



## LSAT—INDIA SERVICES AGREEMENT

This **LSAT—INDIA SERVICES AGREEMENT** ("Agreement") is made at New Delhi on this 14 day of June, 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

**Arka Jain University**, D28 Danish Arcade, Opp. Asian Inn Hotel, Dhatkidih, Bistupur, Jamshedpur, Jharkhand- 831001, 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. LSAG (as defined hereinafter) is involved in *inter alia* designing and developing test items and suitable scoring methodologies and algorithms under the names and style of the 'Law School Admission Test – India by the Law School Admission Council' or 'LSAT—India' 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 *inter alia* 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 set out their understanding in relation to the services and activities to be performed by each of them 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 Jamshedpur.

**"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.

**"Confidential Information"** shall have the meaning ascribed to the term under Clause 10.2.

**"Fees"** shall mean the fees payable by the Institution to LSAG as set out in **Schedule 6** (Fees).

**"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 have the meaning ascribed to the term under Clause 12.1.

**"Indemnifying Party"** shall have the meaning ascribed to the term under Clause 12.1

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

**"Institution Website"** shall mean the website of the Institution being [www.arkajainuniversity.ac.in](http://www.arkajainuniversity.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 7** (*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 8** (*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.

**"Licensing Party"** shall have the meaning ascribed to the term under Clause 9.1.

**"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, 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 have the meaning ascribed to the term under Clause 9.1.

**"Representatives"** shall have the meaning ascribed to the term under Clause 10.1.

**"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 degree 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](http://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 Reference to days, months and years are to calendar days, calendar months and



calendar years, respectively unless specified otherwise.

1.2.7 Any reference to "writing" shall include printing, typing, lithography and other means of reproducing words in visible form.

1.2.8 The words "include" and "including" are to be construed without limitation.

## 2. TERM

This Agreement shall be valid until 31<sup>st</sup> October 2021 with effect from the Execution Date, unless terminated earlier in accordance with the provisions of Clause 13 (*Termination*) of this Agreement.

## 3. PURPOSE AND SCOPE OF SERVICES

3.1 Subject to the terms of this Agreement and in consideration of the Fees set forth in **Schedule 6 (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 3 (Scope of Services)**; and

3.1.2 the Institution shall be obligated to perform the actions described in Clause 6 (*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 4.2.

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 a law degree programme;

4.2.2 The Institution is recognized by the Bar Council of India. A copy of such recognition is set out at **Schedule 4 (Copy of BCI Recognition)**.

4.2.3 The Institution is and shall be in compliance with all applicable laws including the University Grants Commission Act, 1956 and the rules and regulations issued thereunder, as may be amended from time to time.

4.2.4 The Institution has in its name either freehold or leasehold, adequate land and buildings such that it can effectively run its law programme;

4.2.5 The Institution has not received any adverse notice and does not have knowledge of any pending adverse notice from any Governmental Authority or any adverse notice under Applicable Laws that affects or is likely to affect its ability to carry out and administer the law programme; and

4.2.6 The Institution agrees 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 4.2, 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:

- 5.1.1 maintain the Website in accordance with the provisions set out in **Part A of Schedule 2** (*Requirements in Relation to the Website*); and
- 5.1.2 undertake such actions as necessary to provide the services set out in Paragraphs under **Schedule 3** (*Scope of Services*) of this Agreement.

## 6. ROLE AND OBLIGATIONS OF THE INSTITUTIONS

- 6.1 Notwithstanding anything else contained in this Agreement, the Institution shall at all times meet the requirements stipulated by LSAG, as more specifically set out in **Schedule 1** (*Requirements Prescribed by LSAG*) or as may be notified by LSAG in writing, from time to time.
- 6.2 The Institution shall provide LSAG with a written certificate confirming that it is in compliance with the requirements set out in **Schedule 1** (*Requirements Prescribed by LSAG*) on or before the Execution Date.
- 6.3 In the event that the Institution fails to comply with the requirements set out in **Schedule 1** (*Requirements Prescribed by LSAG*) 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.
- 6.4 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 6.3, 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.
- 6.5 The Institution shall:
  - 6.5.1 forthwith notify LSAG of any change in the status of the matters set out in Clause 4.2 and **Schedule 1** (*Requirements Prescribed by LSAG*) along with reasons for such change;
  - 6.5.2 maintain the Institution Website in accordance with the provisions set out in **Part B of Schedule 2** (*Requirements in Relation to the Institution Website*);
  - 6.5.3 maintain, in the form specified by LSAG, all academic data and information of the Candidates it 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.
  - 6.5.4 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 5** (*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 5** (*Point of Contact*) to LSAG in the event of any such change in the point of contact...
  - 6.5.5 at all times comply with **(a)** the terms of LSAG's Privacy Policy and Security Practices Standards which are set out in **Schedule 9** (*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 In consideration for the services rendered by LSAG on behalf of the Institution pursuant to this Agreement, the Institution agrees to pay LSAG the Fees in the amount and manner set forth in **Schedule 6** (*Fees*).

8.2 In case the Institution fails to make payment of the Fees within the time period specified in **Schedule 6** (*Fees*), LSAG shall at its discretion **(a)** have a right to forthwith terminate this Agreement effective immediately; or **(b)** stop rendering the services set out in Clause 5 (*Functions, Roles and Obligations of LSAG*) to the Institution until such time that the Institution makes full payment of any outstanding Fees.

## **9. INTELLECTUAL PROPERTY**

9.1 Each Party ("**Licensing Party**") hereby grants to the other Party ("**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.





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 directors, officers, managers, employees, affiliates, legal, financial and professional advisors (collectively, "**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 10.2 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 10 (*Confidentiality*).
- 10.3 The term "**Confidential Information**" as used in this Agreement 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.
- 10.4 **Exceptions**  
The provisions of Clause 10.1 above shall not apply to:
- 10.4.1 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;
- 10.4.2 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;
- 10.4.3 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
- 10.4.4 Confidential Information disclosed by a Party to its professional advisers, auditors and bankers, its employees or representatives.
- 10.5 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 10 (*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 10 (*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 Institution ("**Indemnifying Party**") hereby agrees to indemnify, defend, and hold harmless LSAG, its officers, directors, employees, and agents (collectively, 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;
  - 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 for indemnity against the Indemnifying Party pursuant to this Agreement ("**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 12 (*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. TERMINATION

### 13.1 Termination with Cause

Either Party may terminate this Agreement if:

13.1.1 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

13.1.2 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.

13.2 It is hereby clarified that in case of occurrence of the events set out under **(a)** Clause 4.4 and Clause 6.3; and **(b)** Clause 8.2; and **(c)** 13.1.1, the Party as applicable shall have the right to forthwith terminate the Agreement.

### 13.3 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.

### 13.4 Consequences of Termination

13.4.1 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.

13.4.2 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

- (c) 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.

#### 14. SURVIVAL

The provisions of Clause 10 (*Confidentiality*), Clause 14 (*Survival*), Clause 15 (*Governing Law*), Clause 16 (*Dispute Resolution*) and Clause 17 (*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.

#### 15. 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.

#### 16. DISPUTE RESOLUTION

- 16.1 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.
- 16.2 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.
- 16.3 The seat and venue of the arbitration shall be New Delhi and the language of the arbitration shall be English.
- 16.4 Any award made by the Arbitration Board shall be final and binding on each of the Parties that were parties to the dispute.

#### 17. MISCELLANEOUS

##### 17.1 Notices

- 17.1.1 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: discoverlawindia@lsac.org

In the case of notices to the Institution:

Address: Arka Jain University  
D 28 Danish Arcade, Opp Asian Inn Hotel, Dhatkidih,  
Bistupur, Jamshedpur, Jharkhand- 831001  
Attention: Mr. Jasbir Singh Dhanjal  
Email: [registra@arkajainuniversity.ac.in](mailto:registra@arkajainuniversity.ac.in)

17.1.2 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.

17.1.3 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.

#### 17.2 **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.

#### 17.3 **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.

#### 17.4 **Amendments**

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

#### 17.5 **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.

#### 17.6 **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.

**17.7 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.

**17.8 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.

**17.9 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.

**17.10 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.

**17.11 Cost And Expenses**

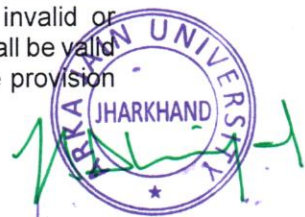
Each of the Parties hereto shall pay their own costs and expenses relating to the negotiation, preparation and execution of this Agreement and all other documents related to the Agreement.

**17.12 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.

**17.13 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.

**17.14 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.

**17.15 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.

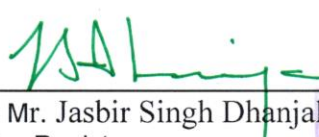
**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN**

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 **Arka Jain University**

  
\_\_\_\_\_  
By: Mr. Jasbir Singh Dhanjal  
Title: Registrar





## **SCHEDULE 1**

### **REQUIREMENTS PRESCRIBED BY LSAG**

1. A moot court association conducting mooting events from time to time;
2. Such other requirements that may be prescribed by the Bar Council of India from time to time; and
3. Such other requirements that may be prescribed by LSAG and/or its affiliates from time to time; provided, however, LSAG and/or its affiliates shall provide the Institution with reasonable notice of any other requirements prescribed by LSAG and/or its affiliates on the Institution



## **SCHEDULE 2**

### **PART A: REQUIREMENTS IN RELATION TO THE WEBSITE**

LSAG shall, on the Website:

1. mention the name of the Institution as institution that accepts LSAT—India scores for admission to its law degree programme;
2. at its discretion, feature and list details of law fairs, events, conferences and / or seminars being conducted at the Institution on the 'Events' page of the Website.

### **PART B: REQUIREMENTS IN RELATION TO THE INSTITUTION WEBSITE**

The Institution shall, on the Institution Website:

1. 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;
2. feature the banner/mark of the 'Test', in the form provided by LSAG, on its Admissions Page;





## SCHEDULE 3

### SCOPE OF SERVICES

#### I. Delivery of the Scores and allocation of Seats to Candidates

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.

#### II. Information Bank

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 Clause 6.5.3 of this Agreement.

#### III. Organisation of Events

LSAG shall endeavour to organise events in association with the Institution to *inter alia* promote the Test and the law programme being offered by the Institution.



**SCHEDULE 4**  
**COPY OF BCI RECOGNITION**

E-mail: [info@barcouncilofindia.org](mailto:info@barcouncilofindia.org)  
Website: [www.barcouncilofindia.org](http://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: 671 : 2019 (L.E./Std. 12/13.7.2019)

30.07.2019

1. The Registrar,  
Arka Jain University,  
Mahanpur, Gamharla,  
Distt-Seraikela-Kharsawan,  
Jharkhand - 832108
2. The Principal/Head of the Deptt.,  
School of Law,  
Arka Jain University,  
Mahanpur, Gamharla,  
Distt-Seraikela-Kharsawan,  
Jharkhand - 832108  
E: [vc@arkajainuniversity.ac.in](mailto:vc@arkajainuniversity.ac.in)  
[directors@arkajainuniversity.ac.in](mailto:directors@arkajainuniversity.ac.in)

Interim Consent Letter

Sub: Recognition to Arka Jain University, Jamshedpur, Jharkhand as per Section 7(1)(i) of the Advocates Act, 1961 for the purpose of conferring the degrees in law and fresh approval to its School of Law, Arka Jain University, Jamshedpur, Jharkhand for imparting five year BBA LL.B (Hons.) and five year B. Com. LL.B. (Hons.) integrated law courses with an intake of one section of 60 students in each course for a period of two years i.e. for the academic years 2019-2020 and 2020-2021.

Sir,

The Standing Committee of the Legal Education Committee of the Bar Council of India at its meeting held on 12<sup>th</sup> and 13<sup>th</sup> July, 2019 considered the inspection report of School of Law, Arka Jain University, Jamshedpur, Jharkhand submitted by the inspection team of the Bar Council of India.

After consideration, Committee is of the view that as per Section 7(1)(i) of the Advocates Act, 1961, Arka Jain University, Jamshedpur, Jharkhand be granted recognition for the purpose of conferring the degrees of law in five year ~~BBA LL.B (Hons.) and five year B. Com. LL.B. (Hons.) integrated law courses~~ and its School of Law, Arka Jain University, Jamshedpur, Jharkhand be granted **fresh approval for imparting five year BBA LL.B (Hons.) and five year B. Com. LL.B. (Hons.) integrated law courses** with an intake of one section of 60 students in each course for a period of **two years** i.e. for the academic years 2019-2020 and 2020-2021.

Yours truly,





Further, the Committee finds salary to all faculty members for law, management and commerce are fixed salary, which is against the statutory rule, each faculty member has to be paid UGC scale. The University to file undertaking before starting of academic session 2019-2020 that they will be paying UGC scale. The approval is subject to this condition also.

**Specific conditions imposed by the inspection team and approved by the Committee :-**

1. The Law Library should be shifted to the ground floor of the Law building.
2. There should be Computer room with at least 20 computers for online accessibility of law books and journal and should be in the Law building.
3. The University should make available five (5) more well furnished rooms for Law students in the law building/floors.
4. Moot court needs to be restructured to make court like ambience.
5. The University should pay UGC scale of pay and salary to the teaching staff.

**The University/College is directed fulfill the conditions stipulated as per the inspection report and as per Legal Education Rules 2008 and by the Committee, failure of which may lead to subsequent necessary and proper action being taken in this regard :-**

1. The Institution is directed to establish the Legal Aid Centre as per Clause-11, Schedule-III of Rule-11 of the Part IV of the Legal Education Rules - 2008.
2. Institution should ensure the payment of salary to teachers as per Rules 22 schedule III, Part IV of BCI Rules.
3. The library should be furnished as per Clause 15 of Schedule III of Legal Education Rules 2008 given below :-

Minimum Library requirement: To start with, a Law Library shall have a set of AIR manual, Combo offer of CD of AIR Pvt. Ltd. (containing electronic version of AIR Supreme Court and High Court Data bases Research 1950-2015 (four connections each) Cr. L.J. Data Base 1950-2015(four connections) AIR Privy Council Data Base 1900-1950 (four connections) AIR Manual latest 6<sup>th</sup> Edition(1-45 Vols.) AIR Journal 2015, Cr. L.J. 2015, L.I.C. 2015, AIR Civil Cases 2015, AIR Law Lines 2015, AIR Cheque Dishonour Reports 2015, AIR Accident Claims and compensation 2015, Institution shall get electronic versions updated every year by AIR Pvt. Ltd. Central Acts and Local Acts, Criminal law journal, SCC, Company cases, Indian Bar Review, selected Judgements on

Typed by : SG



Professional Ethics and Journals with the back volumes for at least ten years and also such number of text books in each subjects taught during the period according to the minimum standard ratio of ten books for each registered students. For running integrated program, text books of such other subjects are also to be kept in the similar minimum ratio.

4. The institution should keep in mind that minimum 10 sets of Indian Bar Review, selected judgments and professional Ethics published by Bar Council of India Trust and the AIR volumes/set must be promptly ordered for the library if not already ordered, as it is an essential requirement to run a law college which is stipulated by Bar Council of India, Legal Education Rules 2008 framed under a Parliament Act.
5. The institution is directed to make a minimum investment as provided below for upgrading it's library as per the following guideline :-  
  
*"Today with the increasing cost of journals, books, wi-fi, e-library and online facilities including I.T. facilities, the minimum investment by each university should be Rs. 10 lakhs for each year. However for any university/deemed university in rural area, the investment should be Rs. 5 Lakh and for all other affiliated colleges in the urban area it should be Rs. 2 lakhs and in rural area it should be Rs. 1 lakh."*
6. Teacher Student ratio shall be as per Schedule-III, Rule-11, Clause-17, Part-IV of Bar Council of India Rules.
7. Institution is directed to inform the timings of the classes.
8. A Centre of Legal Education must ensure that not less than three percent seats are reserved for persons with disabilities.
9. Centre of Legal Education shall equip itself to provide appropriate facilities in terms of the physical infrastructure, academic infrastructure and any other facilities required for the effective participation of disabled students, teachers and staff in their respective activities. For e.g. (a) ramps in public buildings and (b) Braille symbols and auditory signals in elevators or lifts.

Further, the University/College must specify the timing of the college which has not been given. College should also maintain the timing which has to be minimum 5 ½ hours with half an hour break. **College is directed to file an affidavit to the Bar Council of India within six weeks mentioning the timing of the classes.** The relevant rules of Legal Education which are mandatory to be ensured are as follows :-

Rule (xxiii), Chapter I

"(xxiii) "Regular Course of Study" means and includes a course which runs for at least five hours a day continuously with an additional half an hour recess every day and running not less than thirty hours of working schedule per week."

Rule 5 of Schedule III

Typed by SG





"Classes may be conducted between 8 a.m. to 7 p.m. in a Centre of Legal Education, which is not fully residential. However the Library may remain open till 10 p.m."

Further, the institution should follow the attendance rule and file affidavit that they are following the aforesaid rule. The next inspection team shall also see whether the said rules are being followed by the university or not. The relevant Rule 12 is given below :-

*"12. End Semester Test: No student of any of the degree program shall be allowed to take the end semester test in a subject if the student concerned has not attended minimum of 70% of the classes held in the subject concerned as also the moot court room exercises, tutorials and practical training conducted in the subject taken together.*

*Provided that if a student for any exceptional reasons fail to attend 70% of the classes held in any subject, the Dean of the University or the Principal of the Centre of Legal Education, as the case may be, may allow the student to take the test if the student concerned attended at least 65% of the classes held in the subject concerned and attended 70% of classes in all the subjects taken together. The similar power shall rest with the Vice Chancellor or Director of a National Law University, or his authorized representative in the absence of the Dean of Law.*

*Provided further that a list of such students allowed to take the test with reasons recorded be forwarded to the Bar Council of India."*

University/College should also admit students as per the below mentioned Rule:

7. Minimum marks in qualifying examination for admission: Bar Council of India may from time to time, stipulate the minimum percentage of marks not below 45% of the total marks in case of general category applicants, 42% for OBC category and 40% of the total marks in case of SC and ST applicants, to be obtained for the qualifying examination, such as +2 Examination in case of Integrated Five Years' course or Degree course in any discipline for Three years' LL.B. course, for the purpose of applying for and getting admitted into a Law Degree Program of any recognized University in either of the streams.

Provided that such a minimum qualifying marks shall not automatically entitle a person to get admission into an institution but only shall entitle the person concerned to fulfill other institutional criteria notified by the institution concerned or by the government concerned from time to time to apply for admission.

College to reply within six weeks whether they are following Clause-24, Schedule-II of Legal Education Rule-2008 lays down Moot Court exercises and Internship; Clause-25, Schedule-III lays down Minimum period of Internship which is quoted hereunder.

**24. Moot court exercise and Internship:**

Typed by : SG



The course leading to either degree in law, unitary or on integrated double degree, shall be conducted in semester system in not less than 15 weeks for unitary degree course or not less than 18 weeks in double degree integrated course with not less than 30 class-hours per week including tutorials, moot court room exercise and seminars provided there shall be at least 24 lecture hours per week.

Provided further that in case of specialized and/or honours law courses there shall be not less than 36 class-hours per week including seminar, moot court and tutorial classes and 30 minimum lecture hours per week.

Provided further that Universities are free to adopt trimester system with appropriate division of courses per trimester with each of the trimester not less than 12 weeks.

College/University should also follow Rule 17 and Rule 18 of Schedule III of Legal Education Rules 2008 which is quoted hereunder :-

**Rule 17. Core Faculty:**

There shall be sufficient number of full time faculty members in each Centre of Legal Education ( i.e. ,Department, constituent or affiliated college ) to teach each subject at all point of time for running courses who can be supported by part time or visiting faculty. Such a core faculty shall in no case be less than six in the first year of the approval with both streams in operation, eight in the second year and ten in the case of third year of law courses. In addition, for the integrated course there shall be adequate faculty in the subjects offered in the liberal educational subjects as part of the course by the institution. These faculties in the liberal educational discipline in Arts, Science, Management, Commerce, Engineering, Technology or any other discipline shall possess qualification as is required under the UGC guideline or under such other standard setting body as the discipline is allotted to by any Act, statute, or Rules of the Government of India or of a State.

For the Three Year Bachelor of Law degree course only with two sections without the Honour program, there shall be minimum of 4 core faculty in the first year six in the second and eight in the third year in addition to the Principal/Head or Dean as the case may be.

Provided that an institution intending to run any specialized or honours course must have at least three faculty in the group in which specialization and honours courses are offered.

Provided further that each full time faculty shall take as many classes in the subject or subjects as may be assigned to them on the basis of standard prescribed by 'the standard setting institution' like UGC.

Provided further, if any institution of a University, which was already affiliated to the University and approved to run professional courses of either scheme or both by the Bar Council of India after inspection of the University, falls short of required full time faculty, the new admission in courses may be required to

Typed by : SG





This paper may have three components of 30 marks each and a viva for 10 marks.

(a) Moot Court (30 Marks). Every student may be required to do at least three moot courts in a year with 10 marks for each. The moot court work will be on assigned problem and it will be evaluated for 5 marks for written submissions and 5 marks for oral advocacy.

(b) Observance of Trial in two cases, one Civil and one Criminal (30 marks):

Students may be required to attend two trials in the course of the last two or three years of LL.B. studies. They will maintain a record and enter the various steps observed during their attendance on different days in the court assignment. This scheme will carry 30 marks.

(c) Interviewing techniques and Pre-trial preparations and Internship diary (30 marks):

Each student will observe two interviewing sessions of clients at the Lawyer's Office/Legal Aid Office and record the proceedings in a diary, which will carry 15 marks. Each student will further observe the preparation of documents and court papers by the Advocate and the procedure for the filing of the suit/petition. This will be recorded in the diary, which will carry 15 marks.

(d) The fourth component of this paper will be Viva Voce examination on all the above three aspects. This will carry 10 marks.

25. Minimum Period of Internship: (a) Each registered student shall have completed minimum of twelve weeks internship for Three Year Course stream and twenty weeks in case of Five Year Course stream during the entire period of legal studies under NGO, Trial and Appellate Advocates, Judiciary, Legal Regulatory authorities, Legislatures and Parliament, Other Legal Functionaries, Market Institutions, Law Firms, Companies, Local Self Government and other such bodies as the University shall stipulate, where law is practiced either in action or in dispute resolution or in management.

Provided that internship in any year cannot be for a continuous period of more than Four Weeks and all students shall at least gone through once in the entire academic period with Trial and Appellate Advocates.

(b) Each student shall keep Internship diary in such form as may be stipulated by the University concerned and the same shall be evaluated by the Guide in Internship and also a Core Faculty member of the staff each time. The total mark shall be assessed in the Final Semester of the course in the 4<sup>th</sup> Clinical course as stipulated under the Rules in Schedule II.

College/University should also follow Rule-10 of Legal Education Rules 2008 which is quoted hereunder :-

#### 10. Semester system

Typed by : SG



remain suspended until new required number of faculty is procured. The University shall before starting a new academic session, notify which institutions are only be allowed to admit fresh students.

Provided further that if while inspecting the University it was found that in any institution of the University adequate number of full time faculty was not there in the staff, the Bar Council after giving notice to the University might give a public notice directing the University not to admit students in the new academic year in that institution.

**Rule -18 Minimum weekly class program per subject (paper):**

There shall be for each paper (with 4 credit) Four class-hours for one hour duration each and one hour of tutorial/moot court/project work per week.

**Institution should submit affidavit in compliance of all the conditions stipulated in the letter with adequate proof of such compliance within six weeks. The same shall be verified during the next inspection.**

University/College authorities are also required to apply before the Bar Council of India for further extension of approval six months in advance before expiry of the period of approval of affiliation granted by the Bar Council of India, i.e. on or before 31<sup>st</sup> December, 2020 in respect of **five year BBA LL.B (Hons.) and five year B. Com. LL.B. (Hons.) integrated law courses** with the requisite inspection fee of **Rs. 3 lakhs** per course (for normal course) and **Rs. 5 lakhs** per course (for honours course) and application fee of **Rs. 50,000/-** by way of demand draft to be drawn in favour of Bar Council of India, payable at New Delhi.

The University/College shall also comply with the following Rule of the Bar Council of India (Clause (iii) and Explanation 2 of Schedule IV in Part IV of new rules of the Bar Council of India):-

***"Whenever approval of affiliation is granted to the Centres of Legal Education, it shall be necessary for the Centres of Legal Education to deposit Rupees Five Lakh in shape of guarantee to fulfill all the norms of the Bar Council of India. The same shall be liable to be forfeited if norms are not complied with and same shall carry no interest."***

The letter is subject to the payment of guarantee amount as mentioned in the above rule.

This letter is subject to final approval/confirmation of the Legal Education Committee and General Council of the Bar Council of India.

You are also requested to attach a copy of this letter with your compliance report/reply.

**Very Important :-** Please henceforth ensure to send any compliance affidavit/reply and affiliation orders separately to **complianceaffiliationle@gmail.com**, apart from copying it to **dlebc@gmail.com**. Please do not send any e-mail/s to **legaleducationdepartmentbci@gmail.com**.

Typed by : SC





For any other query/ies you can send an e-mail to [diebci@gmail.com](mailto:diebci@gmail.com)

This is for your information and necessary action.



(N. Senthil Kumar)  
Asstt. Secretary  
Head of the Deptt.

Yours Sincerely,

  
(Srimanto Sen)  
Secretary

Typed by : SG



329

original

**THE BAR COUNCIL OF INDIA PROFORMA FOR INSPECTION REPORT  
OF  
NEW/EXISTING CENTRE OF LEGAL EDUCATION**  
(Put a tick [✓] whether new or existing)

While preparing the report of inspection of the Centre of Legal Education, members are requested to follow the following proforma with Annexure A to E]

[the team may use additional sheets, if required]

Documents to be only attached in "X" marked column only

**1. DETAILS OF THE INSTITUTION**

|                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1 Name of the existing Centre of Legal Education / University with complete address, telephone number and email/new or existing</p> | <p>SCHOOL OF LAW<br/>ARKA JAIN UNIVERSITY, JHARKHAND</p> <p><u>UNIVERSITY CAMPUS ADDRESS</u><br/>ARKA JAIN University<br/>Mohanpur, Gamhara,<br/>Dist. Seraikela Kharsawan<br/>Jharkhand-832108</p> <p><u>CORRESPONDENCE ADDRESS</u><br/>ARKA JAIN University<br/>D-28, DANISH ARCADE,<br/>OPPOSITE TO ASIAN INN HOTEL<br/>DHATKIDIH, JAMSHEDPUR<br/>STATE: JHARKHAND<br/>PIN CODE-831001</p> <p>TELEPHONE NO : +91 0657 2220285<br/>+91 7351 0 8092222016</p> <p>EMAIL-ID : <a href="http://www.arkajainuniversity.ac.in">www.arkajainuniversity.ac.in</a><br/><a href="mailto:registrar@arkajainuniversity.ac.in">registrar@arkajainuniversity.ac.in</a></p> |
| <p>2 Names of the Members of the inspection team</p>                                                                                   | <p>1. Mr. Justice Virendra Dutta Gyani,<br/>Former Judge High Court of MP</p> <p>2. Mr. Apurba Kumar Sharma,<br/>Ex. Chairman, BCI</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |





330

|    |                                                                                                                                                                                 |                                                                                                                                                                                        |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | 3. Mr. A. Rami Reddy, Member, BCI                                                                                                                                               |                                                                                                                                                                                        |
|    | 4. Mr. Prasant Kumar Singh, Member, BCI                                                                                                                                         |                                                                                                                                                                                        |
|    | 5. Prof. J. P. Bora, Principal, University Law College, Gauhati University                                                                                                      |                                                                                                                                                                                        |
|    | 6. Dr. Ratul Mahanta, Department of Economics, Gauhati University                                                                                                               |                                                                                                                                                                                        |
| 3  | Date of inspection                                                                                                                                                              | 23 <sup>rd</sup> June 2019                                                                                                                                                             |
| 4  | Application for new/extension of approval submitted to the Bar Council of India for the academic year with course details                                                       | Application for new recognition and approval from the Bar Council of India for<br>(i) 3 Year B.A., LL.B. (Hons.)<br>(ii) 5 Year B.Com. LL.B. (Hons.)<br>from the academic year 2019-20 |
|    | If any new course introduced by the existing institution. Furnish the details                                                                                                   | Not Applicable                                                                                                                                                                         |
|    | Whether additional sections are applied for?                                                                                                                                    | Not Applicable                                                                                                                                                                         |
| 5. | a) Name of the Society/Trust/Organization sponsoring the Centre of Legal Education                                                                                              | a) ARKA Educational & Cultural Trust<br>Reg. Office: 91/2, Dr. A. N. Krishna Rao Road,<br>V.V. Puram, Bangalore-560014                                                                 |
|    | b) Year of establishment of the society/for new centers                                                                                                                         | b) 21/11/2009 and Trust Reg. No. BSG-4-00138-2009-10                                                                                                                                   |
| 6  | Whether it is a National Law University / Department of State University / Department of Deemed University / Department of Private University / Govt. college / Private college | Private University                                                                                                                                                                     |
| 7. | Whether State Government has issued extension of NOC to run the institution, if yes,                                                                                            | The ARKA Jain University established under The ARKA JAIN UNIVERSITY ACT, 2017 vide Jharkhand Govt. Gazette no.                                                                         |



331

|                                                                                                                                                           |                                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| from when                                                                                                                                                 | 490. Notification no. 03/2017-72 lg and 73lg dated 4/7/2017. Under the Act, the university is empowered to run the law courses as proposed. |
| Attach NOC order of the Government                                                                                                                        | Not Applicable                                                                                                                              |
| 8 a) Name of the University to which the Centre of Legal Education is affiliated.                                                                         | a) The proposed school of law is a constituent unit of ARKA Jain University, Jharkhand.                                                     |
| b) What are the courses affiliated by the University                                                                                                      | b) Not applicable                                                                                                                           |
| c) Whether the University has extended its affiliation for the above said courses. If yes, when and upto what period                                      | c) Not applicable                                                                                                                           |
| d) How many sections sanctioned by the University to each course                                                                                          | d) Not applicable                                                                                                                           |
| e) Whether running any course without the approval of the Bar Council of India. If yes since when?                                                        | e) Not applicable<br>(fresh application)                                                                                                    |
| f) Attach latest University affiliation order                                                                                                             | f) Not Applicable                                                                                                                           |
| g) Whether the syllabus prescribed by the University for the institution as per Schedule II of the Legal Education Rules attach syllabus for each course. | g) Yes                                                                                                                                      |
| Whether syllabus of the Bar Council of India is being followed as per Part I, Part                                                                        | Yes                                                                                                                                         |





332

|                                                                                                      |                                                                                                            |
|------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| II and Part III (for Honours courses) of Schedule II. The relevant rules are annexed in Annexure - A |                                                                                                            |
| g) The timings of the Centre of Legal Education to conduct classes                                   | The proposed timing of the Centre of Legal Education is from 8 a.m. to 4.30 p.m. with break of 30 minutes. |

## II. INFRASTRUCTURE DETAILS

|                           |                                                                                                                                                                                                                        |
|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| H. INFRASTRUCTURE DETAILS |                                                                                                                                                                                                                        |
| 9                         | Whether the land and building are owned by the Centre of Legal Education or the same is rented or leased?<br><br>If rented, for how many years? Whether the management has any proposal to construct its own building. |
| 10                        | Number of class rooms presently available                                                                                                                                                                              |
| 11                        | Area of each class room                                                                                                                                                                                                |
| 12                        | Whether the class rooms are well furnished with other required amenities.                                                                                                                                              |
| 13*                       | Other infrastructure details<br><br>The format of details about the accommodation is annexed as Annexure B                                                                                                             |

| Yes, the Land and Building are owned by Arka Educational & Cultural Trust.                                                                                                                                                                                                                                            |             |             |                         |   |                |   |                       |   |                      |   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|-------------------------|---|----------------|---|-----------------------|---|----------------------|---|
| 8 (eight) Classrooms                                                                                                                                                                                                                                                                                                  |             |             |                         |   |                |   |                       |   |                      |   |
| 1500 SQFT (approx)                                                                                                                                                                                                                                                                                                    |             |             |                         |   |                |   |                       |   |                      |   |
| YES                                                                                                                                                                                                                                                                                                                   |             |             |                         |   |                |   |                       |   |                      |   |
| Kindly refer the following                                                                                                                                                                                                                                                                                            |             |             |                         |   |                |   |                       |   |                      |   |
| <table border="1"> <thead> <tr> <th></th> <th>Total rooms</th> </tr> </thead> <tbody> <tr> <td>1. Principal Room - HOD</td> <td>1</td> </tr> <tr> <td>2. Staff Rooms</td> <td>2</td> </tr> <tr> <td>3. Girls common rooms</td> <td>1</td> </tr> <tr> <td>4. Boys common rooms</td> <td>1</td> </tr> </tbody> </table> |             | Total rooms | 1. Principal Room - HOD | 1 | 2. Staff Rooms | 2 | 3. Girls common rooms | 1 | 4. Boys common rooms | 1 |
|                                                                                                                                                                                                                                                                                                                       | Total rooms |             |                         |   |                |   |                       |   |                      |   |
| 1. Principal Room - HOD                                                                                                                                                                                                                                                                                               | 1           |             |                         |   |                |   |                       |   |                      |   |
| 2. Staff Rooms                                                                                                                                                                                                                                                                                                        | 2           |             |                         |   |                |   |                       |   |                      |   |
| 3. Girls common rooms                                                                                                                                                                                                                                                                                                 | 1           |             |                         |   |                |   |                       |   |                      |   |
| 4. Boys common rooms                                                                                                                                                                                                                                                                                                  | 1           |             |                         |   |                |   |                       |   |                      |   |



333

|  |                          |
|--|--------------------------|
|  | 5. Office rooms - 1      |
|  | 6. Library - 1           |
|  | 7. Moot Court room - 1   |
|  | 8. Auditorium - 1        |
|  | 9. Computer room - 1     |
|  | 10. Girls Toilets - 1    |
|  | 11. Boys Toilets - 1     |
|  | 12. Staff Toilets - 1    |
|  | 13. Play Ground - 2      |
|  | 14. Legal Aid Clinic - 1 |

### III. INFORMATION ABOUT THE EXISTING STUDENTS

|                                                                                                                                                        |                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 14. The strength / sections sanctioned by the Bar Council of India to each course (for existing centers only)                                          | Applied for    |
| 15. a. How many students admitted in each course by the college and students continuing in each course in succeeding years (for existing centers only) | Applied for    |
| b. Whether norms of minimum percentage of marks as per rule 7 for admission are followed in each student admitted                                      |                |
| 16. How many students were present in the college at the time of inspection (for existing centers only)                                                | Not Applicable |
| 17. Whether the college is maintaining attendance register. What is the percentage of students attending the classes (for existing centers only)       | Not Applicable |



334

IV. DETAILS ABOUT THE TEACHING STAFF AND NON TEACHING STAFF

|     |                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                           |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 18* | Details about the teaching staff, their qualifications, salary and other service conditions with complete details of full time and part time teachers. The format of details of teaching staff is annexed as Annexure C | Kindly see the following<br>Annex separate list which is enclosed with this proforma - Annexure - 1. (list should be prepared separately as follows)<br>1 List of Law teachers<br>2 List of social science subject teachers<br>3 List of Management subject teachers<br>4 List of Commerce subject teachers<br>5 List of Science subject teachers<br>6 List of Technical subject teachers |
| 19  | If any changes in the faculties. Comparing with previous list how many teachers are continuing and how many resigned and how many of freshly appointed.                                                                 | Not Applicable                                                                                                                                                                                                                                                                                                                                                                            |
| 20  | Details about the Administrative Staff in the Centre of Legal Education                                                                                                                                                 | Details about the Administrative Staff is Annexed as Annexure - B                                                                                                                                                                                                                                                                                                                         |

IV. DETAILS ABOUT THE LIBRARY (See Schedule III of LE Rules(Clause 15))

|                             |                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 21*                         | (a) Details about the Library in terms of space, equipment's and full details of text books, reference books, journals and other periodicals. The format of details about the Library is annexed as Annexure D&E<br><br>b) Whether every year as per Clause 15 of Schedule III investment is made in the library | The Library in terms of space, equipment's is adequate to begin with but the library is situated in a separate building on the 3 <sup>rd</sup> floor.<br>On inspecting the Accession Register and physical verification of the available books it is found that there are only 22 law books/journals in the library.<br><br>The University has placed order for purchase of books in partial fulfillment of the requirements of Clause 15 of Scheduled III of the Legal Education Rules |
| State whether the books and |                                                                                                                                                                                                                                                                                                                  | No. all the books and periodicals mentioned                                                                                                                                                                                                                                                                                                                                                                                                                                             |





335

|    |                                                                                                      |                                                                                                                                                                     |
|----|------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 22 | periodicals mentioned in Clause 18 of Schedule III of the Rules are available in the library or not? | in Clause 18 of Schedule III of the Legal Education Rules are not available in the library. However the process is on to purchase more text books and journals etc. |
| 23 | Working hours of library and details of library staff                                                | The working hours of library is from 8 a.m. to 4.30 p.m.                                                                                                            |
| 24 | Whether there is qualified and trained Librarian or not?                                             | The Librarian needs training in maintaining Law Library                                                                                                             |

#### VI. REMARKS:

|    |                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                   |
|----|------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 25 | Whether compliance has been done of the earlier conditions:                                                            | Not applicable. The present inspection is the first inspection.                                                                                                                                                                                                                                                                                                                                                   |
| 26 | Whether the institution covered the standard in all aspects. Furnish the details                                       | Yes, the institution has separate building for Law and the required facilities are available in the institutions. However, it has been observed that the institution should make available 3 more well furnished class rooms.                                                                                                                                                                                     |
| 27 | Views of members of inspecting team with regard to extending the approval or Disapproval of Centre of Legal Education. | After inspecting the Centre of Legal Education i.e. School of Law and on perusal of the supporting documents, the members of the team are of the view that Arka Jain University, Jharkhand may be granted recognition and affiliation for imparting law course in 5 year B.B.A., LL.B.(H) and 5 year B.Com., LL.B.(H) course subject to fulfillment of the conditions mentioned in para 28 of the present report. |
| 28 | Whether approval may be granted or not?<br>If yes please mention about the courses and intake of each course           | Yes. Recognition and approval of affiliation may be granted.<br>Courses: (i) 5 year B.B.A., LL.B.(Hons)<br>Intake: 120 students.<br>(ii) 5 year B.Com., LL.B.(Hons)<br>Intake: 120 students                                                                                                                                                                                                                       |



336

| Conditions, if any, that can be imposed and the time limit for fulfilling those conditions | Conditions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                            | <ol style="list-style-type: none"> <li>1. The University should purchase text books, journals and periodicals worth Rs. 5 Lakhs in partial compliance of the requirement of Rule 15 of the Legal Education Rules, 2008 and continue to purchase every year books worth at least Rs. 2 Lakhs.</li> <li>2. The Law Library should be shifted to the ground floor of the Law building.</li> <li>3. There should be Computer room with at least 20 computers for online accessibility of law books and journals and should be in the Law building.</li> <li>4. The University should make available five (5) more well furnished rooms for Law students in the law building/ floors.</li> <li>5. Moot court needs to be restructured to make court like ambience.</li> <li>6. The University should pay UGC scale of pay and salary to the teaching staffs.</li> </ol> <p><i>Time Limit:</i><br/>The University should comply the above conditions within a period of 30 days.</p> |

Sd/-  
Member

Sd/-  
Member

Sd/-  
Member

Sd/-  
Member

Sd/-  
Member

Sd/-  
Member



## SCHEDULE 5

### POINT OF CONTACT

**Name:** Mr. Jasbir Singh Dhanjal

**Designation:** Registrar

**Contact Number:** 8092222016

**Email:** registrar@arkajainuniversity.ac.in

### ADDITIONAL CONTACT DETAILS

1.

1. **Name:** Prof. Dr. Bodhisatva Acharya
2. **Designation:** Dean, SOL
3. **Contact Number:** 7302367891
4. **Email:** [a.s.bharvi@gmail.com](mailto:a.s.bharvi@gmail.com); [drbodisatvaacharya@arkajainuniversity.ac.in](mailto:drbodisatvaacharya@arkajainuniversity.ac.in)





## SCHEDULE 6

### FEES

1. **Fees:**

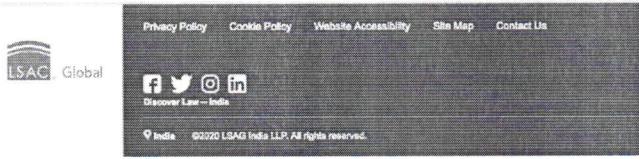
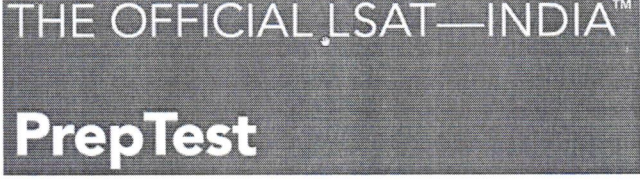
The Institution shall pay LSAG an amount equivalent to INR 1,25,000 (Indian Rupees one hundred twenty-five thousand) inclusive of any applicable taxes for the Candidate Information and Scores of all Candidates who received a reportable score on the Test. Programme preferences for each Candidate will be indicated.

2. **Payment of the Fees**

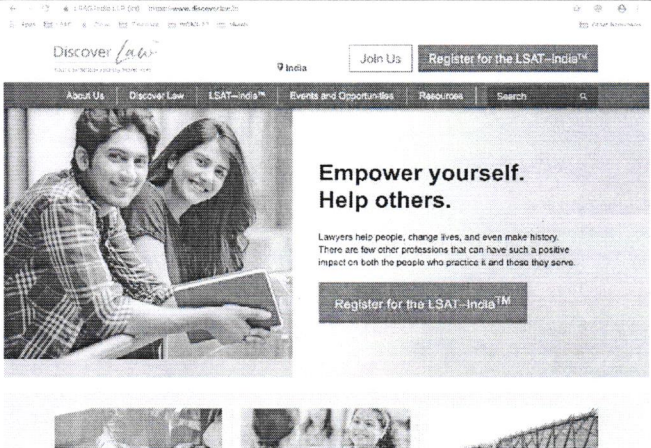
- 2.1 Upon execution of the Agreement, an invoice shall be raised by LSAG and provided to the Institution.
- 2.2 Within 30 (thirty) days of the invoice being raised in accordance with Clause 2.1 of this Schedule 6, the Institution shall pay to LSAG all the Fees, in full.



**SCHEDULE 7**  
**INTELLECTUAL PROPERTY OF LSAG**

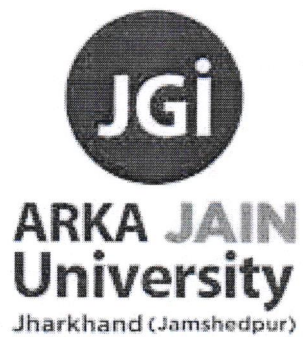
|                                         |                                                                                                                |
|-----------------------------------------|----------------------------------------------------------------------------------------------------------------|
| Law School Admission Test—India by LSAC |                                                                                                                |
| LSAT—India                              | LSAT—India™                                                                                                    |
| LSAC                                    |                               |
| LSAC Plus Design (Logo)                 |  Law School Admission Council |
| LSAC Global Design (Logo)               |  Global                     |
| Discover Law                            |                            |
| Discover Law Design                     |                            |
| Official LSAT—India PrepTest            |                            |
|                                         |                                                                                                                |



|                                   |                                                                                     |
|-----------------------------------|-------------------------------------------------------------------------------------|
| The Official LSAT—India SuperPrep |   |
|                                   |                                                                                     |
| The Official LSAT—India Handbook  |   |
|                                   |                                                                                     |
| Discoverlaw.in (domain name)      |  |



SCHEDULE 8  
INTELLECTUAL PROPERTY OF THE INSTITUTION



## SCHEDULE 9

### 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/lisac-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.

