

LSAT—INDIA™ SCHOLARSHIP

INTRODUCTION

LSAT—India™ is a standardised test of reading and verbal reasoning skills designed by Law School Admission Council, incorporated under the laws of the United States of America (“**LSAC®**”), for use by law schools in India, as an evaluation method for admitting students for degrees in legal education (“**LSAT—India™**”).

Pearson India Education Services Private Limited is incorporated under the laws of India, bearing corporate identification number U72200TN2005PTC057128 and having its registered office at 4th Floor, Software Block, Elnet Software City, TS 140, Block 2 & 9, Rajiv Gandhi Salai, Taramani, Chennai- 600113 (“**Sponsor**”). The Sponsor delivers LSAT—India™, and in furtherance of its endeavors for the development of legal education in India, and to incentivize meritorious students intending to pursue legal education in India, the Sponsor will be offering a scholarship to the test taker with the highest reported score on the LSAT—India™ for the year 2019, to be held on 2 June 2019, or such other date as may be communicated by the Sponsor (the “**Scholarship**”). The Scholarship will be granted to such candidate (“**Candidate**”) in accordance with the Terms and Conditions (defined below).

In the event that the Candidate does not fulfil the criteria set out below, or does not accept the Scholarship in accordance with the terms and conditions mentioned below (“**Terms and Conditions**”), the Sponsor shall have right and sole discretion to award the Scholarship to the test taker with the next highest score on the LSAT—India™.

TERMS AND CONDITIONS

1. **Eligibility Criteria**

- 1.1. The Candidate shall be an Indian citizen.
- 1.2. The Candidate shall have successfully completed the senior secondary school or 10 + 2 equivalent exam from an educational board duly recognized in India.
- 1.3. The Candidate shall be eligible for admission into and shall undertake that she/ he shall be admitted to a fulltime 5 (five) year law programme, commencing in the year 2019 at an Associated College that accepts the LSAT—India™ test score (the “**Programme**”). “**Associated College(s)**” shall mean the institutes and colleges set out in **Annexure A** hereto that accept the LSAT—India™ test scores for admission to law programmes.

2. **Scholarship Acceptance**

- 2.1. The Candidate will receive a scholarship offer containing the details of the Scholarship. The Candidate shall be required to communicate her/his acceptance to the Scholarship within 30 days from the date of the scholarship offer, along with the list of documents set out in **Annexure B** hereto, failing which the Scholarship shall be forfeited.
- 2.2. By accepting the Scholarship, the Candidate undertakes that she/he will adhere to these Terms and Conditions and the rules of the Associated College in which she/he takes admission.

3. **Scholarship Amount and Mode of Payment**

- 3.1. The Candidate shall be eligible to receive a maximum amount of INR 600,000/- (Indian Rupees Six Hundred Thousand) as scholarship award (“**Scholarship Amount**”) which shall be utilised in the following manner:
 - (i) to cover the annual tuition fees, basic hostel fees and library fees (“**Fee**”) for the first year of the Programme.
 - (ii) any unutilised amount from the first year of the Programme can be carried forward to the subsequent years, subject to completion of the retention criteria specified in paragraph 4 (*Continuation of the Scholarship*).
- 3.2. In the event that the fees for the Programme exceeds the Scholarship Amount, the balance amount shall be borne solely by the Candidate.
- 3.3. The Candidate shall solely be liable to bear any non-tuition fee items which may be required for the Programme, such as books or other study materials. Further, any accommodation expense apart from the basic hostel fees shall also be borne by the Candidate.
- 3.4. The Scholarship Amount will not include any security deposit/ admission acceptance deposit amount payable to the Associated College.
- 3.5. In the event that the fees for the Programme are payable semester or trimester wise, then the Scholarship Amount would be equally divided per semester or trimester (as the case may be).
- 3.6. The award of Scholarship shall be subject to the Candidate entering into an agreement with the Sponsor or a person nominated by the Sponsor and/or sign such documents and declarations as may be required by the Sponsor.

4. **Continuation of the Scholarship**

- 4.1. In the event there is any unutilised Scholarship amount from the first year of the Programme, the Scholarship shall continue for the subsequent year, provided the Candidate shall have:
 - 4.1.1. passed in all subjects and shall have secured an overall cumulative score in the top 5% (five percent) of his/her batch in the first year of the Programme;
 - 4.1.2. maintained full-time enrolment during each semester of the first year of the Programme, with at least 75% (seventy-five percent) attendance, or if a higher attendance requirement is prescribed by the Bar Council of India or the Associated College;
 - 4.1.3. not been penalised for any act of indiscipline by the Associated College, and no disciplinary action must be pending against the Candidate; and
 - 4.1.4. attended all events and outreach programmes to which the Candidate was invited to by LSAC or the Sponsor.
- 4.2. Before the commencement of the second year of the Programme, the Candidate shall submit to the Sponsor a letter from the concerned department of the Associated College, certifying the fulfilment of the requirements mentioned in paragraph 4.1.1 to 4.1.3 above by the Candidate.
- 4.3. In the event that the Candidate fails to submit the letter from the Associated College as stated in paragraph 4.2 above, the Sponsor shall terminate the Scholarship, and the Candidate shall be liable to pay the fees for the Programme from second year onwards.

5. **Termination of Scholarship**

- 5.1. The Scholarship shall be terminated in the event that:
 - 5.1.1. the Candidate withdraws her / his admission from the Programme at any point subsequent to the award of the Scholarship;
 - 5.1.2. any non-compliance by the Candidate with respect to the rules of the Associated College or with respect to these Terms and Conditions;
 - 5.1.3. in the event that the Sponsor discovers that the Candidate provided incorrect, false or misleading information or documents to the Sponsor;
- 5.2. In the event that the Scholarship is terminated, then the Sponsor shall have the right to ask for repayment and the Candidate agrees that she / he will repay the Sponsor with the entire Scholarship Amount transferred by the Sponsor to the Associated College, or such part of the Scholarship Amount claimed by the Sponsor from the Candidate.

6. **Taxes**

- 6.1. All Taxes payable in relation to the Scholarship Amount shall be borne by the Candidate, the Sponsor shall be entitled to deduct or withhold applicable Taxes in accordance with applicable law. In the event that any Tax is deducted or withheld by the Sponsor, the Sponsor shall provide such Tax deduction certificate to the Candidate to enable the Candidate to avail Tax credit.
- 6.2. For the purposes of this paragraph, “**Tax**” or “**Taxation**” means all forms of tax, royalty, duty, rate, levy, cess or other similar imposition whenever and by whatever authority in any country imposed, including but not limited to income tax and goods and service tax and any interest,

penalty or fine in connection with any such taxation; and any reference to Taxation shall include amounts which represent or are equivalent to or are deemed to be Taxation.

7. Grievances

- 7.1. Any dispute relating to the Scholarship, and/ or the Terms and Conditions, including the interpretation thereto, shall be decided solely by the Sponsor.
- 7.2. The decision of the Sponsor in relation to the Scholarship and/ or the Terms and Conditions will be final and binding.

8. Governing Law

The Scholarship and these Terms and Conditions shall be governed by and interpreted in accordance with the law of India. The courts of New Delhi shall have exclusive jurisdiction on any disputes arising out of these Terms and Conditions.

Annexure A – List of Associated Institutes¹

1. Adamas University;
2. Alliance School of Law, Alliance University;
3. Amity Law School/Amity University Haryana;
4. Asian Law College;
5. Auro University School of Law;
6. Azim Premji University;
7. Bennett University;
8. BMS College of Law;
9. C. M. R. Law School;
10. Chotanagpur Law College;
11. CMR University, School of Legal Studies;
12. College of Legal Studies (UPES);
13. Faculty of Law, Marwadi University;
14. Faculty of Law, SGT University;
15. Faculty of Law, SRM University;
16. Faculty of Law, ICFAI University;
17. GD Goenka University School of Law, Gurugram;
18. Haldia Law College;
19. IFIM Law School, Bangalore;
20. IIMT, Greater Noida;
21. Indore Institute of Law;
22. Institute of Law, AISECT University, Bhopal;
23. ISBR Law College, Bangalore;
24. Jaipur School of Law;
25. JECRC University;
26. JSS Law College;

¹ **Note to draft:** To be confirmed by LSAC.

27. K.L.E Society's Law College;
28. Kalinga University;
29. Lovely Professional University;
30. MATS Law School, MATS University;
31. N A Global Law School;
32. NCU Law School;
33. OP Jindal Global University;
34. PES University;
35. Presidency University- Bangalore (School of Law);
36. Raffles School of Law, Raffles University;
37. REVA University;
38. RNBGU School of Law;
39. Sardar Patel Subharti Institute of Law;
40. Saveetha College of Law;
41. School of Law, Ansal University;
42. School of Law, Galgotias University;
43. School of Law, Gitam University;
44. School of Law, Jagran Lakecity University;
45. School of Law, Noida International School;
46. School of Law, Sharda University;
47. Siddhartha Law College, Dehradun;
48. SVKM's NMIMS Institute of Law;
49. The ICFAI Law School, The ICFAI Foundation for Higher Education;
50. The ICFAI University, Dehradun; and
51. VIT Law School;

Annexure B – List of Documents²

1. LSAT—India™ test score report of the Candidate;
2. Self-attested identity and address proof of the Candidate;
3. Permanent Account Number of the Candidate;
4. Self – attested mark sheet of the Candidate for senior secondary school or 10 + 2 equivalent, by an educational board duly recognized in India;
5. Proof of admission in a full time 5 (five) year law programme at an Associated College;
6. Contact information of financial aid office of college and bank details of the Associated College (on the letter head of the Associated College)
7. A certificate, stating that the Candidate is not receiving any other scholarship from any other source, duly signed by the Candidate and their parents.

² **Note to draft:** To be confirmed.