MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

SINGH LAW ACADEMY PRIVATE LIMITED

AND

CHANAKYA NATIONAL LAW UNIVERSITY (CNLU)

This **Memorandum of Understanding ("MoU")** is entered into on this 4th day of December in 2025 at Patna, Bihar 800001.

BY AND BETWEEN:

SINGH LAW ACADEMY PRIVATE LIMITED (hereafter called as **"SLA"**) H-No. 114 Kh.No. 32/2, Gf, Gali No-2, Blk-D, Swaroop Nagar, Badli (Northwest Delhi), Delhi- 110042, / Office Address: D-3, Street No:1, Swaroop Nagar, Near E Sub-Registrar's Office Delhi- 110042 (Through Its Authorized Signatory) Of the **First Party**.

AND

CHANAKYA NATIONAL LAW UNIVERSITY (hereafter called as **"CNLU"**) Nyaya Nagar, Mithapur, Patna, Bihar (through its authorized signatory) of the **Second Party**.

The First Party and the Second Party are hereinafter individually called as the **"Party"** and jointly as **"Parties"**.

WHEREAS, the First Party, Singh Law Academy Private Limited, is committed to developing an online education platform to advance digital learning throughout India.

AND WHEREAS, the First Party desires to engage the Second Party as "Academic Partner" (Online Lecture/ Content Development Partner), to which the Second Party has agreed.

AND WHEREAS, the Parties have mutually agreed to enter into this MoU to record their understanding. This document outlines the manner in which they will combine their efforts to collaborate on online lecture development.

INTRODUCTION

Singh Law Academy (SLA) is an EdTech company dedicated to revolutionizing online education in India by developing an innovative, accessible learning platform. Committed to pedagogical excellence, SLA will provide high-quality education to everyone. SLA aims to simplify legal education, bridging the gap between traditional curriculum and the dynamic demands of modern practice.

VISION

Singh Law Academy (SLA) envisions a transformed legal education landscape in India, where every law student, regardless of their institution or background, can access premier learning resources. Our mission is to become the nation's most trusted and comprehensive digital legal educator. We are building an exhaustive, dynamic repository of high-quality video lectures that master both core legal subjects and essential practical litigation skills. By leveraging strategic digital outreach and an inclusive freemium model, we are not just bridging educational divides—we are also empowering the next generation of legal professionals to excel, democratizing excellence in legal education for all.

CHANAKYA NATIONAL LAW UNIVERSITY (CNLU)

Chanakya National Law University (CNLU) is a public Law University and National Law University in Patna, Established in 2006. It is a premier university in Legal education in India. It offers integrated undergraduate programs like B.B.A., LL.B. and B.A., LL.B. (Hons.) & 3Year LL.B. along with

LL.M., Ph.D., and specialized Post Graduate Diploma courses. The vision of Chanakya National Law University is to be an internationally recognized center for legal education and research, building on cultural ethos to achieve academic excellence.

1.0 EXECUTIVE SUMMARY & VISION

This MoU outlines a strategic partnership between Chanakya National Law University (CNLU), Patna, and Singh Law Academy (SLA) to democratize legal education in India. The core vision is to leverage CNLU's academic prestige and infrastructure with SLA's investment and operational expertise to co-produce high-quality, accessible educational content. The collaboration will establish a state-of-the-art production studio within the CNLU premises, creating a sustainable ecosystem for digital learning that will serve lakhs of law students across the nation, ensuring their fundamental right to quality education.

2.0 PREAMBLE: THE "WHY" - IDENTIFYING THE CRITICAL NEED

- **Bridging the Educational Divide:** A significant gap exists in access to standardized, high-quality lectures and study materials for law students outside a few premier institutions.
- **Leveraging Digital Potential:** The post-pandemic era has cemented digital learning as a mainstay. There is a massive, untapped market of law students seeking reliable online resources.
- **Synergistic Strengths:** CNLU brings its formidable academic reputation, esteemed faculty, and a vibrant student community. SLA

brings a proven pedagogical approach, marketing acumen, and the capital required for large-scale content creation and distribution.

- **Shared Mission:** Both institutions are aligned on a mission to enhance the legal education landscape in India, producing better-equipped future legal professionals.

3.0 OBJECTIVES OF MoU

The primary objectives of this collaboration are:

- To establish a "Centre for Digital Legal Learning" featuring a professional-grade recording studio within the CNLU campus.
- To co-create a comprehensive digital curriculum covering the entire syllabus of the LL.B. program, encompassing approximately 30 core and elective subjects as well as certificate courses offered by CNLU.
- To build a robust online platform and brand that becomes the go-to resource for law students in India.
- To achieve a significant user base and create a sustainable revenue model to ensure the project's long-term viability.

4.0 SCOPE OF COLLABORATION & KEY RESPONSIBILITIES

4.1 ROLE OF CHANAKYA NATIONAL LAW UNIVERSITY (CNLU)

- **Infrastructure:** Provide adequate physical space within the university premises for the construction and operation of the production studio.

- **Academic Expertise:** This Agreement vests sole and exclusive authority in the academic faculty of the Chanakya National Law University (CNLU), designated as "Content Champions," over all academic aspects of the video lectures. This includes the supreme right to determine the syllabus, curriculum, topics, and prescribed study materials. Furthermore, CNLU shall have the final authority to select and approve all resource persons involved in the creation and delivery of the content. The definitive standard, scope, and pedagogical quality of the video lectures, including the vetting of all scripts, shall be solely determined and certified by CNLU, whose decisions in these matters are final and binding.
- **Credibility & Brand:** CNLU's esteemed name and accreditation to the initiative, ensuring content credibility and high initial traction.
- **Student Involvement:** Facilitate student interns for research, production assistance, and beta-testing of the platform.

4.2 ROLE OF SINGH LAW ACADEMY (SLA)

- **Capital Investment:** Bear the entire financial burden for setting up and operating the initiative as detailed in the budget.
- **Studio Setup & Management:** Oversee the design, construction, and outfitting of the studio with professional-grade equipment.
- **Production & Operations:** Manage the entire content production lifecycle – from filming and editing to post-production and quality control.

- **Platform Management & Marketing:** Develop, host, and maintain the digital learning platform and execute all digital marketing strategies.

5.0 TERMS OF COLLABORATION

5.1 INTELLECTUAL PROPERTY RIGHTS (IPR)

All intellectual property, including but not limited to video lectures, study materials, scripts, and digital content (the "Content"), produced pursuant to this collaboration shall be jointly owned by Chanakya National Law University (CNLU) and Singh Law Academy (SLA), with both Parties holding equal, undivided rights to use, license, and exploit the said Intellectual Property for the duration of this Memorandum of Understanding (MoU). Each party shall have the right to display its respective logo on co-produced lecturer videos. Upon its termination, the future ownership, assignment, and transfer of all rights, titles, and interests in the Intellectual Property shall be determined through a mutually agreed settlement between CNLU and SLA, which shall be documented in a separate written instrument.

5.1.1 FACULTY IPR AND CONSIDERATION

Any content developed by the faculty members, whether of CNLU or externally engaged, for the purposes of this MOU shall be considered a "work made for hire." Singh Law Academy (SLA) shall pay a mutually agreed honorarium to the concerned faculty for their contribution. As a condition of this payment, the faculty member shall formally assign and transfer all Intellectual Property Rights (IPR) in the created content in favour of

Chanakya National Law University (CNLU) and Singh Law Academy (SLA) in joint ownership.

5.2 PROFIT SHARING

Any and all net revenue generated through the commercialization, licensing, or subscription of the jointly produced Content shall be shared between the Parties in the following ratio:

- **Chanakya National Law University (CNLU):** 30% of the Net Profit.
- **Singh Law Academy (SLA):** 70% of the Net Profit.

For the purpose of this clause, "Net Profit" shall be defined as the total revenue generated minus the directly attributable operational costs, which shall be mutually agreed upon and audited periodically.

5.3 EXCLUSIVITY OF COLLABORATION

For the subjects and courses developed under this MOU, the collaboration between CNLU and SLA shall be exclusive. Both SLA and CNLU agree not to engage any other third-party entity or academy for the production, replication, or republication of digital content that is substantially similar to the Content already produced or in the process of being produced under this agreement. This clause ensures the uniqueness and value of the collaborative product in the market.

5.4 CODE OF CONDUCT AND TERMINATION OF SERVICES

The core objective of this association is the creation of a premier digital learning platform for legal education in India, dedicated to providing online legal education of the highest quality.

Key Provisions:

- **a) Adherence to Principle:** All individuals associated with this project, including creators, faculty, and administrators, are required to adhere to this core principle.
- **b) Material Breach:** Any of the following shall constitute a material breach:
    - Deviation from the core objective.
    - Promotion of political, provocative, or defamatory remarks in a manner associated with the project.
- **c) Individual Liability:** The involved individual shall be solely liable for their conduct and shall bear full civil and criminal liability for their actions.
- **d) Termination:** Such actions shall be grounds for the immediate termination of the individual's services upon a mutual decision of Chanakya National Law University (CNLU) and Singh Law Academy (SLA).
- **e) Liability of Parties:**
    - Pre-recorded and uploaded content is a shared responsibility of the Parties.

- Liability for statements made during live, unedited sessions rests solely with the individual speaker. CNLU and SLA assume no responsibility or liability for such live content and disclaim any endorsement of the same.

- **f) Cooperation:** The Parties shall cooperate as necessary to protect the project's integrity.

6.0 PROJECT IMPLEMENTATION PLAN & DELIVERABLES

- **Phase 1 (Months 1-2):** MOU Signing, Studio Design & Construction, Core Team Hiring.
- **Phase 2 (Months 3-5):** Content Creation Sprint - Recording and production of lectures for the first 20-25 subjects.
- **Phase 3 (Months 7-12):** Full Platform Launch, Marketing Campaign Roll-out, Content Creation for remaining subjects.
- **Phase 4 (Months 13-18):** Scaling - reaching 5 lakhs plus users, User Feedback Integration, and Strategy for paid courses and their subscription.

7.0 FINANCIAL PLAN & INVESTMENT BY SINGH LAW ACADEMY

SLA proposes a total investment of approximately **₹ 2.25 Crores (₹225 Lakhs)** to be deployed over 12-18 months, allocated as follows:

Sr. No.	Component	Allocation (₹ in Lakhs)	Purpose
1.	Studio Infrastructure	35.00	Construction, soundproofing, lighting, cameras, audio gear, etc.
2.	Faculty & Content Creation	80.00	Honoraria for CNLU & external faculties for content creation & recording.
3.	Content Administration Team	25.00	Team to facilitate faculty coordination, script finalization, and content workflow.
4.	Production Team & Salaries	20.00	For videographers, editors, and project managers.
5.	Marketing & Operations	50.00	Digital ads (Google, Meta), social media marketing, electricity, internet.
6.	Miscellaneous & Contingency	15.00	Unforeseen expenses, platform maintenance, software subscriptions.
Total	**Approx Proposed Budget**	**225.00**	

8.0 TARGET GOALS & ACHIEVEMENT STRATEGY

User Base Target:

Acquire a minimum of 5 Lakh registered users within the first 18 months of full operation.

- **Strategy:** Aggressive digital marketing campaigns, free access to foundational content, partnerships with student bodies and law colleges across India, and a strong referral program. Additionally, the platform will launch a curated podcast series featuring legal experts and luminaries, pursue strategic collaborations with reputable digital creators in the education and legal commentary space, and develop short-form video content tailored for social media platforms to enhance reach and engagement.

Monetization & Sustainability Target:

Achieve a conservative 5-7% conversion rate of the user base into paid subscribers.

- **Strategy:** Implement a freemium model (free basic content, paid for advanced modules, test series, and certificate courses). Introduce tiered subscription plans to cater to different student needs. This initial revenue will be crucial for re-investment into platform maintenance, content updates, and further growth.

Content Quality & Coverage Target:

Create a single, exhaustive repository of video lectures for 30 plus law subjects.

- **Strategy:** A collaborative curriculum committee from CNLU and SLA will ensure content is comprehensive, accurate, and pedagogically sound, covering all major bar and university syllabi.

9.0 VALIDITY OF THE RELATIONSHIP

This MoU is effective for an initial term of five (5) years from the Effective Date. It shall thereafter automatically renew for successive one-year periods, unless terminated by either Party by providing a three month (90 days) written notice prior to the end of the initial term or any renewal term.

10.0 TERM AND TERMINATION

- **10.1 TERM:** This Memorandum of Understanding (MoU) shall become effective on the date of its final execution by both Parties (4th December 2025) and shall remain in full force and effect for the duration of all business operations and commercial activities generated through this collaboration, unless terminated earlier in accordance with the provisions of this Clause.
- **10.2 TERMINATION BY MUTUAL CONSENT:** This MoU shall be valid for a period of five (5) years from the date of its execution. Upon the completion of this initial term, this MoU may be terminated by a mutual written agreement of both Parties.

11.0 GOVERNING LAW

This MoU shall be interpreted, construed, and governed in accordance with the applicable laws of India.

12.0 DISPUTE RESOLUTION

Any dispute arising from this MoU shall be settled amicably between the Parties. Failing resolution, it shall be referred to the Vice-Chancellor of CNLU and the Director of SLA. If unresolved, the dispute shall be finally settled by arbitration under the Arbitration and Conciliation Act, 1996. The tribunal shall comprise three arbitrators, where one arbitrator will be nominated by CNLU and one by SLA. The third arbitrator, who shall act as the presiding arbitrator or umpire, shall be nominated by the Chief Justice of the Patna High Court cum Chancellor of CNLU. The seat of arbitration shall be Patna, the language shall be English/Hindi, and the award shall be final and binding on both Parties.

13.0 FORCE MAJEURE

The Parties shall not be held responsible for non-fulfillment of their respective obligations in successful implementation of programs under this MoU due to the exigency of one or more of the force majeure events such as but not limited to acts of God, war, flood, earthquakes, strikes not confined to the premises of the Party, lockouts beyond the control of the Party claiming force majeure, epidemics, riots, civil commotion etc. lying beyond the reasonable control of and not brought about at the instance of the Party

claiming to be affected by such event and which has caused the non-performance or delay in performance provided on the occurrence and cessation of any such event the Party affected has given a notice in writing to the other Party within one month of such occurrence or cessation.

14.0 CONFIDENTIALITY

Parties agree that they will use confidential, sensitive information to achieve their individual business goals. Due to the nature of the Parties businesses and intent to establish a working relationship together, confidential information may be shared between the Parties. The Parties agree to keep all confidential information and trade secrets in the strictest of confidence during the working relationship. Parties may not share any confidential information with unauthorized third parties without the prior consent of either party. Each party shall use its best endeavor to ensure that all acts,

deeds and things as are necessary for due fulfillment of any obligation mentioned hereinabove are fulfilled with the agreed time frame.

IN WITNESS WHEREOF, the Parties have caused their duly authorised representatives to sign this MOU on the date first above written.

FOR SINGH LAW ACADEMY (SLA)

Authorised Signatory

For SINGH LAW ACADEMY PVT. LTD.

Director

Name: Amardeep Singh

Designation: Director

Date: 4th December 2025

Authorised Signatory

04/12/25

Name: Prof. (Dr.) S. P. Singh

Designation: Registrar

Registrar
Chanakya National Law University, Patna

Date: 4th December 2025

Witnesses

Signature

Name: Sachin Sharma

Designation: Accountant(SLA)

Signature

04/12/25

Name: Dr. Md. Safiullah

Designation: Assistant Professor