

MEMORANDUM OF UNDERSTANDING
Between
GLA University, Mathura
&
Ingenuity Gaming Pvt. Ltd., Noida

This Memorandum of Understanding (MoU) is being signed on the 10th day of October, 2022 between GLA University, Mathura (hereinafter called GLAU) established under U.P. State Legislative Act of 2009 (UP Act 21 of 2010) and ranked among the top Universities of Uttar Pradesh and India and has been accredited by the National Assessment and Accreditation Council (NAAC) with 'A' Grade and getting 12B status from UGC having its registered office at Plot No. 2, Sector 17-A, Yamuna Expressway, Gautam Buddha Nagar, Uttar Pradesh, India.

and

The Ingenuity Gaming Pvt. Ltd. (hereinafter called Ingenuity Gaming) with its registered address at 14, Shaheed Captain Sameer Bhan Marg, F Block, Sector-8, Noida, Uttar Pradesh, India.

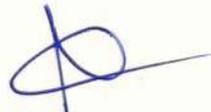
1. OBJECTIVES OF THE MOU

The objectives of this MoU are:

- a) To promote interaction between Ingenuity Gaming and GLAU in mutually beneficial areas of upcoming technologies identified and consented by both parties.
- b) To provide a formal basis for joint collaborative work environment between Ingenuity Gaming and GLAU.
- c) To become most preferred and trusted partner in the area of knowledge enrichment for mutual benefit.
- d) To facilitate work from GLAU students/facilities and vice versa, on projects identified for collaborative business based on the terms and conditions as may be separately agreed upon for each of those identified projects.
- e) To conceptualize research projects to be executed in collaboration on need basis.
- f) To collaborate, share information and technology to develop the required skills and to this intent, parties intend to create a center of excellence to support this collaborative effort.

2. AREAS OF COLLABORATION

The principal technical and research areas of collaboration between Ingenuity Gaming and GLAU are around contemporary technology areas.


Ashok Kumar Singh
Registrar
GLA University

17 Km. Stone, NH-2, Mathura-Delhi Road
Chaumuhan, Mathura (U.P.) INDIA



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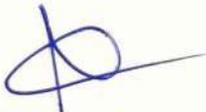
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3. PROPOSED MODES OF COLLABORATIONS

Governance and Program Management committees shall monitor, approve and appoint the owners for each of the activities from either side for execution and monitoring.

Ingenuity Gaming and GLAU propose the following primary activities to collaborate,

i. Capability Development

Cross skilling and up skilling graduate, post graduate and PhD. Students/associates and faculty members/SME's at both Ingenuity Gaming and GLAU. Ingenuity Gaming shall provide curriculum assistance for specialized courses.

ii. Win the game program

Ingenuity Gaming shall focus on WIN THE GAME PROGRAM with GLAU.

To start with, all Ingenuity Gaming offered candidates will be put through this training at GLAU Campus at the cost of GLAU, Infrastructure, Hardware, Software, Connectivity as required will be provided by GLAU.

The course material will be shared by Ingenuity Gaming with GLAU. Ingenuity Gaming will assist the faculties through Train. The Trainer plan so that they learn the Ingenuity Gaming way of imparting training and get conversant with course material. Faculties will be connected to the SME's for any doubt clearing.

Ongoing and final assessment of WIN THE GAME PROGRAM candidates will be done by the Ingenuity Gaming and on successful completion of WIN THE GAME PROGRAM training at Campus and completion of engineering, candidates will be eligible to join Projects directly without undergoing initial learning program at Ingenuity Gaming excluding some company specific induction.

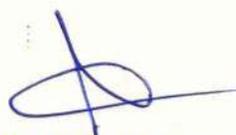
Ingenuity Gaming SME's will contribute both directly and indirectly for the success of this program. For assessment WIN THE GAME rules (*As specified by Ingenuity Gaming*) will be strictly followed. All candidates who fail the final WIN THE GAME PROGRAM assessment will further undergo Initial Learning Program at Ingenuity Gaming after joining. It is agreed by Ingenuity Gaming to provide training to Two Faculties (for each subject) of GLAU in their regular WIN THE GAME training program, which will assist the faculties to conduct campus WIN THE PROGRAM training the Ingenuity Gaming way.

iii. Sponsored Projects

Identify and execute the time-bound and tangible projects at either of the organizations especially by involving graduate/postgraduate/PhD students from GLAU.

iv. Recruitment

GLAU shall provide preferred option to Ingenuity Gaming to select students who have undergone WIN THE GAME PROGRAM and ensure that 85% of those selected candidates will join Ingenuity Gaming.


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Active graduate and Post-graduate level students from selective branches of GLAU would be enabled to come onboard subject to clearing through the natural quality gates of the Ingenuity Gaming recruitment process.

Ingenuity Gaming will explore a direct welcome of selected candidates by a Senior Ingenuity Gaming executive through video conference or in person for which GLAU will provide necessary infrastructure.

v. Publication, Product and Patent

- ✚ White Papers
- ✚ Participation in national/International conferences/journals
- ✚ Patent Development
- ✚ Practice, Framework or Product Development

vi. Workshops, Conclave, Seminars and Events

Ingenuity Gaming and GLAU associates will jointly arrange or participate in Workshops, Conclaves, Seminars, Competitions and other events at state, national and international level around the area of collaboration.

Ingenuity Gaming will facilitate industry visits of upto 50 students every term to their campus in Noida.

vii. Curriculum Design

Ingenuity Gaming nominated Executives may be included on both Academic Council and Board of Studies to contribute in Industry centric course subjects to be incorporated in the curriculum. They will be invited to attend Academic Council and Board of studies whenever they are convened.

viii. Research work leading to M. Tech / Ph. D degree

Identifying finer area of pursuit and identify the owner from each side with participants drawn from working professionals from Ingenuity Gaming and Faculty/Graduate/Postgraduate/Ph. D students from GLAU.

Identified Ingenuity Gaming resources could be given preference in M. Tech and Ph. D programs of GLAU at subsidized rates.

ix. Laboratory Development

Creative developing the necessary laboratories and other infrastructure at both Ingenuity Gaming and GLAU.

x. Ingenuity Gaming specific programs

GLAU and Ingenuity Gaming will explore offering Ingenuity Gaming specific program in future.

4. PROPOSED TIMEFRAME

While both Ingenuity Gaming and GLAU look forward for a long term relationship turning into win-win approach for both parties, we enter into this MoU for an initial term of One (1) year and thereafter


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review and renew the MoU every year on mutually agreed terms. Strategic and Governance board shall identify the necessary terms of reference for such periodic review.

5. INTELLECTUAL PROPERTY RIGHTS (IPR)

Each party reserves and retains all right title and interest in and to its proprietary software, products and processes. The treatment of Intellectual property and data rights including patents, industrial design registration copyrights and all other proprietary information including innovations not patented, designs not registered etc., which result from the research collaboration is property of Ingenuity Gaming. Neither party shall take any action inconsistent with noir that might adversely affect other party's rights hereunder. Nothing contained in this MoU will be construed as granting or conferring any rights by license or otherwise express or implied or otherwise for any patents, copyrights, trademarks, know-how or other proprietary rights of either party acquired prior to or after the date of this MoU.

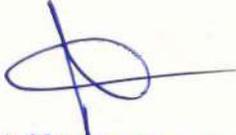
It is also mutually agreed between the parties that this MoU excludes development/creation or invention of IPR by students, faculty and employees of either party, who has received a grant from any university, government or any other funding organization. In other words, IPR's developed by virtue of joint work done by Ingenuity Gaming and GLAU stakeholders under this MoU will be Intellectual Property of Ingenuity Gaming only.

6. CONFIDENTIALITY

- a) During the period of this MoU and for a period of one years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- b) The obligation above shall not extend to any confidential information for which the receiving party can prove that this information
 - Is in public domain at the time of disclosure or comes within the public domain without the fault of the receiving party
 - Is already known or become known to receiving party
 - Is received from a third party having no obligation of confidentiality to the disclosing party
 - Is independently developed by the receiving party or
 - Is required to be disclosed by law or court order

Parties acknowledge that the confidential information is valuable and unique. In case of breach, the affected party shall be entitled to injunctive relief in addition to all other remedies available in law or equity including monetary damages.

In addition to above, the stakeholders involved during this program engagement should adhere to security policies including information security of both parties. Researchers and developers must comply with information security policies.



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7. NON-EXCLUSIVITY

The relationship of the parties under this MoU shall be non-exclusive and both parties including their affiliates, subsidiaries and divisions are free to pursue other MoUs or collaborations of any kind.

8. TERMS AND TERMINATION

This MoU may be amended or terminated earlier by mutual written MoU of the parties at any time. Either party shall have the right to unilaterally terminate this MoU upon 30 days prior written notice to the other party. However, no such early termination of this MoU whether mutual or unilateral shall affect the obligation of the participants under any Research MoU. Neither party is entitled to any compensation on the event of termination of this MoU.

9. GOVERNANCE AND PROGRAM MANAGING COMMITTEE (GPMC)–

Following organization structure is proposed for both parties.

Nature of Activity	Representatives from GLAU	Representatives from Ingenuity Gaming
Strategic and Governance Board	1. Prof. Ashish Sharma	1. Mr. Nitin Singla
	2. Prof. Dilip Kumar Sharma	2. Mr. Narendra Chandel
	3. Prof. Ashok Bhansali	
	4. Dr. Rohit Agrawal	
Program Management & Implementation	1. Mr. Jitesh Bhatia	1. Mr. Rahul Saini
	2. Mr. Piyush Vashistha	2. Mr. Abhishek Rathore
		3. Mr. Deepak Joshi
Role	Responsibilities	
Strategic Board	Define Overall strategy and roadmap	
	Make Strategic and tactical decisions and offer direction	
	Strategic decision for investment, patents/IPR etc.	
	Strategic decision for amendment of MoU if any	
	Escalation point for program level issues	
Program Manager	Implement strategy and governance board decisions	
	Operating program and reporting program performance and shortcoming	
	Create Quarter on Quarter dashboard on progress of individual project undertaken in the niche areas specified and agreed upon by both parties	
	Individual Level project life cycle management including resource and infrastructure planning	
	Create, Track, monitor and evaluate individual spawned projects under this MoU	
	Escalation point for individual projects	


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Based on research area of work, individual project teams will be formed with members from both parties.

10. ASSIGNMENT

It is understood by the Parties herein the MoU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this MoU or rights or obligations arising hereunder either wholly or in part to any third party.

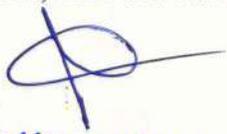
11. SINGLE POINT OF CONTACT (SPOC)

Each party shall designate a person or office to serve as liaison for implementing this MoU. The liaison/SPOC may change from time to time upon notice given to the other party in writing pursuant to this MoU. For the Ingenuity Gaming, Narendra Singh Chandel, Director Human Resources, nchandel@ingenuitygaming.com, Mobile No. +919999147555 and For GLA University, the initial liaison /Single Point of Contact(SPOC) will be Mr. Jitesh Bhatia, Assistant Professor, Department of CEA, jitesh.bhatia@gla.ac.in- Contact Number- (+ 919997754517).

12. COST OF THE MOU

Each Party shall bear the respective costs of carrying out the obligations under this MOU.

- i. Neither Party shall be liable for damages for any delay of failure to perform its obligations hereunder, if such delay or failure is due to reasons beyond the control of concerned party or without its fault or negligence, including without limitation, strikes, riots, wars, fires, epidemics, quarantine restrictions, unusually severe weather, earthquakes, explosions, acts of GOD or state or any public enemy or acts mandated by applicable laws, regulation or order, whether valid or invalid, of any governmental body.
- ii. During the term of this MoU and for a period of One (1) year immediately following the termination of this MoU, neither Ingenuity Gaming nor GLAU shall knowingly make an offer of employment to any officer, partner or employee of the other who is involved with the efforts under this MoU without prior written approval of the other party.
- iii. This MoU is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership or formal business organization of any kind and the rights and obligations of the parties shall be only those expressly set forth herein.
- iv. Nothing in this MoU shall be construed to grant either party right to make commitments of any kind for or on behalf of the other party without the other's prior written consent. At all times contemplated herein, Ingenuity Gaming and GLAU shall remain independent contractors, each responsible for its own employees. Each party assumes no responsibility to the other for costs, expenses, risks and liabilities arising from the efforts of the other.


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- v. Notwithstanding anything to the contrary in this MOU, any exhibit or attachment or any other document signed between the Parties regarding the subject matter of this MOU, either prior or subsequent to this MOU, in no event shall either Party be liable for any loss of profits or revenue, or loss or inaccuracy of data or for any direct, indirect, incidental, special or consequential damages incurred by the other Party.
- vi. Notwithstanding anything to the contrary in this MOU, any exhibit or attachment or any other document signed between the parties regarding the subject matter of this MOU prior to this MOU, in no event shall either party be liable to the other for the Non-fulfillment or non-performance by either party of its intentions laid down herein and neither party shall be liable to the other party for any loss of profits or revenue or inaccuracy of data or for any direct, indirect, incidental, special or consequential damages incurred by the other party as a result of such non-fulfillment or non-performance.
- vii. This MOU shall be construed in accordance with and governed by the laws of India and any disputes pertaining to this MOU shall be referred to the courts at Delhi, which shall have exclusive jurisdiction over any dispute.



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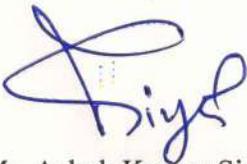
13. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the MOU and having equal legal validity.

BY SIGNING BELOW, the parties acting authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the and year first above written.

On behalf of GLA University

By



Mr. Ashok Kumar Singh
Registrar

Ashok Kumar Singh
Registrar

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On behalf of Ingenuity Gaming

By



Mr. Narendra Chandel
Director, Human Resources



In Witness Of:



Prof. Dilip Kumar Sharma
Dean International Relations
& Academic Collaborations

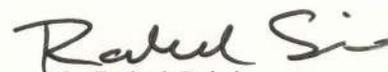
In Witness Of:



Mr. Nitin Singla
Director Technology



Prof. Ashok Bhansali
Dean, Department of CEA



Mr. Rahul Saini
Technical Lead