



LSAT—INDIA SERVICES AGREEMENT

This **LSAT—INDIA SERVICES AGREEMENT** (“**Agreement**”) is made at New Delhi on this 25 day of November, 2021 (“**Execution Date**”):

BETWEEN:

LSAG India LLP, a limited liability partnership incorporated under the laws of India, having LLPIN AAQ-5026 and having its registered office at H 26A, 2nd Floor, Kalkaji, New Delhi, South Delhi, Delhi, India, PIN - 110019 hereinafter referred to as the “**LSAG**” (which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and permitted assigns)

AND

School of Law and Constitutional Studies, Shobhit Institute of Engineering and Technology – (Deemed to be University), NH-58 Roorkee Road, Modipuram, Meerut (U.P.) PIN 250110 hereinafter referred to as the “**Institution**”, (which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and permitted assigns)

LSAG and the Institution shall hereinafter be collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS

- A. LSAC is involved in designing and developing test items and suitable scoring methodologies and algorithms under the names and style of the Test for use as an academic entrance test by law universities, colleges, schools and / or institutes in India for their law degree programmes.
- B. LSAG is involved in the marketing and promotion of the Test in India, the organisation of law forums and events with colleges and institutions in India and the performance of such other on-ground activities and services that may be required in relation to the administration and conduct of the Test in India.
- C. The Institution is an institution of repute in India offering a law degree programme to students and is desirous of admitting students into such Law Programme partly on the basis of their performance in the Test.
- D. The Institution and LSAG have entered into this Agreement to establish the terms and conditions for the services and activities to be performed by each Party during the Term of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, the following terms shall have the following meanings assigned to them herein below:

“**Admission Year**” shall mean each year during which the Institution shall grant admissions to prospective students to its law course after the Execution Date by way of the selection of students on the basis *inter alia* of their Scores on the Test.

“**Agreement**” shall mean this Agreement along with all exhibits, annexures and schedules attached hereto.

“**Applicable Law**” shall mean and include all statutes, enactments, acts of legislature or

parliament, laws, ordinances, rules, bye-laws, regulations, notifications, circulars, guidelines, policies, directions, directives, orders, decisions and judgments of any Indian Governmental Authority.

“**Arbitration Act**” shall mean the Arbitration and Conciliation Act, 1996, as amended from time to time.

“**Business Day**” shall mean any day other than a Saturday or Sunday or any days on which commercial banks are closed for business in New Delhi and Meerut.

“**Candidate**” shall mean an individual who successfully registers for the Test.

“**Candidate Information**” shall mean the details and information of the Candidates (with the exception of the debit / credit card information and other financial information) that are collected by LSAG and / or its affiliates at the time of the Candidate’s registration for the Test.

“**Claim**” shall mean any claim for indemnity against the Indemnifying Party pursuant to this Agreement.

“**Confidential Information**” shall mean with respect to each Party **(a)** any information concerning the organisation, business, intellectual property, technology, trade secrets, know-how, finance, transactions or affairs of the Party to this Agreement or any of their respective Representatives (whether conveyed in written, oral or in any other form and whether such information is furnished before, on or after the Execution Date); **(b)** the subject matter and provisions of this Agreement or the negotiations relating to this Agreement; and **(c)** any information whatsoever concerning or relating to: (i) any dispute or claim arising out of or in connection with this Agreement; (ii) the resolution of such claim or dispute; and (iii) any information or materials prepared by or for a Party or its Representatives that contain or otherwise reflect, or are generated from, Confidential Information.

“**Fees**” shall mean the fees payable by the Institution to LSAG as set out in Clause 8.

“**Governmental Authority**” shall mean (a) any government, any state regional, municipal or local government, or any political sub-division thereof; or (b) any entity, authority, ministry, agency, statutory corporation, bureau, board, undertaking, tribunal, arbitral body, court or other similar body exercising executive, legislative, judicial, regulatory or administrative authority or functions of or pertaining to government, including any authority or semi-governmental entity established to perform any of these functions.

“**Indemnified Party**” shall mean, collectively, LSAC, its officers, directors, employees and agents.

“**Indemnifying Party**” shall mean the Institution.

“**INR**” shall mean Indian Rupees, the national currency of India.

“**Institution Website**” shall mean the website of the Institution being www.shobhituniversity.ac.in

“**Intellectual Property**” shall mean

- (a) in relation to LSAG: the patents, trade-marks, rights in designs, copyrights rights in know-how and confidential information and rights in databases (whether or not any of these are registered and including any applications for registration of any such thing) of LSAG and / or its affiliates which subsist anywhere in the world as specifically identified in **Schedule 4** (*Intellectual Property of LSAG*); and
- (b) in relation to the Institution: the patents, trade-marks, rights in designs, copyrights rights in know-how and confidential information and rights in databases (whether or not any of these are registered and including any applications for registration of any such thing) of the Institution which subsist anywhere in the world as specifically identified in **Schedule 5** (*Intellectual Property of the Institution*). It is hereby clarified that LSAG may at its sole discretion by written intimation to the Institution, add or delete marks from its Intellectual Property.

“**Law Programme**” shall mean 5-year LL.B programme, 3-year LL.B programme and 1-year

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“**Licensing Party**” shall mean the Party that grants to the other Party, for the limited duration of the Term, a royalty-free, revocable, non-exclusive, non-transferable license to use its Intellectual Property solely in connection with the terms of this Agreement.

“**Loss**” or “**Losses**” shall mean damages, losses, liabilities, obligations, interests, penalties, taxes, claims of any kind, costs, charges (including without limitation those resulting from any actions, proceedings and claims), diminution in share value and includes all out-of-pocket expenses (including reasonable attorneys’ and accountants’ fees and disbursements).

“**LSAC**” shall mean the Law School Admission Council, Inc., a not-for-profit corporation organized under the laws of the State of Delaware in the United States of America having its principal offices at 662 Penn Street, Newtown, PA 18940.

“**Person**” shall mean any individual or other entity, whether a corporation, firm, company, joint venture, trust, association, organization, partnership or proprietorship, including any governmental agency or regulatory body.

“**Receiving Party**” shall mean the Party that receives, for the limited duration of the Term, a royalty-free, revocable, non-exclusive, non-transferable license to use the Licensing Party’s Intellectual Property solely in connection with the terms of this Agreement.

“**Representatives**” shall mean, collectively, each Party’s directors, officers, managers, employees, affiliates, legal, financial and professional advisors to whom Confidential Information is made available.

“**Scores**” shall mean an individual Test taker’s or a group of Test takers’ qualitative or quantitative measurement(s) attributed to such individual or group’s performance on the Test.

“**Seat**” shall mean a seat in an academic year of the Law Programme conducted by the Institution.

“**Test**” shall mean the ‘Law School Admission Test—India’ or ‘LSAT—India’ examination, owned by LSAC and which is administered in India through a third party vendor appointed by LSAC.

“**Website**” shall mean the Discover Law website at www.discoverlaw.in.

1.2 **Interpretation**

Unless the context otherwise requires, the following principles of interpretation shall apply:

- 1.2.1 In addition to the above terms, certain terms may be defined in the Recitals or elsewhere in this Agreement and wherever, such terms are used in this Agreement, they shall have the meaning so assigned to them.
- 1.2.2 All references in this Agreement to statutory provisions shall be construed as meaning and including references to:
 - (a) any statutory modification, consolidation or re-enactment made after the date of this Agreement and for the time being in force;
 - (b) all statutory instruments or orders made pursuant to a statutory provision; and
 - (c) any statutory provisions of which these statutory provisions are a consolidation, re-enactment or modification.
- 1.2.3 Words denoting the singular shall include the plural and words denoting any gender shall include all genders.
- 1.2.4 Headings, sub-headings, recitals, titles, subtitles to clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the annexures hereto and shall be ignored in construing the same.
- 1.2.5 References to Recitals, Clauses or Schedules are, unless the context otherwise requires, references to recitals, clauses and schedules of this Agreement. Schedules form an integral part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement

shall include a reference to the Schedules.

1.2.6 The words “include” and “including” are to be construed without limitation.

2. TERM AND TERMINATION

2.1 This Agreement shall be valid until 31st September 2022 with effect from the Execution Date, unless terminated earlier in accordance with the provisions of Clause 2 of this Agreement.

2.2 Either Party may terminate this Agreement if:

2.2.1 the other Party breaches any term or condition of this Agreement and fails to cure such breach within 30 (thirty) days after receipt of written notice of such breach by the other Party; and / or

2.2.2 the other Party becomes the subject of a voluntary or involuntary petition in bankruptcy or any voluntary or involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors.

2.3 It is hereby clarified that in case of occurrence of the events set out under (a) Clause 4.3 and Clause 6.1; and (b) Clause **Error! Reference source not found.**; and (c) 2.2, the Party as applicable shall have the right to forthwith terminate the Agreement.

2.4 Termination Without Cause:

In the absence of any cause by the other Party, either Party may terminate this Agreement after giving 30 (thirty) days prior written notice thereof to the non-terminating Party.

2.5 Consequences of Termination

2.5.1 In the event of expiration or termination of this Agreement, the Institution shall:

(a) cease to use and return the Confidential Information provided by LSAG; and

(b) cease to use the Intellectual Property of LSAG in any manner whatsoever.

2.5.2 In the event of expiration or termination of this Agreement, LSAG shall:

(a) cease to use and return the Confidential Information provided by the Institution;

(b) cease to use the Intellectual Property of the Institution in any manner whatsoever; and

2.5.3 immediately remove from the Website all signs and mentions relating to the Institution. Further LSAG shall discontinue any previously permitted use of any Intellectual Property of the Institution and shall cease all forms of advertising in connection with the Institution.

3. PURPOSE AND SCOPE OF SERVICES

3.1 Subject to the terms of this Agreement and in consideration of the Fees set forth in Clause 8.1 (Fees), the Parties hereby agree that on and from the Execution Date and continuing for the remainder of the Term:

3.1.1 LSAG shall provide certain services to the Institution as more specifically set out in Paragraphs under **Schedule 1, Clause 2** (*Obligations of the Institution; Scope of LSAG's Services*); and

3.1.2 the Institution shall be obligated to perform the actions described in Clause 5.1 (*Role and Obligations of the Institution*).

4. ELIGIBILITY CRITERIA

4.1 Commencing on the Execution Date and continuing for the remainder of the Term, the Institution agrees that it does and will satisfy the representations and warranties set out in Clause 4.1.

4.2 Commencing on the Execution Date and continuing for the remainder of the Term, the Institution

undertakes and warrants as follows:

- 4.2.1 The Institution is a degree granting institution in India that offers the Law Programme;
 - 4.2.2 The Institution is recognized by the Bar Council of India. A copy of such recognition is set out at **Schedule 2** (Copy of BCI Recognition); and
 - 4.2.3 The Institution agreement to accept the Test as one of its admission criterion for its Law Programme in the manner set forth in this Agreement.
- 4.3 In the event that the Institution fails to comply with or maintain compliance throughout the Term with each of the representations and warranties set forth in Clause 4.1, the Institution shall forthwith notify LSAG in writing of such failure or non-compliance. Following LSAG's receipt of written notification of such failure or non-compliance, LSAG, may, in its sole and exclusive discretion, either: **(a)** terminate the Agreement, effective immediately; or **(b)** provide the Institution with a cure period to remedy such failure or non-compliance.
- 4.4 In the event that LSAG permits the Institution to cure the failure or non-compliance and the Institution is unable to remedy the non-compliance or failure, LSAG, in its sole and exclusive discretion, may immediately terminate this Agreement upon the completion of the cure period or extend the cure period, as LSAG deems appropriate.

5. FUNCTIONS, ROLES AND OBLIGATIONS OF LSAG

- 5.1 LSAG shall within 5 (five) days from the completion of the scoring of the Test by LSAC, LSAG shall provide the Institution with the Candidate Information of Candidates who received a reportable Score on the Test, along with details of the Scores obtained by each such Candidate; provided, however, LSAG's delivery of the Scores to the Institution shall be conditioned upon LSAG's receipt of the payment of all outstanding Fees by the Institution prior to such delivery.

6. ROLE AND OBLIGATIONS OF THE INSTITUTIONS

- 6.1 The Institution shall provide LSAG with a written certificate confirming that it is in compliance with the requirements set out in **Schedule 1, Clause 1** (*Obligations of the Institution*) on or before the Execution Date.
- 6.2 In the event that the Institution fails to comply with the requirements set out in **Schedule 1, Clause 1** (*Obligations of the Institution*) at any time during the Term, the Institution shall notify LSAG in writing of such non-compliance. Upon LSAG's receipt of such written notice, LSAG may, in its sole and exclusive discretion, either: **(a)** terminate the Agreement, effective immediately; or **(b)** provide the Institution with a cure period to remedy such failure or non-compliance.
- 6.3 In the event that the Institution permits LSAG to cure the failure or non-compliance and LSAG is unable to remedy the non-compliance or failure pursuant to the provisions of Clause 6.2, the Institution, in its sole and exclusive discretion, may immediately terminate this Agreement upon the completion of the cure period or extend the cure period as the Institution deems appropriate.
- 6.4 The Institution shall:
- 6.4.1 forthwith notify LSAG of any change in the status of the matters set out in Clause 4.1 and **Schedule 1, Clause 1** (*Obligations of the Institution*) along with reasons for such change;
 - 6.4.2 maintain the Institution Website in accordance with the provisions set out in **Schedule 1, Clause 1** (*Obligations of the Institution*);
 - 6.4.3 select and appoint a point of contact between the Institution and LSAG, who shall act as the primary liaison between the Institution and LSAG for all matters arising out of and in connection with this Agreement, by providing the information required in **Schedule 3** (*Point of Contact*). The Institution shall notify LSAG in writing 10 (ten) Business Days prior to any change in the point of contact and shall provide a revised **Schedule 3** (*Point of Contact*) to LSAG in the event of any such change in the point of contact; and
 - 6.4.4 at all times comply with **(a)** the terms of LSAG's Privacy Policy and Security Practices Standards which are set out in **Schedule 6** (*Privacy Policy and Security Practice Standards of LSAG*) any other data sharing privacy policy or guidelines and the security practices and standards that may be prescribed and provided by LSAG for the use and storage of the

Candidate Information; and **(b)** all applicable data protection laws including but not limited to applicable provisions of the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, as may be amended from time to time with respect to the Candidate Information.

7. ALLOCATION OF SEATS

Within 30 (thirty) days of completion of the admission process by the Institution for each Admission Year during the Term, the Institution shall notify LSAG, in writing, of the total number of Seats it has allocated to Candidates along with the name and LSAT—India registration number of each Candidate.

8. FEES

8.1 Initial Fees: The Institution shall pay LSAG an amount equivalent to INR 1,20,000 (Indian Rupees One Hundred Twenty Thousand) inclusive of any applicable taxes for the Candidate Information and Scores of all Candidates who received a reportable score on the Test. Programme preferences for each Candidate will be indicated (the “**Initial Fees**”). The Initial Fees shall consist of (i) INR 1,00,000 (Indian Rupees One Hundred Thousand) for LSAG to provide for the Institution’s membership and candidate data, and (ii) INR 20,000 (Indian Rupees Twenty Thousand) as a one-time membership fee (the “**Membership Fee**”); provided, that, the Institution shall only be required to pay the Membership Fee during the first (1st) year of the Term.

8.2 Additional Fees: The Institution shall pay LSAG an amount equivalent to INR 10,000 (Indian Rupees Ten Thousand), inclusive of any applicable taxes, for any additional services relating to advertisements for branding and promotion for Institution on LSAG’s website, and Featured Law College. For purposes of this Agreement, the fees for additional services described in this Clause 8.2 shall be referred to as the “**Additional Fees**” and, collectively, the Initial Fees, Membership Fee, and Additional Fees may be referred to hereinafter as the “**Fees**.”

8.3 Payment of the Fees

8.3.1 With respect to the Initial Fees, an invoice shall be raised by LSAG on the Institution upon execution of this Agreement. The Institution shall submit payment of the Initial Fees, in full, to LSAG within thirty (30) days of LSAG’s delivery of the invoice to the Institution.

8.3.2 With respect to the Additional Fees, an invoice shall be raised by LSAG on the Institution within fifteen (15) days of the performance of the additional services described in Clause 8.2. The Institution shall submit payment of the Additional Fees within thirty (30) days of LSAG’s delivery of the invoice.

8.3.3 If the Institution fails to make payment of any of the Fees within the time period specified in Clauses 8.3.1 or 8.3.2, as applicable, LSAG shall at its discretion: **(a)** have a right to forthwith terminate this Agreement effective immediately; or **(b)** stop rendering the services to the Institution set forth in this Agreement until such time that the Institution makes full payment of all outstanding Fees.

9. INTELLECTUAL PROPERTY

9.1 Licensing Party hereby grants to the Receiving Party, only for the limited duration of the Term, a royalty-free, revocable, non-exclusive, non-transferable license to use its Intellectual Property solely in connection with the terms of this Agreement including without limitation for the purpose of advertising, marketing, organising and conducting events or other promotional activities. This license shall not be assigned, licensed or otherwise transferred by the Receiving Party to any Person, except with the prior written consent of the Licensing Party.

9.2 In the event that LSAG is the Licensing Party, any use of the Intellectual Property of LSAG by the Institution shall be in the format proscribed by LSAG and in accordance with the guidelines proscribed by LSAG. If any defects or other issues arise as a result of the Institution’s use of such Intellectual Property which reflect or may reflect unfavourably upon LSAG, LSAC and / or the Tests, LSAG shall have the right to require the Institution to correct such defects or resolve such issues as soon as possible. The Institution shall not publish or in any manner distribute any advertising or promotional material of any kind pursuant to this Agreement which bears any Intellectual Property

of LSAG or use the Intellectual Property in any manner until such materials and / or use have been approved in writing by LSAG.

- 9.3 The Receiving Party covenants that on or after the Execution Date, the Receiving Party shall not by itself or through its agents or third parties, use, register or make applications with any Governmental Authority or any other authority in respect of the Intellectual Property of the Licensing Party or any marks which are identical or deceptively similar to the Intellectual Property of the Licensing Party.
- 9.4 The Receiving Party covenants that on or after the Execution Date, the Receiving Party shall not use by itself or through its agents or third parties or in conjunction with any Person any Intellectual Property of the Licensing Party or any other trademark, domain name, corporate name or trade name in any alphabet script or language, comprising, imitating or confusingly or deceptively similar to the Intellectual Property of the Licensing Party.
- 9.5 The Receiving Party recognises the Licensing Party's right, ownership and title to the Intellectual Property and agrees that it will do nothing inconsistent with or adverse to such right, ownership and title and that any use of the Intellectual Property will inure to the Licensing Party. The Receiving Party recognises the goodwill associated with the Intellectual Property of the Licensing Party and acknowledges that such goodwill exclusively belongs to the Licensing Party.
- 9.6 Upon the termination or expiration of this Agreement, the Receiving Party agrees to cease all display, advertising and use of the Intellectual Property of the Licensing Party and return all Intellectual Property (including the hard and soft copies) that are in its possession.

10. CONFIDENTIALITY

- 10.1 Each Party agrees and undertakes that it shall keep confidential and shall not reveal, and shall ensure that its Representatives to whom Confidential Information is made available shall keep confidential and do not reveal, to any third party any Confidential Information, without the prior written consent of the relevant Party. 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 so long as this Agreement is in effect and neither Party shall acquire any rights of ownership or title in such Confidential Information.
- 10.2 Each Party acknowledges that the Confidential Information contains sensitive information (including, but not limited to, potential trade secrets of the other Party), the unauthorized disclosure of which would give rise to irreparable injury to the owner of the Confidential Information for which monetary damages would not be adequate. Accordingly, each Party acknowledges and agrees that such Party is entitled to seek and obtain any and all available remedies, including the ability to seek and obtain preliminary and permanent injunctive relief and any other equitable remedies available to such Party to prevent or cease the release or threatened release of Confidential Information. Notwithstanding the foregoing, this Clause 10.1 shall not preclude or in any way prevent either Party harmed by the release of Confidential Information from obtaining monetary damages in addition to the preliminary and permanent injunctive relief and any other equitable relief available to the non-breaching Party as a result of any breach of the terms and conditions contained in this Clause 9.6 (*Confidentiality*).
- 10.3 **Exceptions**

The provisions of Clause 10 above shall not apply to:

 - 10.3.1 disclosure of Confidential Information that is or comes into the public domain or becomes generally available to the public other than through the act or omission of or as a result of disclosure by or at the direction of a Party, or any of its Representatives;
 - 10.3.2 disclosure, after, where practicable, giving prior notice to the other Parties to the extent required under the order, direction or rules of any Governmental Authority or under Applicable Law;
 - 10.3.3 Confidential Information already known or already in the lawful possession of the Party receiving Confidential Information as of the date of its disclosure by the Person disclosing such Confidential Information; and / or
 - 10.3.4 Confidential Information disclosed by a Party to its professional advisers, auditors and bankers, its employees or representatives.
- 10.4 Upon the termination or expiration of this Agreement, each Party will return to the other Party

or certify to the other Party that it has destroyed all materials containing any of the other Party's Confidential Information that is held by that Party, its directors, employees, advisors, agents and / or contractors. In the event that it may be difficult for a Party to return or destroy all copies of electronic records containing the Confidential Information due to legal regulations or professional or industry standards that require the retention of such records, it is agreed that by the Parties that the terms of this Clause 9.6 (*Confidentiality*) shall continue to apply and survive the termination or expiry of the Agreement for so long as the Party holds or maintains the records of the Confidential Information. If requested, the receiving Party of the Confidential Information shall provide a written confirmation to the disclosing Party of its compliance with the terms of this Clause 9.6 (*Confidentiality*).

11. REPRESENTATIONS AND WARRANTIES

11.1 Each Party hereby represents and warrants to other as follows:

11.1.1 such Party has full power and authority to enter into, and comply with its obligations under this Agreement. The execution and delivery of this Agreement and the performance of the transactions contemplated therein have been duly authorised by all necessary corporate or other actions of such Party.

11.1.2 this Agreement constitutes valid and legally binding obligations on such Party enforceable in accordance with its terms. Such Party is not restrained prevented or inhibited by any contract or arrangement to which it is a party or an order of any court or any Governmental Authority or by Applicable Laws from entering into this Agreement or undertaking the obligations herein contained.

11.1.3 there is no order from any Governmental Authority or any claims, investigations or proceedings before any Governmental Authority pending against, or to the knowledge of the Institution, threatened in writing against or relating to the Institution, which could reasonably be expected to prevent such Party from fulfilling its obligations set out in this Agreement or arising from this Agreement.

11.1.4 the execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby, and the fulfilment of and compliance with the terms and conditions hereof, do not conflict with or violate, or accelerate any obligation under the terms, conditions and / or provisions of any **(a)** contractual obligations or arrangements entered into or applicable otherwise to such Party; or **(b)** any provisions of the organizational documents of such Party; **(c)** contravene any Applicable Laws, regulation or order of any Governmental Authority or any judgment or decree of any court having jurisdiction; and / or **(d)** result in a breach or default or conflict with any order or direction of a Governmental Authority against, or binding upon such Party.

11.1.5 such Party is not insolvent or unable to pay its debts nor have any insolvency or winding up proceedings of any character, including without limitation bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting such Party, have been presented by such Party or resolution passed or notice in writing of the same been received by such Party in this behalf, nor has such Party appointed, or received or sent any written notice for the appointment of, a liquidator or provisional liquidator or administrator to such Party or any of its assets.

12. INDEMNITY

12.1 The Indemnifying Party hereby agrees to indemnify, defend, and hold harmless the Indemnified Party against any and all Losses incurred or suffered by the Indemnified Party owing to or arising out of or in connection with:

12.1.1 any inaccuracy, mis-statement or any breach of any representation, warranty or covenants made by the Indemnifying Party under this Agreement;

12.1.2 failure by the Indemnifying Party to fulfil any agreement, covenant or condition contained in this Agreement, including, but not limited to, Clause 6.4.9(b);

12.1.3 any claim or proceeding by any third party against the Indemnified Party arising out of any act, deed or omission by the Indemnifying Party;

12.1.4 any claim, suit and / or proceeding brought against the Indemnified Party alleging that

the use of the Intellectual Property of the Indemnifying Party pursuant to the terms of this Agreement infringes any third party intellectual property; and

12.1.5 the negligence or willful misconduct of the Indemnifying Party.

12.2 **Claim**

12.2.1 Any Claim shall be made by the Indemnified Party by notice in writing to the Indemnifying Party.

12.2.2 The Indemnifying Party shall within 30 (thirty) days of receipt of a notice from the Indemnified Party setting out the details of the Claim and supporting documents in relation thereto, where available and reasonably possible, reimburse the Indemnified Parties an amount equal to all Losses.

12.3 The rights of the Indemnified Party pursuant to this Clause 11.1.5 (*Indemnity*) shall be in addition to and not exclusive of, and shall be without prejudice to, any other rights and remedies available to such Indemnified Party at equity or law including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

13. **SURVIVAL**

The provisions of Clause 9.6 (*Confidentiality*), Clause 13 (*Survival*), Clause 14 (*Governing Law*), Clause 15 (*Dispute Resolution*) and Clause 16 (*Miscellaneous*) shall survive the termination of this Agreement and nothing herein shall relieve any Party from its obligations under such provisions or from any liability pursuant to this Agreement prior to its termination.

14. **GOVERNING LAW**

This Agreement and each Party's rights and obligations hereunder shall be governed by, subject to and construed in accordance with the laws of India.

15. **DISPUTE RESOLUTION**

15.1 Any dispute or claim arising out of or in connection with or relating to this Agreement or the breach, termination or invalidity hereof, shall be referred at the request in writing ("**Dispute Notice**") of any Party to binding arbitration by a panel of 3 (three) arbitrators (the "**Arbitration Board**") in accordance with the provisions of the Arbitration Act.

15.2 Within 15 (fifteen) days of a Party having served a Dispute Notice, the dispute or claim arising out of this Agreement shall be referred to a panel of 3 (three) arbitrators, where LSAG shall appoint 1 (one) arbitrator and the Institution shall collectively appoint 1 (one) arbitrator, and the third arbitrator shall be appointed by the two arbitrators so appointed by LSAG and the Institution.

15.3 The seat and venue of the arbitration shall be New Delhi and the language of the arbitration shall be English.

15.4 Any award made by the Arbitration Board shall be final and binding on each of the Parties that were parties to the dispute.

16. **MISCELLANEOUS**

16.1 **Notices**

16.1.1 Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant Party at its address, email or fax number set out below (or such other address or email address as the addressee has by 5 (five) Business Days' prior written notice specified to the other Parties). Any notice, demand or other communication given or made by letter between countries shall be delivered by airmail as well as by way of an email sent to the relevant Party. Any notice, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered: (a) if delivered in person or by messenger, when proof of delivery is obtained by the delivering Party; (b) if sent by post within the same country, on the third day following

posting; (c) if given or made, upon receipt of a transmission report confirming dispatch; and (d) if sent by email, the date on which such email is sent provided that the sender has not received a message notifying failure of delivery. The address and facsimile for the purposes of this Agreement are as follows:

In the case of notices to LSAG:

Address: 1st Floor, WeWork Forum,
DLF Cyber City, Phase - III,
Sector 24, Gurugram, HR - 122002

Attention: Neetu Dhadwal

Email: ndhadwal@lsac.org

With a copy to:

Address: 1st Floor, WeWork Forum
DLF Cyber City, Phase – III
Sector 24, Gurugram, HR – 122002

Attention: Yusuf Abdul-Kareem

Email: yabdul-kareem@lsac.org

In the case of notices to the Institution:

Address: Shobhit Institute of Engineering and Technology -
Deemed to be University, NH-58, Roorkee Road,
Modipuram, Meerut (U.P.) – India PIN-250110

Attention: Registrar/Director Law

Email: registrar@shobhituniversity.ac.in ;
imran@shobhituniversity.ac.in

16.1.2 All notices shall be deemed to have been validly given on (a) the Business Day immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission; (b) the Business Day immediately after the date of transmission, if transmitted by email transmission; and (c) upon receipt, if sent by post.

16.1.3 Either Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to all the other Party not less than 10 (ten) days prior written notice.

16.2 **Further Assurances**

Each Party undertakes to execute or procure the execution of such documents and do or procure the doing of such acts and things that the other Party may reasonably require for the purpose of giving such Party the full benefit of all provisions of this Agreement or any documents related thereto.

16.3 **Severability**

Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part. To the extent that any provision or provisions of this Agreement are unenforceable they shall be deemed to be deleted from this Agreement, and any such deletion shall not affect the enforceability of the remainder of this Agreement not

so deleted provided the fundamental terms of the Agreement are not altered.

16.4 **Amendments**

This Agreement may not be amended, modified or supplemented except by a written instrument executed by each of the Parties.

16.5 **Waiver**

No waiver of any provision of this Agreement shall be effective unless set forth in a written instrument signed by the Party waiving such provision. No failure or delay by a Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by a Party of any breach by any other Party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.

16.6 **Assignment**

This Agreement and the rights and liabilities hereunder shall bind and inure to the benefit of the respective successors of the Parties hereto. The Institution shall not assign or transfer any of their rights and liabilities hereunder to any other Person without the prior written consent of LSAG. It is hereby clarified that LSAG may be entitled to assign and / or subcontract its obligations under this Agreement.

16.7 **Reservation of Rights**

No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision. Any waiver or acquiescence by any Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of this Agreement or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in this Agreement.

16.8 **Independent Rights**

Each of the rights of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.

16.9 **Specific Performance**

Each Party acknowledges and agrees that the breach of this Agreement would cause irreparable damage to the other Parties and that the other Parties may not have an adequate remedy at law. Therefore, the obligations of each Party under this Agreement, shall be enforceable by a decree of specific performance issued by any court of competent jurisdiction, and appropriate injunctive relief may be applied for and granted in connection therewith. Such remedies shall, however, be cumulative and not exclusive and shall be in addition to any other remedies which any Party may have under this Agreement or otherwise.

16.10 **Non-Exclusive Remedies**

The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any Party may otherwise have under Applicable Law or in equity. The rights and remedies of any Party based upon, arising out of or otherwise in respect of any inaccuracy or breach of any representation, warranty, covenant or agreement or failure to fulfill any condition shall in no way be limited by the fact that the act, omission, occurrence or other state of facts upon which any claim of any such inaccuracy or breach is based may also be the subject matter of any other representation, warranty, covenant or agreement as to which there is no inaccuracy or breach. In addition to any action for damages as a result of either Party's breach of the terms and conditions contained in this Agreement, either Party shall have the right to seek any other remedy at law or in equity in lieu of or in addition to any remedies provided under this Agreement.

16.11 **Cost And Expenses**

Each of the Parties hereto shall pay their own costs and expenses relating to the negotiation,

preparation and execution of this Agreement and all other documents related to the Agreement.

16.12 **Entire Agreement**

This Agreement constitutes the entire agreement of the Parties relating to the subject matter hereof and supersedes any and all prior agreements, including letters of intent and term sheets, either oral or in writing, between the Parties hereto with respect to the subject matter herein.

16.13 **Partial Invalidity**

If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any law or regulation or government policy, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the invalid and unenforceable provision.

16.14 **No Partnership or Agency**

Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership amongst the Parties. No Party shall have the right or authority to assume, create or incur any liability or obligation, express or implied, against, in the name of, or on behalf of another Party, and no Party shall hold himself out as an agent for the other Party or any of them, except with the express prior written consent of the other Party.

16.15 **Counterparts**

This Agreement may be executed in one or more counterparts including counterparts transmitted by facsimile, each of which shall be deemed an original, but all of which signed and taken together, shall constitute one document.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

For and on behalf of **LSAG India LLP**



By: Neetu Dhadwal

Title: Director of Business Operations

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

For and on behalf of **School of Law and Constitutional Studies, Shobhit Institute of Engineering and Technology – Deemed to be University**



By: Dr. Ganesh Bharadwaj
Title: Registrar (Officiating)

SCHEDULE 1

OBLIGATIONS OF THE INSTITUTION; SCOPE OF LSAG'S SERVICES

1. Institution's Obligations

During the Term of the Agreement, the Institution shall satisfy the following obligations:

- 1.1 on the Institution Website, feature and mention on its 'Admissions' Page that the Scores of the Test are an accepted mode of the admissions process to the law degree programme of the Institution;
- 1.2 on the Institution Website, feature the banner/mark of the 'Test', in the form provided by LSAG, on its Admissions Page;
- 1.3 maintain, in the form specified by LSAG, all academic data and information of the Candidates that the Institution enrolls as its students and provide such information to LSAG on an annual basis. Such data shall include **(a)** the LSAT—India registration number of the Candidate; **(b)** the grades of each Candidate during each Academic Year at the Institution; and **(c)** details / descriptions of the course chosen by the Candidate at the Institution; and
- 1.4 Such other requirements that may be prescribed by the Bar Council of India from time to time.

2. Scope of LSAG's Services

During the Term of the Agreement, LSAG shall be responsible for performing the following services on behalf of the Institution:

- 2.1 on LSAG's website, LSAG shall mention the name of the Institution as institution that accepts LSAT—India scores for admission to its Law Programme; and
- 2.2 LSAG and / or its affiliates, as the case may be, shall endeavour to compile and maintain an information bank of data pertaining to the Candidates, including without limitation: **(a)** Candidate Information provided by the Candidates at the time of registration for the Test; and **(b)** academic data and information of the Candidates provided to it by the Institution; and **(c)** any other information that is provided by the Institution to LSAG pursuant to this Agreement.

SCHEDULE 2
COPY OF BCI RECOGNITION

E-mail : bciinfo21@gmail.com
info@barcouncilofindia.org
Website : www.barcouncilofindia.org



Tel. : (91) 011-4922 5000
Fax : (91) 011-4922 5011

भारतीय विधिज्ञ परिषद्
BAR COUNCIL OF INDIA

(Statutory Body Constituted under the Advocates Act, 1961)

21, Rouse Avenue Institutional Area, Near Bal Bhawan, New Delhi - 110002
BCI: D: 802/2021 (LE/App/Afflin) Dated 10.08.2021

To,

The Registrar,
Shobhit University,
Dulhera Marg, NH – 58,
Modipuram,
Distt. Meerut - 250110
Uttar Pradesh

Sub: Extension of provisional temporary approval of affiliation to Faculty of Law, Shobhit University, Meerut, Uttar Pradesh for three year LL.B as well as five year BA LL.B, five year BBA LL.B (H) and five year B.Com LL.B (H) law courses for the academic year 2021-2022 with the prevalent/existing sections (earlier specifically approved in writing by BCI) with intake of not more than 60 students in one section.

Sir,

This is with reference to above mentioned subject **regarding extension of provisional approval of affiliation Faculty of Law, Shobhit University, Meerut, Uttar Pradesh** which has already applied for extension of approval of affiliation for the academic year 2021-2022

This is to bring to your kind knowledge that the following resolution was passed on 24th June, 2021 by the standing committee of Legal Education Committee of Bar council of India. with respect to grant of provisional approval of affiliation for academic year 2021-2022 for those centers of Legal Education which have applied for approval of affiliation for the academic year 2021-2022.

RESOLVED that the existing Centers of Legal Education inclusive of Recognized Universities, University Law Departments, colleges/Law Schools (i) whose inspection fee has been deposited and application for extension of approval of affiliation is pending, but, no inspection could be done; or (ii) though the inspection has been done, but inspection report could not be placed before the Legal Education Committee or before the Standing Committee for its consideration, such Centers of Legal Education/colleges are allowed to continue to admit students.

Typed by
Fee & G.A Checked: MJ
Default Amt : J.C.T.
Compliance: RS
Meeting Letter : MJ

SCHEDULE 3
POINT OF CONTACT

Name: Dr Mohd Imran

Designation: Associate Director

Contact Number: +91 9997981659

Email: imran@shobhituniversity.ac.in

ADDITIONAL CONTACT DETAILS

A.

- a. **Name: Prof. (Dr) Ajay Rana**
- b. **Designation: Vice-Chancellor**
- c. **Contact Number: +91 7617505010**
- d. **Email: vicechancellor@shobhituniversity.ac.in**

B.

- a. **Name: Dr Ganesh Bharadwaj**
- b. **Designation: Registrar (Officiating)**
- c. **Contact Number: +91 9868490962**
- d. **Email: registrar@shobhituniversity.ac.in**

C.

- a. **Name: Ms. Mehak Batra**
- b. **Designation: Assistant Professor and Head of the Department (Law School)**
- c. **Contact Number: +91 8930515575**
- d. **Email: mehak.batra@shobhituniversity.ac.in**


D.



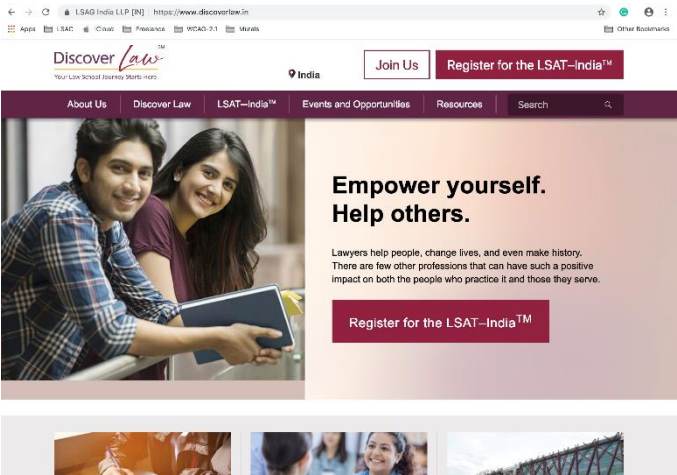
- a. **Name: Mr. Ajay Verma**
- b. **Designation: Head of Marketing**
- c. **Contact Number: +91 8791000759**
- d. **Email: ajay.verma@shobhituniversity.ac.in**

E.

- a. **Name: Mr. Anant Tyagi**
- b. **Designation: Head of Admissions**
- c. **Contact Number: +91 7617505012**
- d. **Email: anant.kumar@shobhituniversity.ac.in**

SCHEDULE 4
INTELLECTUAL PROPERTY OF LSAG

Law School Admission Test—India by LSAC	
LSAT—India	LSAT—India™
LSAC	
LSAC Plus Design (Logo)	 Law School Admission Council
LSAC Global Design (Logo)	
Discover Law	 Your Law School Journey Starts Here.
Discover Law Design	
Official LSAT—India PrepTest	

<p>The Official LSAT—India SuperPrep</p>	
<p>The Official LSAT—India Handbook</p>	
<p>Discoverlaw.in (domain name)</p>	

SCHEDULE 5
INTELLECTUAL PROPERTY OF THE INSTITUTION

<p>Shobhit Institute of Engineering and Technology – Deemed to be University Logo</p>	
<p>Shobhit Institute of Engineering and Technology – Deemed to be University Logo</p>	

SCHEDULE 6

PRIVACY POLICY AND SECURITY STANDARDS OF LSAG

With respect to the collection, storage, transfer, and use of LSAG's Candidate Information, Confidential Information, and any other LSAG data transmitted to you (collectively, "**LSAG's Data**"), you agree to comply with (i) all applicable governmental laws, rules, and regulations, (ii) LSAG's Privacy Policy (available at <https://www.lsac.org/about/lsac-policies/privacy-policy>), and (iii) generally accepted industry standards. You agree you will only collect, store, transfer and use LSAG's Data as is necessary and to the extent required to perform the services pursuant to the Agreement.

If you discover or are notified of an incident relating to LSAG's Data, you will immediately: (a) notify LSAG of such breach or potential breach, but in no event more than twenty-four (24) hours after discovery; (b) in consultation with LSAG, investigate and remediate such breach or potential breach; (c) to the extent that such breach or potential breach resulted from a failure or deficiency in your systems or procedures, provide LSAG with satisfactory assurances of the measures it has taken to prevent such breach or potential breach from recurring. You shall cooperate fully to assist LSAG in: identifying individuals potentially affected by the breach; conducting any risk assessment; providing any notifications to affected parties; and mitigating the effects of the breach, including by offering credit monitoring and identify theft prevention services to affected individuals. LSAG has sole discretion over the content, method, and timing by which such notice is provided to the affected parties; provided, however, you shall not, in any event, provide any notice to the affected parties without LSAG's express written consent. If LSAG determines that establishment of a toll-free telephone contact number is necessary to handle inquiries relating to the breach and requests you to provide staffing to respond to calls to the toll-free number, you shall provide the requested staffing at your cost. To the extent that the breach of LSAG's Data resulted from acts or omissions of you or your subcontractors, you shall be responsible for all costs incurred by either LSAG or yourself in connection with any act or omission performed by you under the Agreement.