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LSAT—INDIA Institution Recognition Form

Please complete using **BLOCK CAPITALS** for each recognizing program within your institution.

Fields marked * are mandatory

* Institution ("Institution")	SCHOOL OF LAW AND CONSTITUTIONAL STUDIES, SHOBHIT UNIVERSITY (SHOBHIT INSTITUTE OF ENGINEERING & TECHNOLOGY - A DEEMED TO BE UNIVERSITY)
* Authorizing Contact	Mr. VIJAY KUMAR SINGH
* Designation	REGISTRAR
* Email	REGISTRAR@SHOBHITUNIVERSITY.AC.IN
* Telephone (Incl. area code)	0121-2575091/7617505012
* Institutional Web Address	WWW.SHOBHITUNIVERSITY.AC.IN
* Institution/Organization Address (Including CITY,STATE,PINCODE,COUNTRY)	NH- 58, ROORKEE ROAD, MODIPURAM, MEERUT (U.P.) 250110 INDIA

* **Program Address (if different)**

Address1 **Not Applicable**

Address2

City

State/Province/Country

Post Code/Zip Code

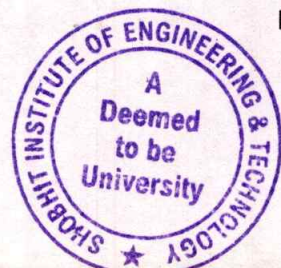
To become a recognizing institution please complete your details

Fields marked * are mandatory.

As the mandatory admission criteria "Institution" agrees to fill **432 out of 540** of its overall strength of seats for admission into 5-year/3-year law degree/2-year LL.M through LSAT-India exams.

Pearson India Education Services Pvt. Ltd (hereinafter referred to as "Pearson" or "Pearson VUE") may use the name and score requirements of Institutions that recognize scores in official Pearson VUE documentation. No personal names or contact details will be published

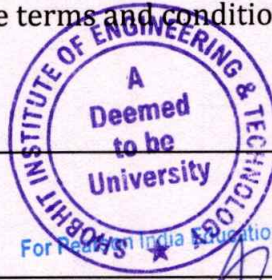
for records



Signature

*By signing this form, I represent that I am authorized to accept the LSAT—India for my institutions and I accept the terms and conditions of this agreement ("Agreement")

Institution Signature _____



[Handwritten Signature]

Date 26.02.18

Pearson VUE Signature _____

For Pearson India Education Services Pvt. Ltd.

[Handwritten Signature]

Director
Pradeep Palakurissi

Date 8/3/2018

Return this completed form to:

Pearson VUE

Ground Floor, SB Tower, 1A/1, Sector 16A, Noida 201301, Uttar Pradesh, INDIA

Attn: LSAT—India Help Desk

**LSAT—INDIA Terms and Conditions for Recognizing Institutions/Organizations-
Online Results Service**

1. Definitions

1.1 "Calendar Year" shall mean January 1st through December 31st.

1.2 "Candidate" shall mean any individual who registers with Pearson VUE to take the LSAT—INDIA with respect to a possible admission with the Institution.

1.3 "Effective Date" means the date that Pearson VUE signs and dates this Agreement.

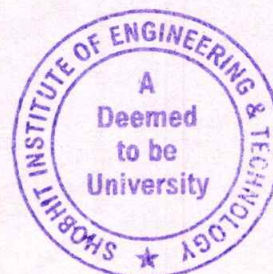
1.4 "Intellectual Property Rights" means (i) all rights, benefits, title or interest in or to any LSAC's Intellectual Property, anywhere in the world (whether registered or not and including all applications for the same) or (ii) all rights, benefits, title or interest in or to any Pearson VUE's Intellectual Property (whether registered or not and including all applications for the same)

1.5 "Institution" shall mean the institution on page one (1) contracting with Pearson VUE to recognize the LSAT—India as part of its admission criteria.

1.6 "Licensed Materials" shall mean the LSAC trademark LSAT—INDIA, the LSAC logo, any electronic, print or web content developed by LSAC or Pearson VUE related to the LSAT—INDIA. "Licensed materials" shall NOT include the test questions or other content of any LSAT—India test form.

1.7 "LSAC Intellectual Property" means: (a) Confidential Information; (b) copyrights; (c) patents; (d) patent applications; (e) technology and technical information; (f) invention; (g) Trademarks; (h) rights in designs and database; (i) any and all intellectual or proprietary rights in relation to the LSAT—INDIA and includes any and all adaptations, enhancements, improvements, modifications, revisions, or translations to any of the aforementioned and relating to or arising from any or all of the foregoing, and all extensions and renewals thereof in India or anywhere in the world and leading to achieving the same or better results in activities carried out and the programmes administered by LSAC; in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing whether owned or controlled by or licensed to LSAC.

1.8 "LSAT—INDIA" means the Law School Admission Test-India developed by LSAC and licensed by it to Pearson VUE under the License Agreement executed between Pearson VUE's



parent company and LSAC.

1.9 "Pearson VUE" means NCS Pearson (India) Pvt. Ltd. with offices at C7, Sector 3, Noida 201301, Uttar Pradesh, INDIA.

1.10 "Results" shall mean an individual test taker or a group of test takers qualitative or quantitative measurement(s) attributed to such individual or group's performance on the LSAT— India.

1.11 "Testing Center" shall mean a physical facility operated by or on behalf of Pearson VUE used in administering the LSAT—INDIA.

1.12 "Trademark" shall mean a general reference to registered and non-registered trademarks, service marks or certification marks.

1.13 "LSAC" shall mean the Law School Admission Council, Inc. a non-profit corporation having its offices at 662 Penn Street, Newtown, Pa. 18940 USA.

1.14 "Pearson VUE Intellectual Property" means (a) Confidential Information; (b) copyrights; (c) patents; (d) patent applications; (e) technology and technical information; (f) invention; (g) Trademarks; (h) rights in designs and database; (i) any and all intellectual or proprietary rights in relation to the Pearson VUE or its licensor's software, printed materials, processes, databases, or supporting documentation, including but not limited to, the Pearson VUE or Its licensor's Delivery System, or any part thereof, and includes any and all adaptations, enhancements, improvements, modifications, revisions, or translations to any of the aforementioned and relating to or arising from any or all of the foregoing, and all extensions and renewals thereof in India or anywhere in the world and leading to achieving the same or better results in activities carried out and the programmes administered by Pearson VUE; in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing whether owned or controlled by or licensed to Pearson VUE.

2. Use of Intellectual Property.

2.1 The Institution may use the Licensed Materials solely in its printed/on-line information and promotional materials only after express written approval of the same by Pearson VUE. The Institution will not publish or distribute Pearson VUE or LSAT— INDIA promotional materials before obtaining Pearson VUE's written consent as set forth in this Subsection. Institution acknowledges that the complete trademark for the LSAT—India is "Law School Admission Test— India, by LSAC," and that the short-form trademark is "LSAT—India." Institution may use either or both trademarks consistent with these terms and conditions, but may not use variants thereof, such as "LSAT—I," when referring to the LSAT—India.



2.2 The Institution shall not copy, modify, publish, release, lend, sell, rent, provide access to, create derivative works from or otherwise disclose the Results to anyone other than authorized staff within the Institution. LSAC is the sole owner of, and shall retain the entire rights to, any copyrights, trademark, trade secret, and any other rights in the Results.

2.3 Institution will place an appropriate LSAC Trademark and/or LSAC copyright notice on the title or copyright page or other appropriate location of each edition or version of Institution's promotional materials containing any reference to or use of the LSAC Intellectual Property, along with an appropriate tagline attribution to, or such other notice as Pearson VUE and/or LSAC may reasonably request. Institution will not contest LSAC's Intellectual Property Rights in the LSAC Intellectual Property, or do anything that would jeopardize or diminish their value to LSAC or to LSAC's rights thereto. Without limiting the foregoing, Institution will not, except as expressly permitted by LSAC, use or apply for registration of (a) any of LSAC Intellectual Property, or (b) any marks or names that, in the opinion of LSAC, are confusingly or deceptively similar to, or that otherwise incorporate LSAC's Trademarks. Upon expiration or termination of this Agreement, Institution agrees to cease all display, advertising and use of LSAC Intellectual Property. Upon termination or expiration of this Agreement, Institution shall forthwith return to LSAC all LSAC Intellectual Property including soft and hard copies of the LSAC Intellectual Property that are in the possession of and/or control of Institution and/or its respective employees and agents. If so requested by LSAC, Institution shall provide written confirmation to LSAC of its compliance with the terms of this Section. Institution recognizes LSAC's ownership and title to the LSAC Intellectual Property and agrees that it will do nothing inconsistent with or adverse to such ownership, and that all use of the LSAC Intellectual Property will accrue to LSAC only. Institution recognizes the goodwill associated with LSAC Intellectual Property and acknowledges that such goodwill belongs exclusively to LSAC.

2.4 Access and Use The Results are only for use by authorized staff members employed by the Institution who have read and agreed to these terms and conditions. The Institution agrees to minimize access to the Results to those who legitimately require access to them. Pearson reserves the right to monitor the access and use of the Results by the Institution and its authorized staff members. Pearson reserves the right to discontinue the Institution access to the Results if it is discovered that the Institution has violated the terms and conditions.

2.5 The Institution agrees to access the Results online in a secure way, which will not interfere with Pearson's website or its network.

2.6 Use of the Institution's Trademark/s. During the term of this Agreement, the Institution grants Pearson VUE the right to create Pearson VUE promotional materials using the institution owned materials pursuant to this Agreement, for such promotional materials in relation to LSAT—INDIA tests. For such period, the Institution grants Pearson VUE, and Pearson VUE accepts a non-exclusive, non-transferable, royalty-free, worldwide license to use the Institution's Trademarks if such use is in connection with Pearson VUE's promotional activities associated with the delivery of services hereunder. The Institution also grants



Pearson VUE the right to create a webpage for the Institution on the LSAT—India website using the logos/promotional materials from the Institution owned materials.

Upon expiration or termination of this Agreement, Pearson VUE agrees to cease all display, advertising and use of the Institution's Trademarks. Pearson VUE recognizes the Institution's ownership and title to the Trademarks and agrees that it will do nothing inconsistent with or adverse to such ownership, and that all use of the licensed Trademarks will accrue to the Institution. Pearson VUE recognizes the goodwill associated with the Institution's Trademarks and acknowledges that such goodwill belongs exclusively to the Institution.

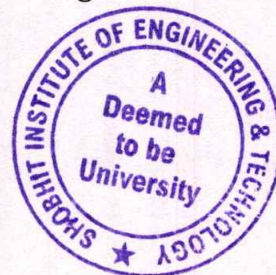
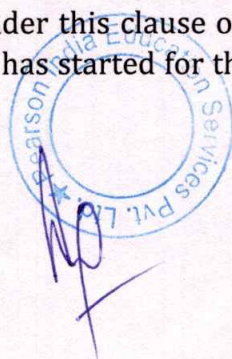
2.7 Sublicense and Authorization. Institution grants Pearson VUE a non-exclusive, non-transferable, royalty free, worldwide license to sublicense to LSAC and such Testing Center and their third-party vendors, the right to use Institution's Trademarks as set forth in Subsection 2.6 above.

2.8 Use of Pearson VUE Trademarks. During the term of this Agreement only, Pearson VUE grants to the Institution, and the Institution accepts, a non-exclusive, non-transferable, royalty-free, worldwide license to use relevant Pearson VUE Trademarks in connection with their promotional activities of its Tests pursuant to this Agreement. The Institution will place on the title or copyright page or other appropriate location of each edition or version of the Institution's promotional materials containing any reference to or use of Pearson VUE Trademarks, if any, an appropriate tagline attribution to, or such other notice as Pearson VUE may reasonably request. Any use of Pearson VUE's Trademarks will be in accordance with Pearson VUE's then-current Trademark usage policies. Upon expiration or termination of this Agreement, the Institution agrees to cease all display, advertising and use of Pearson VUE's Trademarks. The Institution recognizes Pearson VUE's ownership and title to the Trademarks and agrees that it will do nothing inconsistent with or adverse to such ownership, and that all use of the licensed Trademarks will accrue to Pearson VUE. The Institution recognizes the goodwill associated with Pearson VUE's Trademarks and acknowledges that such goodwill belongs exclusively to Pearson VUE.

3. Term and Termination.

3.1 This Agreement commences on the Effective Date and shall continue, unless terminated as provided in this Agreement, for an initial term of One (01) year ("Term"). Following the initial Term, this Agreement will automatically renew on the same terms and conditions for successive periods of one (01) year each, unless terminated earlier as provided in this Agreement. Nothing in this Agreement shall be interpreted as requiring either party to renew or extend this Agreement.

3.2 Termination. Either party can terminate the Agreement by giving thirty (30) days written notice to the other party. Neither party shall terminate the Agreement under clause 3.2 once the LSAT - India registration process starts for the year. Either party can terminate the Agreement under this clause only before first day of October of the year in which the LSAT registration has started for the successive year. This Agreement shall be co-terminus



with the Agreement between LSAC and Pearson VUE and shall terminate automatically on the termination of the Agreement between LSAC and Pearson VUE.


3.3 Termination based on Proprietary or Confidential Information. Effective immediately upon written notice to the other party, Pearson VUE may terminate this Agreement, and all rights and licenses granted herein, if the Institution violates or infringes, misappropriates, or otherwise violates the intellectual property, proprietary rights, or any Confidential Information of Pearson VUE, LSAC or Candidate.

4. Confidential Information. Each party acknowledges that in the course of performing under this Agreement, or in the course of discussing or negotiating statement of work(s) and/or any Exhibits or future agreements between the parties, a party may learn confidential, trade secret, or proprietary information concerning the other party or third parties to whom the other party has obligations of confidentiality ("Confidential Information"). The party receiving Confidential Information will be referred to as the "Receiving Party" and the party disclosing its Confidential Information will be referred to as the "Disclosing Party".

(a) "Confidential Information" means any and all information disclosed to the Receiving Party by the Disclosing Party, or its Agents either orally or in writing: (a) of a technical or conceptual nature consisting of or relating to the databases, software, software documentation, computer based test delivery system, systems, products, services or component parts owned, licensed to, developed or being developed by the Disclosing Party, including, without limitation, the information ascertained from plans, drawings, schematics, sketches, models or descriptions of processes, or from an inspection of facilities, or from computer programs, databases, software, computer hardware components, or other components of a similar nature; (b) relating to business plans, marketing plans or business opportunities of the Disclosing Party; (c) relating to the Disclosing Party's finances, business, or methods or proposed methods of doing business; or (d) other information that should reasonably have been understood by the Receiving Party, because of legends or other markings, the circumstances of disclosure, or the nature of the information itself, to be confidential to the Disclosing Party. Confidential Information shall expressly include any and all information derived from a party's proprietary information and the terms and conditions of this Agreement. Pearson VUE's Confidential Information shall include any intellectual property or licensed materials licensed to it by the Law School Admission Council. Each party acknowledges that it acquires only the right to use the Confidential Information of the other party under the terms and conditions of this Agreement for as long as this Agreement is in effect and that neither party shall acquire any rights of ownership or title in the Confidential Information. Upon termination or expiration of this Agreement, each party will return to the other party or certify that it has destroyed all materials containing any of the other party's Confidential Information that is held by that party or its employees, agents or contractors. If so requested by the Disclosing Party, the Receiving Party agrees to provide written confirmation to the Disclosing Party of its compliance with the terms of this Section.




Pearson VUE Service



SHRI CHHATRAPATI INSTITUTE OF ENGINEERING & TECHNOLOGY
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(b) Confidential Information does not include information which:

(aa) is or becomes a part of the public domain without breach of this Agreement or another agreement; (bb) is disclosed to the Disclosing Party by third parties without restrictions on disclosure;

(cc) is developed independently by the Receiving Party without reference to the Disclosing Party's materials or information; (dd) was in the Receiving Party's possession and the Receiving Party was able to disclose this information without breach of any other confidentiality arrangement before receiving such information from the Disclosing Party; or (ee) comes into the party's possession without breach by that party of any obligations of confidentiality.

(c) Protection of Confidential Information. The Receiving Party shall protect the Disclosing Party's Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as the Receiving Party uses to protect its own Confidential Information of a like nature. Except as may be authorized by the Disclosing Party in writing or necessary for Pearson VUE to deliver the LSAT—INDIA under this Agreement, the Receiving Party will (a) not disclose Confidential Information to any person who is not a party to this Agreement; (b) limit dissemination of Confidential Information only to its Agents having a "need to know"; and (c) have an appropriate written agreement with its Agents requiring that they comply with all of the provisions of this Agreement. Pearson VUE shall not be liable for disclosure of confidential information to a Candidate or as reasonably necessary to perform the services hereunder.

(d) In the event that the Receiving Party, or its Agents are compelled to disclose any Confidential Information pursuant to a valid order of a court or other government body, the Receiving Party will promptly notify the Disclosing Party and provide reasonable cooperation and reasonable efforts to the Disclosing Party in connection with the Disclosing Party's efforts to lawfully avoid or limit disclosure and preserve the confidentiality of the Confidential Information in such circumstances, if made in a fashion that maximizes the protection of the Confidential Information from further disclosure.

(e) Notwithstanding anything herein, Institution authorizes Pearson VUE to provide with a copy of this Agreement to LSAC along with other information or data as reasonably necessary to provide the services herein.

4.1 Data Protection. The Institution shall comply with, and shall not act in any way, which may breach, any law or regulation dealing with the processing of privacy and/or personal data relating to any individual or corporation (including without limitation the Information Technology Act, 2000; the (Indian) Contract Act, 1872 and any other applicable law or regulation. The Institution shall also comply with the Data Protection Act 1998 and the Freedom of Information Act 2000). The Institution agrees to establish secure safeguards to



protect such information from unauthorized use, disclosure and/or misuse. The Institution agrees to immediately inform Pearson of any unauthorized use, breach, loss or disclosure of the Results.

4.2 Should the Institution receive a request for information under the Right to Information Act 2005 or the Freedom of Information Act 2000, they agree to give Pearson a reasonable opportunity to comment prior to any response to the requestor.

5. Warranty. The Institution hereby represents and warrants to Pearson VUE that:

(a) It is established and validly existing under the laws of India and has obtained all requisite licenses/ approvals required by it to impart higher education in the field of law in India;

(b) the execution and delivery of this Agreement and its promises, agreements or undertakings under this Agreement do not or shall not result in any violation of or constitute a default under any term or provision of its constitutional documents, by-laws or other analogous document which may be framed or any agreement, instrument, judgment, decree or order, to which it is a party or by which it is bound;

(c) it has obtained all the approvals, consents and permits necessary or applicable under any applicable law for the execution, delivery and performance by it of this Agreement. The execution and delivery of this Agreement has been duly authorised and approved and does not require any further authorisation or consent of any third party;

(d) any representation or warranty made by it in this Agreement or in any certificate or other instrument delivered pursuant to this Agreement neither contains any untrue statement nor omits to state any material fact necessary to make the statements contained herein or therein misleading;

(e) upon execution, this Agreement will be its legal, valid and binding obligation, enforceable in accordance with its terms.

(f) it has independently perused the contents, methods of LSAT -I and is satisfied about its efficacy

5.1 WARRANTY DISCLAIMER: THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY PEARSON VUE.

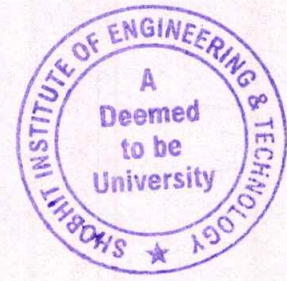
6. Indemnification.

6.1 The Institution will defend, indemnify, and hold harmless Pearson VUE, its parents, subsidiaries and affiliates, and its and their respective directors, officers, Testing Centers, partners, employees, Agents, independent contractors, successors and assigns from and



liability to the Institution as a result of any fraudulent misrepresentation or negligence causing death or personal injury.

8.11 How to Contact Us. If you have any questions or concerns about the terms and conditions, please contact us at LSATIndia@pearson.com



[Handwritten signature]

ANNEXURE - 1

The Institution will be provided following Services in accordance with the terms of this contract. Pearson VUE reserves right to modify/withdraw any or all of these Services anytime by giving notice of the same to the Institution and Pearson VUE will have no liability in the event any or all of these services are withdrawn/modified.

1. Branding Services:

- 1.1 Invitation to career counseling seminars.
- 1.2 Branding in students' outreach initiatives.
- 1.3 Banner space on LSAT—INDIA website in addition to the page on the site.
- 1.4 Three mailers to LSAT—INDIA registered candidates.
- 1.5 Branding opportunities in schools/colleges.

2. Operational Services.

2.1 Institution would be offered an interface through which they could monitor the LSAT—INDIA candidate registration status on real time basis.

