

### MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("AGREEMENT") IS MADE AT KOLKATA ON THIS THE 23<sup>rd</sup> DAY OF MARCH OF THE YEAR 2023.

BETWEEN

**THE WB NATIONAL UNIVERSITY OF JURIDICAL SCIENCES**, a public funded university, located at 12, LB Block, Sector-III, Salt Lake, Kolkata – 700 106 represented by its Vice Chancellor, **Professor Dr. Nirmal Kanti Chakrabarti** (as **Head of the Institution**) hereinafter referred to as **WBNUJS** which expression shall always include its successors or assignees or any authorized organization claiming any rights through it:

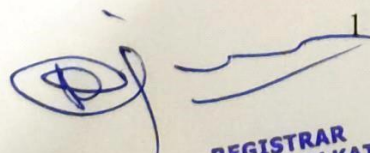
AND

**Gameskraft Technologies Private Limited**, located at 2nd Floor, B-Wing, Elnath Building, Exora Business Park, Prestige Tech Park, Kadubesanahalli, Bangalore, Karnataka – 560068, India; represented by Mr. Rishi Wadhera, authorized signatory for Corporate Social Responsibility (CSR) activities hereinafter referred to as **Gameskraft** which expression shall include its successors or assignees or any authorized organization claiming any rights through it:

**WHEREAS** **Gameskraft** is engaged in the business of operating skill-based online gaming platform(s) and pursuant to Section 135 of the Companies Act, 2013 ("**Companies Act**") read with the Companies (Corporate Social Responsibility Policy) Rules, 2014, as amended from time to time ("**CSR Rules**") each company which falls under any of the specified criteria as provided under the Act read with the CSR Rules is required to adopt a corporate social responsibility policy ("**CSR Policy**") and shall endeavour to spend a minimum of 2% (two percent) of its average net profits during 3 (three) immediately preceding financial years on activities as prescribed in Schedule VII to the Companies Act, as amended from time to time ("**CSR Activities**"). The Company qualifies the criteria as set out in the Companies Act read with CSR Rules and is required to comply with provisions related to corporate social responsibility as set out in the Companies Act read with the CSR Rules; and

**WHEREAS** the WBNUJS either on its own or through its various centers is engaged in offering various courses and undertaking, conduction or supporting research, development of reading materials and their publication, carrying out field studies, collecting data and compiling and preparing database for various sectors of governance, and to advise government or other agencies and / or to work as a think tank for the government or its agencies; and,

**WHEREAS** **Gameskraft** is desirous of enlarging its networking base as **part of its Corporate Social Responsibility** initiative and has agreed to provide or make available funds to WBNUJS for activities as set out in this Agreement; and

  
REGISTRAR  
WBNUJS, KOLKATA

**WHEREAS WBNUJS** is a well-known and premier Law University dedicated to advancement of legal learning and engaged in running BA / B. Sc LL.B (Hons), LL.M, M.Phil and Ph.D Programmes; and also in conducting researches in areas related to Law and Justice; and

**WHEREAS** the parties have discussed the matter and have decided to enter into an agreement by this Agreement to organize joint collaborative research, joint academic program, etc.

**NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -**

**1. Objectives**

To contribute knowledge, training and literature in emerging legal disciplines like Technology, Sports and Entertainment Law.

**2. Collaboration**

2.1 That the collaboration between the parties hereto may include the activities such as: -

- (a) Running a certificate course on Technology, Online Gaming, Sports, and Entertainment Law by WBNUJS with the assistance of a researcher nominated and selected by the Joint Committee (as defined below). Any such Certificate Course of more than 15 days duration shall be conducted upon prior approval of the Academic Council of the WBNUJS.
- (b) Organising training programmes, workshops and symposia that would involve students, academics, bodies dealing with Technology, Online Gaming, Sports and Entertainment regulations as well as representatives from the judiciary, police, prosecution and the bureaucracy. such training programmes/ workshops/ symposia shall also feature the resource persons identified specifically for that purpose by WBNUJS and Gameskraft. It is proposed that there will be 1 (one) Annual Lecture which will be delivered by a globally reputed domain expert mutually agreed upon by Gameskraft and WBNUJS.
- (c) Conducting research on these disciplines and bringing out policy/position papers, research monographs, journal articles etc. on a regular basis.
- (d) Conducting collaborative programmes with other organizations like the Central Forensic Science Laboratory on Sports Forensics etc.
- (e) Any other objective within the domain to be mutually agreed upon by Gameskraft and WBNUJS.

**3. Administration:**

- 3.1 As part of its statutory CSR obligations, Gameskraft proposes to enter into an academic collaboration with NUJS. Towards that end, Gameskraft proposes to set up a dedicated Centre at NUJS called "Centre for Technology, Sports and Entertainment Law" (hereinafter referred to as "**Centre**").

- 3.2 For the purposes of setting up the Centre, Gameskraft would make contribution(s) upto the limits mentioned in the below table for the financial years 2022-2023 to 2026-2027 ("**Funding**"). It is hereby agreed that interest accruing out of the Funding amount shall be utilized in running the activities of the Centre.

Financial Year	Amount of Contribution (in INR)
2022-23	1,07,80,000
2023-24	Nil
2024-25	7,80,000
2025-26	7,80,000
2026-27	7,80,000

- 3.3 Gameskraft and WBNUJS shall create a committee which shall have representatives from WBNUJS and Gameskraft ("**Joint Committee**"). The Joint Committee shall mutually agree and appoint 1 (one) researcher who shall be designated as a "Researcher on Technology, Sports and Entertainment Law" following UGC stipends. The researcher shall carry out research activities on behalf of the Centre. The salary of the researcher shall be paid out of the Funding amount as mentioned in Clause 3.2 above.
- 3.4 Gameskraft also commits towards sponsoring an annual convocation medal to a student excelling in associated disciplines. The selection of the student for the medal shall be undertaken by the Joint Committee.
- 3.5 The Joint Committee shall also finalize the academic curriculum for the course to be run by WBNUJS as set out in Clause 2.1 (a). Gameskraft shall have the right to provide inputs for the topics to be covered in the academic curriculum depending on the focus areas of the online gaming industry.
- 3.6 WBNUJS shall ensure that prior to the commencement of an academic year, it shall prepare a plan for the Centre which shall include without limitation focus areas of research, number, and topics for articles to be published in peer review journal. WBNUJS shall share the plan with Gameskraft for its inputs.
- 3.7 All financial arrangements to pursue any of the activities as mentioned in clauses 2.1 and 3 are to be borne out of the Funding and interest amount accruing out of the contribution specifically made for this purpose.

#### 4. **Infrastructural Support:**



4.1 That any of the parties after due consultation and without adversely affecting the working of the other party, may decide to organize or conduct a particular training program or short courses or a part thereof or a specific academic module or apart thereof or organize and conduct a seminar or a workshop in the campus of the other party and in case such programme or seminar or workshop is so held, the concerned party will render all possible its infrastructure facilities including Class-rooms, Lecture/ Seminar Halls, Hostels or Guest House accommodation, Mess facilities etc., as if, such programmes, workshop or seminar etc. were conducted by the party for its own participants or target groups.

## 5. Coordination

- 5.1 That in order to have a smooth functioning of operations it is agreed to by both the parties that the Heads of both the parties (Director or Vice Chancellor) nominate any senior functionary to act as Coordinator of the respective parties and shall oversee and supervise operation on their behalf as representative of the respective Heads.
- 5.2 The coordinators of both the parties will be ex-officio Members of all the Committees to be constituted to regulate all programmes under this Agreement.
- 5.3 The parties agree that WBNUJS shall provide periodic updates to Gameskraft in an agreed form regarding the collaboration contemplated in this Agreement, especially the activities/operations of the Centre and the utilization of the contribution made by Gameskraft towards the Centre and the interest accruing thereof.
- 5.4 Any information /document /record /details requested by Gameskraft shall be promptly attended to by WBNUJS and supplied within a period of 10 (ten) days from such request.

## 6. REPRESENTATIONS AND WARRANTIES

6.1 WBNUJS hereby represents and warrants that:

- (a) It has the necessary corporate power and authority to enter into and perform this Agreement;
- (b) the Agreement is valid and binding obligation, enforceable against it in accordance with its terms;
- (c) it is a public funded university registered under the West Bengal National University of Juridical Sciences Act, 1999;
- (d) it shall throughout the Term of the Agreement, maintain all licenses, consents, permits and registrations as may be required under applicable laws for undertaking the activities as contemplated under this Agreement;
- (e) it possesses the ability to perform its obligations and responsibilities under this Agreement in accordance with the terms and conditions contained herein;

- (f) the Funding (as detailed under Clause 3.2) shall be utilised in an efficient and judicious manner and only for the objective for which the Funding is made hereunder;
- (g) it is not subject to any obligation that would prevent it from entering into this Agreement, and the other party has not in any way caused or induced it to breach any contractual obligation towards any other person;
- (h) no litigation, arbitration, claim, suit, case, action, investigation or proceeding or order, judgment, injunction, decree, award, settlement or stipulation of or before any arbitrator, tribunal or government authority, is pending or outstanding or, to the best of its knowledge, threatened by or against them with respect to entering into this Agreement; and
- (i) The execution and delivery of this Agreement does not and the performance by it of the terms of this Agreement will not:
  - (i) contravene any provision of any applicable law;
  - (ii) contravene with or result in the breach of any agreement, contract or instrument to which is a party or to which it may be subject;
  - (iii) violate any provision of its charter documents; or
  - (iv) violate any injunction, judgment, order, decree, ruling, or other restriction of any court or tribunal.

## 7. Obligations of WBNUJS

- 7.1 **Use of Funding:** Gameskraft shall provide Funding to WBNUJS (in accordance with clause 3.2) based on budget proposals, discussions, and approvals for developing, implementing, executing, conducting, coordinating, and carrying the activities in accordance with this Agreement.
- 7.2 WBNUJS shall not utilize any Funding for purposes other than as provided for under this Agreement.
- 7.3 WBNUJS shall not divert any funding for the purpose of any business of WBNUJS.
- 7.4 WBNUJS shall not work for the benefit of any religious community or caste.
- 7.5 WBNUJS agrees that there is an absolute prohibition under the Prevention of Corruption Act (PCA), 1988 and/or any amendment, modification, thereof and rules/guidelines/notification notified thereunder, etc. ("PCA") on giving anything of value to a public servant, government official or to the government office and it will under no circumstances give anything of value to a public servant, government official or to the government office. WBNUJS further agree to promptly report to Gameskraft any such request by a public servant, government official or government office, explicit or implicit to provide anything of value to such government office, government official or public servant. WBNUJS warrants that it is familiar with and will comply in all respects with the provisions of PCA.

## 8. Accounts

- 8.1 **Disbursement of Funding:** The Funding shall be disbursed by Gameskraft in such mode and manner as may be determined by it.
- 8.2 **Annual Audited Statement:** The Centre shall prepare and submit an annual audited statement consisting of details such as balance sheet, income and expenditure statement, receipts and payments account, statutory auditor's report and any other information pertaining to the Funding and/or the Project, as may be specified by Gameskraft on such date as may be mutually agreed between the parties, within the Term ("**Annual Audited Statement**").

## 9. No Agency

That neither party shall assign or transfer its rights and obligations herein to any other third party without prior written consent of other party.

The relationship between the Parties is on a principal-to-principal basis. Nothing contained in this Agreement shall be construed as having an effect of constituting a relationship of employer and employee or principal and agent between the Parties.

## 10. Arbitration Clause

This Agreement shall be governed exclusively by and shall be construed and enforced in accordance with the laws of India. In the event of any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise their best efforts to amicably resolve the same. That in the event of disputes between the parties, the same shall be resolved amicably. If the parties are unable to do so, the same shall be referred to an arbitrator, appointed by mutual consent. The arbitrator's award shall be final and binding on both the parties. Subject to the foregoing, the parties hereby submit to the exclusive jurisdiction of the Courts at Kolkata, India for purposes of obtaining interim relief or enforcing any award passed by the sole arbitrator.

## 11. Rights Cumulative:

The rights and remedies set forth in this Agreement are cumulative and not mutually exclusive and are in addition to any other rights or remedies which may be granted by law or available in equity.

## 12. Modifications

This Agreement may only be modified or amended by a written document and such amendment or modifications is sought to be enforced and agreed upon by the Heads of the Parties.

## 13. Term and Termination

It is agreed between the parties that the Agreement will be in effect for a period of five years from the date of Agreement, with a provision to review the contents of the Agreement from time to time, if required, and make necessary modifications as deemed appropriate by both parties to this Agreement ("**Term**").

That the parties hereto may further agree to extend the tenure of this Agreement for such subsequent periods as deemed appropriate by both the parties. It is hereby agreed by both the parties that none of them will withdraw from the Agreement during the progress of the programs/ projects on hand, without written consent of the other and notice of minimum 60 (sixty) days.

#### **14. Intellectual Property**

Each party owns and shall retain all rights, title and interest in and to its Intellectual Property, and nothing in this Agreement shall be deemed to grant any license or right to its Intellectual Property to the other Party, except as provided in this Agreement.

The parties agree that, in the event of research collaboration leading to patent rights, copyrights, or other intellectual property rights will be joint IPR rights.

"Intellectual Property" means and includes names, trademarks, logos, trade names, trade dress, service marks, insignias, designs, works of authorship, inventions, whether patentable or not, trade secret or confidential information, and any other intellectual and/or industrial property in all goods, services and material including all documents, reports, charts, drawings, databases, products, software, source codes, models, samples, systems, slides, tapes, graphs, notes, specifications, processes, tools and methodologies.

#### **15. Confidentiality**

Both the parties will take reasonable measures to protect the secrecy of the information received or acquired during operation of the Agreement.

#### **16. Reliance in the Proposal**

WBNUJS agrees and covenants to use reasonable endeavor, acting in good faith to ensure that the programmes will be conducted according to the proposal approved between the parties.

#### **17. Notice**

All notices, instructions and other communications (collectively "Notice") for running the programmes shall be given in writing by sending the same by post, courier or electronic mail addressed to either Party.

#### **18. Interpretation**

The headings and sub-headings in this Agreement are included for convenience and identification only and not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement. Any doubt in explaining the meaning of any term be removed by the Heads of the parties by mutual agreement.

#### **19. Awareness**

The material for awareness of the programmes under this Agreement will give details about WBNUJS and Gameskraft in the institutional websites / National level newspapers.

The parties shall ensure that the material for awareness of the activities contemplated under this Agreement shall give details and due acknowledgment of both the parties. In this respect, it is clarified that any material for awareness of the activities contemplated under this Agreement shall require prior approval of both the parties.

## **20. Counterparts**

That this Agreement is executed in duplicate and one copy will remain with each of the party. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The delivery of signed counterparts by facsimile transmission or electronic mail in "portable document format" ("pdf") shall be as effective as signing and delivering the counterpart in person.

## **21. Binding Effect**

This MOU is legally binding. The parties agree that each shall bear their own costs for any work under this Agreement, save and except as separately agreed in writing.

## **22. Indemnity**

Gameskraft hereby agrees to fully indemnify, defend and hold harmless and continue to indemnify, defend and hold harmless for the entire duration of this agreement and beyond the WBNUJS, its employees and its representatives from and against any and all claims, losses, damages, costs, judgments, regulatory action or other liability of any kind whatsoever arising out of or relating to the present/past/future activities of the party/donor that may be related to the donated amount/fund directly or indirectly in any manner whatsoever.

Further, Gameskraft declares that the said donated amount/fund has not been obtained by Gameskraft in breach of any past/existing law of the land and the source of said donated amount/fund is entirely legal and legitimate and stands in adherence of any law of the land applicable. Should this declaration be proven inaccurate or challenged successfully before any competent authority in future in course of or beyond the duration of this agreement, then Gameskraft agrees to fully indemnify, defend and hold harmless the WBNUJS, its employees and its representatives from and against any and all claims, losses, damages, costs, judgments, regulatory action or other liability of any kind whatsoever arising out of such challenge or proceedings.

We support and sign this general Agreement in recognition of our mutual interests.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS HEREUNTO AT THE PLACE AND ON THE DATE FIRST HEREINBEFORE MENTIONED.

[Signatures of Gameskraft authorized representative and WBNUJS Vice Chancellor]

DocuSigned by:  
Nimal Kanti Chakrabarti  
CD98E6AC97F0475...

Vice Chancellor

Signed and Delivered

In the presence of

DocuSigned by:  
Rishi Wadhwa  
F536B7694BFF432...

Gameskraft Technologies Private Limited

Signed and Delivered

In the presence of

  
REGISTRAR  
WBNUJS, KOLKATA