com/simulations/cesim-global-challenge-international-business-strategy-simulation-game

Simulation Adaptability: Customization Options

CESIM offers powerful user-level customizability and modularity options that allow it to be adjusted for different target groups and experience levels. In addition, the system permits the instructors to create and modify their own cases with personalized market outlooks and storyline.

Commercial Inclusions

- Simulation Licenses for Cesim Strategy Simulation
- Free access to beta version of shorter games to reinforce concepts as and when released (eg. Financial statement analysis, pricing, capital budgeting etc)
- Online Train the Trainer program for Internal Faculty members. No limit on no. of participants in the TTT program
- Self-paced e-learning module for students with student tracking and grading
- Online Facilitation Support for 8 hours for a section
- White-labeled solution : Institute Logo on the Simulation
- Teaching notes
- Dedicated support and point of contact for Instructor during the course
- E-mail support for participants during the course (24 hour turnaround time)
- Cesim e-certification for students
- Cesim Certified Instructor e-certificates for Instructor
- 50 Licenses for FDP programs and support as per mutual discussion on a case by case basis. Additional licenses for FDP at Rs. 2,500 + taxes
- Introduction of Simulation package and its advantages to designated personnel of the University (marketing team etc)

Note :

1. License Terms
    a. 1 student = 1 license
    b. Validity : The license is allows the participant to play the simulation once i.e. maximum of 3 practice rounds and maximum of 12 actual rounds. The rounds can be reset by the Instructor for students to practice more.
    c. The unused Simulation Licenses for Strategy Simulation can be carried forward to the next academic year succeeding the current academic year

Commercials

The simulation will be conducted across the semester by the Internal Faculty. The internal faculty member(s) will undergo a robust Cesim Train the Trainer program.

Total no. of Students : ~50

Normal License Fee per simulation per student for PGP programs : Rs. 2,400 + 18% IGST

Pilot Discount : 50%

Discounted License Fee per simulation per student : Rs. 1,200 + 18% IGST

Payment Terms

60% in Advance and 40 % after 3 months of 1st payment

Discount applicability

- Introductory Pilot discount exclusive for the first 3 years of association

The above mentioned detail is a special offer extended to KR Mangalam University and should not be disclosed to any 3rd party without the written consent of Cesim.

Cesim India may assign this 'Statement of Work' and Agreement, and its rights and obligations mentioned hereunder in whole, but not in part, to any Cesim Oy subsidiary. The intellectual property for the simulations is owned by Cesim Oy, Helsinki, Finland.

Assessment

Cesim keeps a track of all team performances to determine special intervention for specific teams. The assessment can be a combination of simulation performance (team assessment), in-simulation quizzes (individual assessment) and activities (team assessment). The college can introduce assessment parameters based on their internal policies.