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**e-Learning Products License Agreement**

This e-Learning Products License Agreement (the "**Agreement**"), when submitted to and accepted by Harvard Business School Publishing Corporation ("**HBP**" or "**we**"), located at 20 Guest Street, Suite 700, Brighton, MA 02135, USA, will become the binding legal agreement between HBP and the institution named below ("**Institution**") for a License to use the HBP Materials (each as defined herein). Each Annexure attached hereto is incorporated herein.

<b>Institution Name:</b>	Ganpat University - V. M. Patel Institute of Management
<b>Program:</b>	MBA 1 <sup>st</sup> Year
<b>Address:</b>	Ganpat University, Ganpat Vidyanagar, Mehsana-Gozaria, Highway, Kherva, Mehsana, Gujarat-384012
<b>License Fee HBP Account #:</b>	
<b>Usage-Based HBP Account #</b>	
<b>Supervisor/Contact:</b>	Dr. Nirav Halvadia (Associate Professor)
<b>Contact Email/Phone:</b>	<a href="mailto:nirav.halvadia@ganpatuniversity.ac.in">nirav.halvadia@ganpatuniversity.ac.in</a> / 7984433919

**Conditions**

- 1. License.** During the Term (as hereinafter defined), and subject to the terms set forth herein, HBP grants Institution and its authorized users a non-exclusive, limited, non-transferable, non-sublicenseable, fully revocable license to use certain HBP e-Learning products (the "**HBP Materials**") identified on Annexure A (the "**License**") solely in India and for course purposes in accordance with the requirements outlined in this Agreement (including, *Annexure A*). These requirements extend to third party vendors, listed (if any) in *Annexure A*, utilized by the Institution to procure and/or deliver the HBP Materials. For the purposes of this Agreement, such third-party vendors shall be deemed authorized users. Nothing in this Agreement shall convey any ownership or other similar right, title or interest in the HBP Materials to Institution. Any rights to the HBP Material not granted to Institution shall be reserved by HBP and the rights granted hereto are not sublicenseable except as approved in accordance with this Agreement. Institution will not sell, license or otherwise commercialize any HBP Materials without the express prior written consent of HBP. Institution shall be responsible for (a) the acts and omissions of its authorized users; (b) maintain the security of any passcodes to access the HBP Materials; and (c) any activity of Institution's account with HBP.
- 2. Non-Exclusivity.** Institution acknowledges that this Agreement does not create an exclusive relationship between the parties relating to the HBP Materials and the subject matter set forth herein.
- 3. Use of the HBP Materials.** Unless expressly allowed pursuant to this Agreement, Institution will not disseminate any HBP Materials except to authorized users. Authorized users of the HBP Materials shall be limited to Institution's own faculty, currently enrolled students, and staff and the vendors listed on *Annexure A*. In addition, Institution will not: (a) use the HBP Materials in a manner that violates applicable law; or (b) interfere with or disrupt the availability or accessibility of the HBP Materials. Access to the HBP Materials shall be protected by individual password. The number of authorized users specified in *Annexure A* is the total number who may access the content in any form, whether online or in facilitated sessions, unless otherwise set forth in



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*Annexure A.* Institution may not, and may not authorize or allow users to, copy, disseminate or publish the HBP Material or any portion thereof.

4. **Teaching Notes.** Teaching notes relating to certain HBP Materials ("**Teaching Notes**") are available to faculty at HBP's website, [hbsp.harvard.edu](http://hbsp.harvard.edu) or such other successor website designed by HBP. Teaching Notes are not to be procured or disseminated in any format by Institution directly.
5. **Reporting:** Institution will report verified course enrollment to HBP ("**Reports**") per the reporting requirements set forth in Annexure B. All HBP Materials used during the Term must be reported to HBP in the prescribed time period. Institution's failure to do so in a timely manner shall constitute a material breach and may result in termination of this Agreement by HBP and loss of preferential pricing. All Reports provided by Institution will distinguish between HBP Materials used in Executive Education (non-degree) programs and those used in degree programs.
6. **Administrators.** Institution will designate one or two administrators to be responsible for procuring HBP Materials and reporting enrollment and will provide their contact information to HBP via the email address [hecustomersuccess@harvardbusiness.org](mailto:hecustomersuccess@harvardbusiness.org) or such other email address designated by HBP.
7. **Artificial Intelligence.** Institution shall not and shall not permit any of the administrators or users of the HBP Materials to (a) use, contribute or test any of the HBP Materials in and/or with any artificial intelligence tools, bots, software or platforms and/or (b) use robots, spiders, scripts, software or any device, tool, or process designed to data mine or scrape the HBP Materials, or otherwise access or collect the HBP Materials using automated tools or programs. Institution shall promptly report to HBP if it becomes aware of any breach or violation of the aforementioned obligations.
8. **Books and Records.** Institution will maintain books and records to document its procurement and distribution of HBP Materials for a period of not less than two (2) years. HBP and/or its authorized representatives shall have the right during normal business hours to inspect, at its own expense, Institution's books and records insofar as they pertain to the use or distribution of HBP Materials pursuant to this Agreement. Should such audit uncover errors or omissions greater than 10% of what was reported for the period examined, Institution shall reimburse HBP for the cost of the audit and pay for use of the unreported HBP Material at the then HBP list price during the period examined.
9. **Accessibility.** HBP understands that Institution is obligated to provide accessible instructional material to students with disabilities, as defined by federal and state laws. Students and/or institution disability offices may avail themselves of a membership in Bookshare (<https://www.bookshare.org/>) which affords them direct access to DAISY files for HBP case studies, Core Curriculum Readings and HBR articles and books. HBP will otherwise reasonably cooperate with Institution in providing accessible instructional material to students with disabilities including through the provision and/or use of "unlocked" PDF files which would allow Institution to modify the files for accessibility. HBP assumes no responsibility for the accessibility of content or products provided by Bookshare, including whether such content or products are accessible, in DAISY files or otherwise. HBP assumes no responsibility for the accessibility of content or products published by others and distributed by HBP, including whether such content or products are accessible, in DAISY files or otherwise. Institution should contact the publisher directly to resolve accessibility questions. If an HBP eLearning product is deemed inaccessible for certain learners, HBP will (i) reasonably cooperate with Institution by evaluating the reported issues and will advise on what HBP is able to remediate; and (ii) use commercially reasonable efforts to remediate the reported issues when it is possible to do so. HBP's ability to turnaround a fix depends on the specific product, the platform and/or technology on which such product was built, and the vendor used to build and support the product. HBP does not assume responsibility for the accessibility of content or products created by third parties and distributed by HBP, though HBP will make a reasonable effort to share any accessibility concerns with the



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applicable copyright owners.

10. **Tax Indemnity:** The payments to be made under this Agreement are net of all taxes and Institution shall be responsible for any Indian income tax and Indian indirect taxes such as service tax, value added tax, goods and services tax, and other similar taxes, as may be applicable, attributable to the payments made or to be made under this contract to HBP. Institution hereby agrees to indemnify, hold harmless from against any and all fines, penalties, taxes (including interest thereon) (collectively "**Liabilities**") that may arise in India, asserted against HBP to the extent that such Liabilities result from the default in payment of taxes attributable to the payments made or to be made to HBP in India.
11. **Security and Support.**
  - a. Institution will take reasonable steps to see that only authorized users have access to the HBP Materials, and will notify HBP if it becomes aware of a security breach affecting HBP's products.
12. **Intellectual Property Rights.** HBP owns and/or has license to all intellectual property rights in the HBP Materials, inclusive of any Feedback (as defined hereafter), enhancements, improvements, modifications, or derivatives thereof. Except for the access and use rights granted in Section 1, Institution does not have any other rights to HBP's intellectual property. Institution shall assign, and hereby assigns, to HBP all right, title, and interest in and to any such enhancements, improvements, modifications, or derivatives of HBP Materials made by Institution or any authorized user accessing the HBP Materials on behalf of Institution throughout the world and in any medium. HBP may use, incorporate into the HBP Materials, or otherwise exploit any suggestion, feature request, recommendation, correction, or other feedback ("**Feedback**") that Institution or authorized users accessing the HBP Materials on behalf of Institution provide to HBP. Institution will report to HBP any misuse, infringement, or unauthorized distribution or use of the HBP Materials, and any violation of the terms of this Agreement, and will assist HBP as requested in any subsequent investigation. Institution may not decompile, reverse-engineer or otherwise disassemble the HBP Materials. Institution may not create translations or other derivative works, nor modify or customize the HBP Materials except with HBP's permission and assistance.
13. **Copyright.** The content files that contain the electronic masters remain the property of HBP. All HBP Materials are copyrighted by HBP or President and Fellows of Harvard College (or by the copyright owner of non-HBS/HBP Materials licensed hereunder) or HBP has a valid license to use and distribute. Institution will not alter any copyright notice on any HBP Materials. Institution acknowledges that the name HARVARD, Harvard Business School Publishing, Harvard Business Publishing and all names, marks, graphics and designs appearing in the HBP Materials are the exclusive property of HBP and/or President and Fellows of Harvard College and shall not use such names, marks, graphics and designs without the express prior written consent of HBP.
14. **HBP Warranty.** HBP warrants that it is the copyright owner or authorized licensee of the HBP Materials (or the agent for the copyright owner of non-HBP Materials licensed herein), and that use of such materials in accordance with this Agreement will not infringe any third party's intellectual property rights. HBP will indemnify and hold harmless Institution and its officers and authorized users from and against any action, claim, demand or proceeding ("**Claim**") that the HBP Materials provided hereunder infringe any third party intellectual property rights solely in the United States, provided that Institution promptly notify HBP of the receipt of any such Claim in writing.
15. **Disclaimer of Warranty.** Each party represents and warrants that it shall at all times comply with applicable laws. EXCEPT AS SET FORTH IN THIS AGREEMENT, HBP MATERIALS ARE PROVIDED AS-IS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, HBP DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING NON-INFRINGEMENT, IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY A COURSE OF DEALING, USAGE OR TRADE PRACTICE OR COURSE OF PERFORMANCE.



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- 16. Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER INSTITUTION NOR HBP (AND HBP'S LICENSORS, WHERE APPLICABLE) SHALL IN NO EVENT BE HELD LIABLE TO THE OTHER PARTY, WHETHER BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (EVEN IF A PARTY HAS BEEN ADVISED OF OR COULD HAVE REASONABLY FORESEEN THE POSSIBILITY OF SUCH DAMAGES), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE, PROFITS OR BUSINESS, COSTS OF DELAY, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION. EXCEPT FOR A PARTY'S LIABILITY FOR BREACH OF CONFIDENTIALITY OBLIGATIONS, FRAUD, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, THE MAXIMUM AGGREGATE LIABILITY OF A PARTY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY AND/OR DUE FROM INSTITUTION IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CAUSE OF ACTION AROSE.
- 17. Force Majeure Event.** Each party is excused from performance under this Agreement and shall not be liable for any delay in performance or non-performance, in whole or in part, caused by the occurrence of any event or contingency beyond the control of such party including, but not limited to, work stoppages, fires, civil disobedience, riots, rebellions, natural disasters, acts of God, acts of war or terrorism, actions or regulations of governmental authorities, epidemics, pandemics or other hazards to public health, and similar occurrences. The party who has been so affected shall promptly give written notice to the other party and shall use its reasonable efforts to resume performance when the force majeure has abated; provided, that, if such force majeure event lasts for sixty (60) days, either party may terminate this Agreement, without penalty, upon providing the other party with written notice.
- 18. Modifications.** This Agreement, except for the price of the HBP Materials, cannot be modified except by a written instrument signed by the parties.
- 19. Confidentiality.** The terms and conditions of this Agreement are confidential and may not be disclosed without the permission of both parties.
- 20. Term and Termination.** The term of this Agreement is 16<sup>th</sup> August 2024 to 15<sup>th</sup> August 2025 (the "Initial Term").
- Beginning Date: 16<sup>th</sup> August 2024
  - Ending Date: 15<sup>th</sup> August 2024
- a. After the Initial Term, this Agreement shall automatically renew for successive one (1) year terms (collectively, "Term"), provided, however, that the parties shall agree to the new pricing and reporting requirements for each renewal Term via an amendment to Annexure B at the latest within ninety (90) days of expiry of each renewal Term. If the parties fail to reach an agreement the new pricing and reporting requirements for the renewal Term, this Agreement will automatically terminate and HBP shall invoice Institution for any usage for the period after the expiry of the Term at the existing rate. Either party may terminate this Agreement by notice to the other party in writing, not less than ninety (90) days prior to the expiration of the current Term, of its intention not to renew.
- b. Without prejudice to any other remedies, HBP may terminate this Agreement for convenience at any time by giving thirty (30) days written notice to Institution if HBP is of the reasonable opinion that its business association with Institution could subject HBP to a political, moral, reputational or legal harm. Either party may terminate this Agreement on the other party's material breach of this Agreement; provided, that the non-breaching party must give thirty (30) days' written notice and the opportunity to cure the breach. For the purposes of this Agreement, non-payment of amounts due shall constitute a material breach. HBP further reserves the right to suspend a user's access and use rights to HBP Material in the event of non-payment in a timely manner or such user's activity could cause material disruption or material harm to HBP, third-parties, or their respective systems and/or equipment upon prompt notice to Institution.



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- c. Upon the termination of this Agreement, all rights revert to HBP and Institution shall immediately discontinue reproduction, delivery, and sale of the HBP Materials. HBP reserves the right to terminate this Agreement, if Institution fails to adhere to the terms and conditions herein upon providing the other party with written notice. Upon termination of this Agreement, any fees owed by Institution for the remainder of the Term shall be paid within thirty (30) days of termination.
- 21. Miscellaneous.** This Agreement constitutes the entire Agreement between the parties relating to the subject matter contained in it and supersedes all prior and contemporaneous representations or understandings between the parties. This Agreement is governed by the laws of the Commonwealth of Massachusetts, excluding its conflict of laws principles. The courts of competent authority located in the Commonwealth of Massachusetts shall have sole and exclusive jurisdiction of any action arising out of or in connection with this Agreement and such courts shall be the sole and exclusive venue for any such action. Neither party will claim lack of personal jurisdiction or *forum non conveniens* in these courts. Institution may not assign, transfer, charge or otherwise encumber, create any trust over, or deal in any manner with this Agreement, or any right, benefit, or interest under it, nor transfer or novate this Agreement without HBP's prior written consent. If any provision of this Agreement shall be declared void, illegal or unenforceable, the remaining provisions of this Agreement shall be valid and enforceable to the extent permitted by applicable law. No amendment or supplement of this Agreement, except as provided herein, shall be binding unless executed in writing by the parties. No waiver of any one provision of this Agreement shall constitute a waiver of any other provision, nor shall any one waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party against whom the waiver is asserted. This Agreement may be executed in any number of counterparts, including facsimile, PDF and other electronic copies, each of which shall be deemed an original, but all of which taken together shall constitute one single agreement between the parties. The provisions of this Agreement which by their terms call for performance subsequent to termination or expiry of this Agreement, shall survive such termination or expiry, whether or not such provisions expressly state that they shall so survive. Any notices required or permitted to be given or made under this Agreement shall be in writing and shall be deemed given when delivered personally or via reputable national overnight carrier or shall be deemed received after three (3) business days of mailing by certified mail, return receipt requested to the relevant party's address specified on the first page above (or as the recipient has otherwise designated through a previous notice given in accordance with this Section).

[SIGNATURE PAGE FOLLOWS]



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Institution is responsible for diligently enforcing the terms of this Agreement, and in particular for seeing that only authorized users can access the HBP Materials, that only genuine HBP licensed content is used, and that all information, including the number of actual users, is fully and accurately reported to HBP. Failure to adhere to these requirements is grounds for immediate termination of this Agreement.

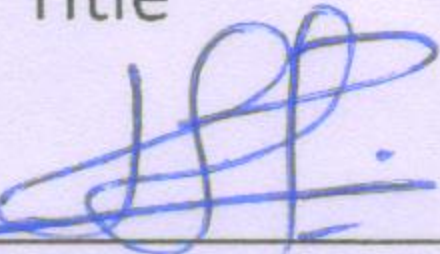
Agreed to on behalf of HBP:

Dr. Hiren Patel

Printed Name

Associate Executive Dean, Ganpat University -  
Faculty of Management Studies

Title



Signature

05/10/2024

Date



Agreed to on behalf of Institution:

Brandon Hight

Printed Name

Senior Director (Americas) & Customer Success

Title

Signature

 Brandon Hight

Date

10/11/2024



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**Annexure A**  
**Content Procurement, Delivery & Security Requirements**  
**for the Distribution of HBP Materials**

This Annexure A forms part of the Agreement between HBP and Institution. This Annexure may be revised by mutual agreement in writing during the Term by the parties to the Agreement. If Institution materially changes the system(s) and/or processes it uses to procure, deliver, and secure HBP Material, Institution must notify HBP to review adherence to these policies so that this Annexure can be revised as necessary.

“HBP Material” means Simulations.

**Content Procurement & Delivery Models**

The following content procurement and delivery models for HBP content have been defined for the Agreement:

Program Name	Procurement Channel	Delivery Format	Delivery Platform
MBA 1 <sup>st</sup> Year		Digital	NA

**General Content Security Requirements:**

- No alteration or covering of HBP Materials without HBP’s prior written approval, except for pagination footers.
- Persistent access to HBP Materials by an authorized user in a given course is limited to 6 months.
- Institution shall be responsible for ensuring that authorized users do not copy, share or forward HBP Material to unauthorized users or others who have not purchased the file(s). Authorized users may retain downloaded HBP Material solely for the Term and Institution shall ensure authorized users do not retain HBP Material after termination or expiration of the Agreement.
- Institution further confirms that links to HBP Material on Institution’s learning management system or approved HBP distribution platform are accessible only by students *currently enrolled in such course*, as well as the faculty and staff involved in the teaching and administration of that course.
- Institution confirms that all HBP Materials will be procured only from HBP anytime they are needed for a course or program. No files may be retained for use locally at the Institution over time. Institution may only use current and currently available content.



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**Annexure B**  
**Term, Payment Terms & Reporting**

**Term:**

Effective Date: 16<sup>th</sup> August 2024

Expiry Date: 15th August 2025

**Product usage in the programs listed below is covered under the flat fee for the duration of the contract term:**

<u>Name of Program</u>	<u>Program Name</u>	<u>Number of Participants</u>	<u>Fee Per Participant (US\$)</u>	<u>Total Fee (US\$)</u>
<u>MBA 1<sup>st</sup> Year</u>	<u>Simulation</u>	<u>180</u>	<u>\$11.25</u>	<u>\$2025</u>
			<u>Total fee</u>	<u>\$2025</u>

**Payment Terms:**

License fee \$2025

Licenses available for simulation is 180

Invoicing Schedule for Flat Fee 16<sup>th</sup> August 2024

At the end of the first quarter of the contract term, Institution shall inform HBP of any enrollment changes and HBP shall adjust the license fee and shall issue an additional invoice or credit incorporating any adjustments necessary due to discrepancies between estimated enrollment and actual reported enrollment.

All fees are contingent upon return of this Agreement, signed by Institution, upon thirty (30) days after receipts.

Institution will pay invoices generated by HBP in a timely manner, in accordance with HBP's terms and conditions as stated on each invoice.

Institution's contact person and contact details for all billing and payment related inquiries and requirements is as follows:

Name: Ganpat University - V. M. Patel Institute of Management

E-mail: [kvp01@ganpatuniversity.ac.in](mailto:kvp01@ganpatuniversity.ac.in)

All amounts stated above as payable to HBP are net of taxes; that is, Institution will remit to its taxing authorities all taxes imposed on payments to HBP, without deducting or withholding such payments from amounts due and payable to HBP. The pricing set forth in this Agreement is the confidential information of HBP and may not be shared with any third parties without HBP's prior consent.

**Other Fees**

Any usage of HBP Materials not covered under the License are available to Institution at a forty-five percent (45%) discount off of published academic rates on HBP eLearning materials.

Any usage of HBP Materials not covered under this license fee are available to Institution at a forty-five percent (45%) discount off of published academic rates on HBSPHBP eLearning materials.

**Reporting:**



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Reporting dates should align with Institution's add/drop period(s) during the Term. Institution will report by the following method:

- Spreadsheet

Reports will be due as follows:

- November 16<sup>th</sup> 2024
- February 16<sup>th</sup> 2025
- May 16<sup>th</sup> 2025
- August 16<sup>th</sup> 2025