

Memorandum of Understanding (MOU) between

Game Developers Association Of India (GDAI)

and

Kumaraguru School of Innovation (KSI)

This Memorandum of Understanding (MoU) is entered into on the 14th day of November 2024

Game Developer Association of India (GDAI), (CIN:U88900TS2024NPL190908), a Section 8 company Limited by Guarantee incorporated under the Companies Act, 2013 (18 of 2013) represented by its authorized signatories, (hereinafter called "GDAI"), which in expression shall, where the context so admits, be deemed to include its successors, executors and administrators of the ONE PART

AND

Kumaraguru School of Innovation (KSI), a division of Kumaraguru College of Technology, an Autonomous institution, affiliated to Anna University, Chennai located at Coimbatore, Tamil Nadu 641049 (hereinafter referred to as 'KSI'), of the FIRST PART.

Kumaraguru College of Technology (KCT) was established in 1984 by the Ramanandha Adigalar Foundation, an educational trust registered under Indian Trusts Act 1882, having its office at KCT campus, Coimbatore.

WHEREAS:

- 1) The Game Developer Association of India (GDAI) has been dedicated for over a decade to building a thriving ecosystem for game developers and industry professionals. Our mission is to foster innovation, sustainability, and excellence in digital game creation by providing resources, mentorship, and skill development. Through industry events and networking, GDAI aims to elevate India's game development industry globally.
- 2) **Kumaraguru College of Technology (KCT), Coimbatore** is an autonomous institution affiliated with Anna University, Chennai, and approved by the All-India Council for Technical Education (AICTE, Approval No. 1-3641071). KCT offers 14 Undergraduate (B.E. and B.Tech.) and 14 Postgraduate (M.E., M.Tech., MCA and MBA) programmes. 12 academic departments have been recognized as research centres permitting research leading to Ph.D. degree awarded by Anna University. KCT has been accredited by the National Assessment and Accreditation Council (NAAC) in the 3rd cycle with a Grade of 'A++', and all eligible undergraduate programs are accredited by the National Board of Accreditation (NBA).

ARTICLE-I Scope & Purpose:

The Parties hereby agree that this MOU has been executed for the purposes of establishing a Gaming ecosystem in the institute through Courses, competitions and setting up of a gaming

incubator to drive the growth of the game developer industry and positioning the Institute as a premier hub for gaming excellence

ARTICLE-II Objectives: GDAI and KSI agree to collaborate on the following aspects to build the gaming ecosystem and an innovation hub in the institution

- **High Quality Game Production-** Enable high-quality game production
- **Innovation Ecosystem Development:** Create the right environment for game development through policy support, gaming incubation, skill development initiatives, and strategic partnerships
 - Set-up game development courses as an elective to encourage more students to take up gaming as a career
- **Enable Growth of Incubation:** Support the growth of incubators through structured mentorship, strategic partnerships with technology & gaming companies, and providing market access for incubated developers.
- **Build a Collaborative Community:** Develop a robust community of gaming developers and industry stakeholders in the state fostering collaboration, sharing best practices, and offering mutual support to all members.

ARTICLE-III GDAI Roles and Responsibilities: GDAI:

1. Incubation: GDAI will support gaming incubation in the University/ College through the following activities:

- **Setting up of Incubator:** Provide insights, best practices and technical expertise, to assist KSI in the design and implementation of the Incubator program tailored to the game development sector.
- **Pre-Incubation activities-** Support pre-incubation activities including game jams, gaming meet-ups, knowledge sessions and other relevant activities to create awareness about game industry and incubation opportunities in the state
- **Facilitation of knowledge:** Organize and facilitate knowledge-sharing sessions, workshops, market access, access to industry events for the Incubator participants, fostering a collaborative environment for skill enhancement and innovation.
- **Building robust partnerships:** Facilitate strategic partnerships with technology companies, publishers, investors and other stakeholders to support the incubator through technology tools, funding, associations among others
- **Providing market access:** Facilitate participation in international gaming expos and trade shows to promote Games developed in the Incubator including market visits to other established studios
- **Enabling Mentorship:** Enable mentorship by bringing network of Industry leaders and domain experts to guide the incubated game developers
- **Building a Community:** Networking and Collaboration: Foster collaboration and networking, helping studios in the incubators to connect with other incubators both in the Country and across the World

2. Creating Gaming focussed Curriculum: GDAI to facilitate the setting up of a gaming curriculum in the Institution through specially curated courses to upskill students, set- up

gaming clubs, organise game jams and other competitions to quip their interest and create career opportunities by strategic industry partnerships

4. Institution promotion:

- Ensure that Institution receives prominent visibility and recognition across GDAs member companies and programs.
- Assist the institution in exploring industry collaboration opportunities, facilitating connections, partnerships, and initiatives that contribute to the building and delivering a robust curriculum, mentor network and setting up of a centre for excellence pertaining to the Indian game development industry
- Facilitate opportunities for the institution to collaborate within the media and entertainment industry, promoting industry innovation and creating synergies that benefit the ecosystem.
- Actively contribute to enhancing Institution's brand by acknowledging its expertise and contributions, creating opportunities for joint branding initiatives, and promoting the institution as a key player in the media and entertainment skills development landscape.

ARTICLE-IV College/ University Roles and Responsibilities

1. Gaming Development with Special Focus on Innovation:

- Create a gaming thesis with special focus on innovation
- Facilitate the setup and operation of gaming incubator.
- Ensure IP protection with streamlined services and processes for startups.

2. Provide Financial Support & Infrastructure:

- Establish a centre of excellence offering affordable space and shared resources.
- Facilitate grants, subsidies, and other incentives to support gaming incubators and startups.

3. Bridging the Skill Gap through Industry-Academia Partnerships:

- Facilitate integration of gaming-focused courses into the educational curriculum through partnerships with Industry Design and implement skill development programs tailored for the game development industry.
- Identify and address skill gaps, enhancing the workforce's competencies

4. Provide Market Access & build awareness and gaming communities:

- Support startups in gaining international market access through export incentives and global partnerships.
- Support Tie- up with leading gaming conferences, hackathons, and support GDAI to strengthen the gaming community in the Institute
- Offer access to relevant market insights and industry trends to help startups align with global market demands
- Run public awareness campaigns promoting gaming careers and the positive societal impact of gaming.

5. **GDAI promotion:**

- Ensure that GDAI receives prominent visibility and recognition at the College and as a part of the Incubator.
- Assist GDAI in exploring international collaboration opportunities, facilitating connections, partnerships, and initiatives that contribute to the global positioning of the Indian game development industry.
- Facilitate opportunities for GDAI to collaborate with other sectors within the media and entertainment industry, promoting cross-industry innovation and creating synergies that benefit the broader ecosystem.
- Actively contribute to enhancing GDAI's brand by acknowledging its expertise and contributions, creating opportunities for joint branding initiatives, and promoting GDAI as a key player in the media and entertainment skills development landscape.

ARTICLE-V: Confidentiality

1. Both the parties agree that due regard shall be given to the confidentiality of the information which may come their way in the dealings under this Agreement. The terms of this Agreement and the information shared under this Agreement are confidential information.
2. No information shall be disclosed by the recipient without the prior written consent of the other party, except as required by law or to comply with any regulatory or similar requirement. If either party is required to disclose any confidential information of the other party under law, the party so required shall notify the other party immediately and shall co-operate in seeking a reasonable protective order.
3. The Confidentiality clauses shall not apply to information which is (i) in the public domain, (ii) already known to the recipient and the recipient can show that it was in possession of such information prior to receipt of such information from the disclosing party, (iii) developed independently by the recipient without the benefit of any confidential information of the disclosing party, (iv) received from a third party without similar restriction and without breach of this Agreement or a similar agreement, or (v) the information is disclosed to the receiving party after the disclosing party's receipt of the receiving party's written notice that it will not accept further disclosures of confidential information.
4. This clause shall survive any termination or expiration of this Agreement.
5. Both the parties shall be the sole and exclusive owners of their respective intellectual property rights, which would include but not be limited to trademarks, copyrights,

brand name, brand value, goodwill, etc. whether such intellectual property was in existence prior to this MOU or created during the subsistence of this MOU. Neither Party can claim to have any right or interest of any manner whatsoever over the other Party's intellectual property rights. Intellectual property rights of both parties and all information, etc. incidental and ancillary thereto, shall also be within the ambit of the term 'Confidential Information' as defined in this MOU and shall be afforded the same protection as defined hereinabove.

ARTICLE VI- Independent Contractors

It is expressly agreed that the Parties shall be independent contractors and that the relationship between the Parties shall not constitute a partnership, joint venture, or agency. Neither Party shall have the authority to make any statements, representations, or commitments of any kind, or to take any action, which shall be binding on the other Party, without the prior consent of such other Party.

ARTICLE VII -Validity

This MoU shall be valid for three (3) years from the date of execution of MoU, unless terminated by either party as per the termination section mentioned herein. Before the end of the validity, both parties may mutually agree to extend the validity of the MOU.

ARTICLE-VIII: Resolution Of Disputes

This agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of the courts in Telangana. The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this MoU, all the parties shall first try to resolve the dispute/ difference amicably between them, failing which the matter shall be referred to and settled through arbitration by a sole arbitrator to be mutually appointed by the Parties. The arbitration proceedings shall be held in accordance with the provision of Indian Arbitration and Conciliation Act, 1996 (as amended). The seat of arbitration shall be Hyderabad. The language of arbitration shall be English.

ARTICLE IX- Termination

Either Party may terminate this MoU with advance notice of 1 month, in writing without giving any reason. Neither party shall be liable/held liable, in any manner whatsoever, against each other if the objective of this MoU is or cannot be achieved.

In the event of termination, any information gained from either Party by way of technical processes, and procedures in any published or verbal format shall be bound by the confidentiality clause of this MOU.

ARTICLE X- Entire Agreement

This Agreement contains the entire Agreement between the parties regarding the subject matter of this Agreement, and there are no other promises or conditions or any other agreement whether oral or written. In any event this Agreement shall supersede any such

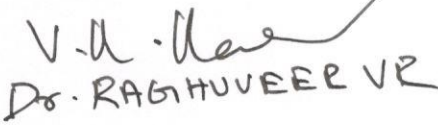

previous agreement, promise or understanding, whether oral or written. This Agreement is executed with TWO (2) Original(s). Each party to retain one copy of the Original.

ARTICLE XI- Terms of Agreement:

This MOU shall be effective from the 15th of November and remain in force for a period of 3 Years, renewable by mutual agreement.

ARTICLE XII- Review and Amendments:

Both parties agree to periodically review the effectiveness of this MOU and may make amendments as necessary through mutual consent.

Authorized Signatory	
Kumaraguru School of Innovation (KSI)	Game Developer Association of India (GDAI)
 Dr. RAGHUVVEER VR Kumaraguru School of Innovation (KSI) Kumaraguru College of Technology (KCT) Campus, Athipalayam Road, Chinnavedampatti, Coimbatore, Tamilnadu - 641049, India. www.kct.ac.in	 Sridhar Muppidi (Dec 11, 2024 22:43 GMT+5.5)

Annexure:

The parties agree to implement the plan as shown below

Phase 1: Framework Establishment

1. **Assess the Policy:** Review the AVGC policy to ensure alignment with the innovation and incubation goals, identifying key areas for regulatory and financial support.
 2. **Map the Gaming Ecosystem:** Conduct a comprehensive analysis of the state's gaming ecosystem, identifying potential stakeholders and existing incubation structures.
 3. **Set Up Framework (Infrastructure, Resources, Funding, Partnerships):** Establish the necessary infrastructure, secure resources, allocate funding, and build partnerships with academia, industry, and private entities to support the innovation and incubation program.
-

Phase 2: Incubator Selection and Setup

1. **Operational Guidelines and Training:** Develop operational protocols and provide training to the institution staff to ensure effective management and support for startups.
-

Phase 3: Launch and Expansion

1. **Launch:** Officially launch the incubator network, engaging stakeholders and promoting collaboration within the ecosystem.
2. **Pre-Incubation activities-** Conduct awareness campaigns/ gaming meet-ups/ game jams to call for applications for the incubators
3. **Selection and Application:** Open applications for gaming startups, selecting them based on innovation and market potential.
4. **Partnerships and Mentorship:** Foster partnerships with industry experts and global players, providing ongoing mentorship and resources for startups.