



Shobhit
Institute of Engineering & Technology
Deemed to-be-University

EDUCATION EMPOWERS

Shobhit Institute of Engineering & Technology
A NAAC Accredited Deemed to-Be University
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Ref: SU/RO/FCOL/01/2021

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Dated: 16th June, 2021

To

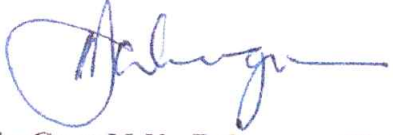
M/s Pearson VUE,
Ground Floor, S.B. Tower, 1A/1
Sector- 16A, NOIDA-201301(UP)

Sub: MoU with Pearson Undergraduate Entrance Exam.

Dear Sir/Madam,

1. Kindly refer your e.mail dated 14th June, 2021.
2. 2 copies of the MoU are enclosed herewith for countersignature and return one copy for record, please.




Gp Capt M.N., Bahuguna (Rtd)
Registrar



Encl: 2 copies of MoU

PEARSON UNDERGRADUATE ENTRANCE EXAM
Institution Recognition Form

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

Fields marked * are mandatory

* Institution ("Institution")	Shobhit Institute of Engineering and Technology (Deemed to-be University)
* Authorizing Contact	Dr. Ganesh Bhardwaj
* Designation	Registrar
* Email	registrar@shobhituniversity.ac.in
* Telephone (Incl. area code)	0121-2575091, M-9868490962
* Institutional Web Address	www.shobhituniversity.ac.in
* Institution/Organization Address (including CITY, STATE, PINCODE, COUNTRY)	NH-58, Modipuram, Meerut -250110 (UP)

* Program Address (if different)

Address1

Address2

City

State/Province/County

Post Code/Zip Code

To become a recognizing institution please complete your details

Fields marked * are mandatory.

As the admission criteria "Institution" agree to recognize Pearson Undergraduate Entrance Exam scores to grant admissions to its Undergraduate Courses. The Institution shall treat Pearson Undergraduate Entrance Exam scores at par with any other entrance/admission test scores and subject to candidates fulfilling the eligibility requirements setup by the Institution. 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. Pearson VUE will not charge any cost to Institution for providing services under this Agreement. No personal names or contact details will be published.



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 or its affiliates.

- 1.7 "Pearson Undergraduate Entrance Exam" means the Undergraduate Admission Test for Universities, Colleges and Educational Institutions developed and delivered by Pearson VUE.
- 1.8 "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 Pearson Undergraduate Entrance Exam.
- 1.9 "Testing Center" shall mean a physical facility operated by or on behalf of Pearson VUE used in administering the Pearson Undergraduate Entrance Exam.
- 1.10 "Trademark" shall mean a general reference to registered and non-registered trademarks, service marks or certification marks.

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 Pearson Undergraduate Entrance Exam promotional materials before obtaining Pearson VUE's written consent as set forth in this Subsection. Institution acknowledges that the complete trademark for the Pearson Undergraduate Entrance Exam is "Pearson Undergraduate Entrance Exam by Pearson VUE". Institution may use either or both trademarks consistent with these terms and conditions, but may not use variants thereof, when referring to the Pearson Undergraduate Entrance Exam.

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. Pearson VUE 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 Pearson VUE's Trademark and/or Pearson VUE's 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 Pearson VUE's Intellectual Property, along with an appropriate tagline attribution to, or such other notice as Pearson VUE may reasonably request and provide in advance. Institution will not contest Pearson VUE's Intellectual Property Rights in the Pearson VUE Intellectual Property and shall not act in a manner that would tarnish, adversely affect or disparage the Pearson VUE's intellectual property rights and its reputation. Without limiting the foregoing, Institution will not, except as expressly permitted by Pearson VUE, use or apply for registration of (a) any of Pearson VUE's Intellectual Property, or (b) any marks or names that, in the opinion of Pearson VUE, are confusingly or deceptively similar to, or that otherwise incorporate Pearson VUE's Trademarks or other design. Upon expiration or termination of this Agreement, Institution agrees to cease all display, advertising and use of Pearson VUE Intellectual Property. Upon termination or expiration of this Agreement, Institution shall forthwith return to Pearson VUE all Pearson VUE Intellectual Property including soft and hard copies of the Pearson VUE Intellectual Property that are in the possession of and/or control of Institution and/or its respective employees and agents. If so requested by Pearson VUE, Institution shall provide written confirmation to Pearson VUE of its

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 and provide in advance. Any use of Pearson VUE's Trademarks will be as approved by Pearson VUE in advance. The Parties agree that the Pearson VUE shall review and approve the promotional material incorporating Pearson VUE's proprietary material proposed to be used by the Institution for promotional purposes under this Agreement. 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 Pearson Undergraduate Entrance Exam 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 Pearson Undergraduate Entrance Exam registration has started for the successive year. Pearson VUE shall terminate this Agreement with 15 days' notice if Pearson VUE decides not to conduct Pearson Undergraduate Entrance Exam.

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, 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

of this Agreement to its affiliates 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 agrees to establish secure safeguards to protect such information from unauthorized use, disclosure and/or misuse. The Institution agrees to immediately inform Pearson VUE of any unauthorized use, breach, loss or disclosure of the Results.

5. **Warranty.** Both Parties hereby represents and warrants to each other that:

- a) Both Parties have been established and validly existing under the laws of India and Institution has obtained all requisite licenses/ approvals required by it to impart Undergraduate Programs in India
- b) Both Parties have 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 authorized and approved and does not require any further authorization or consent of any third party
- c) any representation or warranty made by the Parties 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
- d) upon execution, this Agreement will be its legal, valid and binding obligation, enforceable in accordance with its terms.
- e) The Institution represents that it has independently perused the contents, methods of the Pearson Undergraduate Entrance Exam and is satisfied about its efficacy
- f) Both Parties represent and warrant that they will not use each other's IP in such a manner so as to amount to infringement of any third-party IP rights.

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 THE PARTIES.**

6. **Indemnification.**

Institution agrees to indemnify, defend, and hold harmless Pearson VUE and Pearson VUE's directors, officers, employees, successors, and assigns from and against any and all third party claims, demands, losses, liabilities, actions, lawsuits, proceedings, judgments, awards, and expenses (including reasonable attorneys' fees) to the extent resulting from Institutions (a) breach of this Agreement; (b) breach of Confidentiality provisions; (c) Violation of Pearson's Website Terms of Use and Pearson Privacy Policy; (d) Violation of Laws (e) infringement of Pearson VUE's Intellectual Property; or (f) failure to accept Pearson Undergraduate Entrance Exam scores subject to candidate fulfilling Institution's admissions eligibility criteria.

7. **Limitation of Remedies and Limitation of Liability.**

7.1 In no event shall Pearson VUE be entitled to Institution for indirect, special, incidental,

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8.8 Governing Law, Venue Attorneys' Fees and Arbitration.

This Agreement and its performance shall be governed by and construed in all respects in accordance with the laws of India. In the event of a dispute relating to any of the matters set out in this Agreement, parties to the dispute shall each appoint one nominee/representative who shall discuss in good faith to resolve the difference. In case the difference is not settled within 30 (thirty) days, it shall be referred to arbitration in accordance with the Arbitration & Conciliation Act, 1996 to a sole arbitrator mutually appointed by the Parties. The place of arbitration shall be New Delhi. The award of the arbitral tribunal shall be final and conclusive and binding upon the Parties.

8.9 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to create any rights in, be deemed to have been executed for the benefit of, nor confer upon any other person or entity not a party hereto any remedy, claim, liability, reimbursement, cause of action or other rights.

8.10 Disclaimer.

- a) Pearson does not warrant that access to the Results will be uninterrupted, free of viruses or that the Results themselves will be error free. The Institution is solely responsible for all costs, expenses and damages arising out of its access to the Results on account of such interruptions, viruses or errors. Pearson VUE shall not be liable to the Institution for direct, indirect, special, consequential loss or damages of any nature whether such liability is asserted on the basis of contract, tort or otherwise. Nothing in these terms and conditions shall exclude either party's liability to the as a result of any fraudulent misrepresentation or negligence of the other party.

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

