MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (**"Agreement"**) is made and executed on this 28th day of January, 2026 at Mathura, Uttar Pradesh.

BETWEEN

CESIM INDIA PRIVATE LIMITED, a company having its registered office at 302, Dunnock, Nyati Enclave, Near Corinthian Club, Pune 411060, Maharashtra (hereinafter referred to as **"CESIM"** or **"Service Provider"**);

AND

GLA UNIVERSITY MATHURA, an educational institution having its registered office at 17 Km Stone,NH-44, Mathura-Delhi Road, Mathura 281406, Uttar Pradesh (hereinafter referred to as the **"GLA UNIVERSITY"**).

CESIM and the Institution are hereinafter collectively referred to as the **"Parties"**.

PREAMBLE

WHEREAS CESIM provides business management simulation games designed to enhance decision-making skills, business competence, and employability of students through interactive online learning; and

WHEREAS the Institution desires to introduce CESIM's business simulation games to improve the managerial skills and competencies of its students;

NOW, THEREFORE, the Parties agree as follows:

1. DEFINITIONS

"License" means a single-user access right that permits **one (1) student** to access and use **two (2) Microsimulation module & one (1) Boardroom Simulation**. For clarity: 3 License = 1 Student = Access to 2 Microsimulation & 1 Boardroom Simulation.

"Microsimulation" means a focused, short-duration business simulation module from CESIM's portfolio.

"Boardroom Simulation" means a holistic, long-duration business simulation module from CESIM's portfolio.

"Academic Year" means each twelve (12) month period during the Term of this Agreement, commencing from the Effective Date.

2. SCOPE OF AGREEMENT

a) CESIM grants the Institution a non-exclusive, non-transferable license to use CESIM Microsimulation & Boardroom Simulation products for educational purposes within India.

Ashok Kumar Singh
Registrar
GLA University, Mathura

b) The Institution shall select **two (2) Microsimulation modules & one (1) Boardroom Simulation module** from CESIM's portfolio

c) Each student requires **three (3) Licenses** to access the selected **(2)** Microsimulations & **(1)** Boardroom Simulation

d) The Institution shall use the Licenses exclusively for educational purposes and shall not sub-license, transfer, or use them for commercial purposes.

3. ANNUAL LICENSE PROCUREMENT

e) This Agreement is valid for a period of **One (1) Academic Year**. The Institution shall procure Licenses on an **annual basis** for each Academic Year.

f) The Institution commits to enrolling **Five hundred fifty-eight (558) students in PG 2025-2027 & Ninety-Three (93) students in UG 2025-2028 Academic Year** in the programme.

g) The annual License requirement shall be:

Academic Year PG 2025-2027: 558 Students × 2 Microsimulations = **1,116 Licenses**

558 Students × 1 Boardroom Simulations = **558 Licenses**

Academic Year UG 2025-2028: 93 Students × 2 Microsimulations = **186 Licenses**

93 Students × 1 Boardroom Simulations = **93 Licenses**

h) CESIM shall raise an invoice at the commencement of each Academic Year, and the Institution shall procure the Licenses by making payment in accordance with Clause 5.

4. OBLIGATIONS OF CESIM

CESIM shall provide:

- Licenses for the selected Microsimulation & Boardroom Simulations modules each Academic Year
- Video tutorials and reading materials for students
- Teaching notes, instructor guides, and AI Assistant for faculty
- Train-the-Trainer programme for educators
- Certificates for participating students
- Dedicated support and point of contact during the course

5. OBLIGATIONS OF THE INSTITUTION

Ashok Kumar Singh
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GLA University, Mathura

The Institution shall use the Licenses for educational purposes within its premises, cooperate with CESIM in programme activities, and permit CESIM to conduct monitoring and evaluation activities.

6. COMMERCIAL TERMS

Annual Fee Structure:

No.	Course	Category	Students/Year	Per Student	Annual Total
1	PG	Microsimulation & Boardroom Simulation	558	1,050/-	5,85,900/-
1	UG	Microsimulation & Boardroom Simulation	93	1,050/-	97,650/-
				Annual Subtotal (excl. tax):	**6,83,550/-**
				GST @ 18%:	**1,23,039/-**
				ANNUAL TOTAL (incl. tax):	**8,06,589/-**

Payment Terms: Payment shall be made within thirty (30) days of invoice receipt at the commencement of each Academic Year by electronic bank transfer.

7. CONFIDENTIALITY

Both Parties agree to maintain the confidentiality of all non-public information exchanged and shall not disclose such information to any third party without the prior written consent of the other Party.

8. INTELLECTUAL PROPERTY

All intellectual property rights in the Simulation Software shall remain the exclusive property of CESIM. This Agreement does not transfer any ownership rights to the Institution.

9. DURATION

This Agreement shall be effective from the date of execution and shall remain in force for a period of **One (1) Academic Years (12 months)**, unless terminated earlier. The Institution shall procure Licenses annually as specified in Clause 3.

10. TERMINATION

a) Either Party may terminate this Agreement by providing **thirty (30) days'** prior written notice.

b) Either Party may terminate immediately upon material breach by the other Party that remains uncured for fifteen (15) days after written notice.

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GLA University, Mathura

c) Upon termination, all Licenses shall cease and the Institution shall discontinue use of the Simulation Software. Fees paid for the current Academic Year shall be non-refundable.

11. MUTUAL SUPPORT

Both Parties agree to act in good faith and shall not engage in any conduct that would harm the business interests or reputation of the other Party.

12. DISPUTE RESOLUTION

Any dispute arising out of this Agreement shall first be resolved through good faith negotiations. If unresolved within thirty (30) days, the dispute shall be referred to arbitration under the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be **Pune, Maharashtra**. The courts of Lucknow shall have exclusive jurisdiction.

13. GENERAL PROVISIONS

This Agreement constitutes the entire understanding between the Parties. No amendment shall be valid unless in writing and signed by both Parties. Neither Party may assign this Agreement without prior written consent.

IN WITNESS WHEREOF

The Parties have executed this Agreement as of the date first written above.

For CESIM INDIA PVT LTD

For Cesim India Private Limited

Director

Name: Varun Patil

Designation: Director

Seal:

Witness:

Name: Ambuj Singh

Signature: _____

For GLA UNIVERSITY, MATHURA

Name: Mr. Ashok Kumar Singh

Designation: Registrar, GLA University, Mathura

Seal:

Ashok Kumar Singh
Registrar
GLA University, Mathura

Witness:

Name: Anurag Singh

Signature: _____