

THIS AMENDMENT AGREEMENT is made by way of a deed on January 1, 2021

BETWEEN:

- (1) W.B. NATIONAL UNIVERSITY OF JURIDICAL SCIENCES, KOLKATA("NUJS"); and
- (2) EBC PUBLISHING PVT. LTD. (company registration no. 7483) whose registered office is at 34A Lalbagh, Lucknow, 226001, UP, India ("EBC"), collectively the "Parties"

RECITALS

Whereas the Parties had entered into an Agreement on February 8, 2011 to publish and distribute the NUJS Law Review ("NUJS LR") ("Original Agreement").

Whereas the Parties wish to Amend the Original Agreement

and for avoidance of doubt, this Agreement will be applicable from Volume 13.

NOW IT IS AGREED

1. AMENDMENT TO CLAUSE 3

(a) In Clause 3.1 (e) "176" shall be replaced by the number "208".

(b) In Clause 3.1 (f) "244" shall be replaced by the number "272".

2. AMENDMENT TO CLAUSE 4 - CHANGE IN THE NUMBER OF BUY BACK COPIES

In Clause 4.2 "100" shall be replaced by the number "25".

3. ADDITION OF NEW CLAUSE 6A

(a) From Volume 13 onwards, NUJS shall pay a publication support amount of Rs. 10,000 + GST per issue to EBC.

4. OTHER CHANGES

In Clauses 4.1 and 4.2 the words "plus GST as applicable" shall be added after the words "printed price".

All other clauses shall remain valid and in force.

EBC Publishing Pvt. Ltd.

Director

02.01.23
Smt. Sikha Sen
Registrar (Acting)
The West Bengal National
University of Juridical Sciences
Kolkata - 700106

PROFESSOR DR. R. K. GHOSH
VICE CHANCELLOR
THE WEST BENGAL NATIONAL
UNIVERSITY OF JURIDICAL SCIENCES
KOLKATA



EXECUTED AS A DEED by
W.B. NATIONAL UNIVERSITY OF JURIDICAL SCIENCES, KOLKATA

Acting by:

Vice-Chancellor: NUJS

EBC Publishing Pvt. Ltd.

Acting by:

Director:

Director

PROFESSOR DR. M. K. CHAKRABARTI
VICE CHANCELLOR
THE WEST BENGAL NATIONAL
UNIVERSITY OF JURIDICAL SCIENCES
KOLKATA



EXECUTED AS A DEED by
EBC PUBLISHING PVT.LTD.

Sen
02.01.23
Smt. Sikha Sen
Registrar (Acting)
The West Bengal National
University of Juridical Sciences
Kolkata - 700106

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

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सत्यमेव जयते

ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

AK 425148

DATE: March 15, 2011

(1) W.B. NATIONAL UNIVERSITY OF JURIDICAL SCIENCES, KOLKATA

and

(2) EBC PUBLISHING PVT. LTD., LUCKNOW

PRINTING AND DISTRIBUTION AGREEMENT

Rev. 02.01.23
Smt. Sikha Sen
Registrar (Acting)
The West Bengal National
University of Juridical Sciences
Kolkata - 700 066



For EBC Publishing Pvt. Ltd.

Vice-Chancellor
W.B. National University of Juridical Sciences
Kolkata

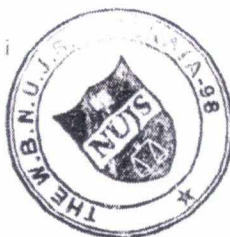
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Sen
 22.01.23
 Smt. Sikha Sen
 Registrar (Acting)
 The West Bengal National
 University of Juridical Sciences
 Kolkata - 700105

Vice-Chancellor

W.B. National University of Juridical Sciences
Kolkata



For EBC Publication Pvt. Ltd.

Maya Malik

or

THIS AGREEMENT is made by way of a deed on 8 February, 2011

BETWEEN:

- (1) **W.B. NATIONAL UNIVERSITY OF JURIDICAL SCIENCES, KOLKATA** ("NUJS"); and
- (2) **EBC PUBLISHING PVT. LTD.** (company registration no. 7483) whose registered office is at 34A Lalbagh, Lucknow, 226001, UP, India ("EBC").

RECITALS

- (A) NUJS is a deemed university under the West Bengal National University of Juridical Science Act 1999 (West Bengal Act IX of 1999) and imparts legal education. It also publishes the NUJS Law Review.
- (B) EBC publishes books and journals in print, CD-Rom and online formats in India and elsewhere.
- (C) EBC's mission includes the propagation and spreading of Indian legal materials and the encouragement of student initiatives to produce such materials.
- (D) The parties wish to enter into this agreement pursuant to which NUJS shall collect articles, comments, short notes and book reviews etc., edit them and submit them for publication and EBC will take on the responsibility of printing, distributing and selling the NUJS Law Review.

NOW IT IS AGREED

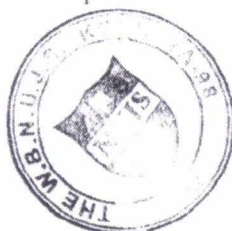
1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement (save where the context requires otherwise), the following terms and expressions shall have the following meanings:

Editorial Board means the selected student body which generates, controls and manages the content of the Journal and its functioning. It also solely determines the editorial policy which includes content, format, citation-style and other publication related aspects.

Force Majeure Event means any event affecting performance of this Agreement arising from or attributable to acts, events, omission or accidents which are not reasonably foreseeable by, and which are beyond the reasonable control of, a party including without limitation any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, system failure, epidemic or other natural physical disaster, failure, disruption or shortage of power supplies and/or internet connectivity, war, military operations, riot, crowd disorder, strike, lock-outs or other industrial action, terrorist action, civil commotion and any legislation, regulation, ruling or omissions of any relevant government, court or any competent national or international authority;

02.01.23
Smt. Sikha Sen
Registrar (Acting)
The West Bengal National
University of Juridical Sciences
Kolkata



Vice-Chancellor

W.B. National University of Juridical Sciences
Kolkata

For EBC Publishing Pvt. Ltd.

Maya Sen
Director

Intellectual Property Rights means any and all copyrights, registered design rights, trade marks, trade names, insignia, service marks, semi-conductor topography rights, know how, database rights, patents and all other legal and beneficial intellectual and industrial property rights (whether registered or not) throughout the world no matter by what such rights may be known as in any particular country in the world and all applications for the same;

Issue means one portion of the Journal as published on the Publication date.

NUJS Law Review (hereinafter 'Journal') means:

- (a) The Journal currently in its third year of publication and presently published, distributed and sold by NUJS and managed by its Editorial Board, and
- (b) From its fourth year of publication it shall be a collection of articles, comments, short notes, cases and book reviews, etc. collected, edited and published by the Editorial Board and printed, distributed and sold exclusively in the print medium by EBC at a certain pre-decided periodicity;

Periodicity means the interval between two Publication dates of the Journal and to begin with shall be three months, which period if changed by the Editorial Board shall be informed to EBC in writing;

Opening pages means a set of pages which will be inserted at the end of the last Issue and bound in the beginning of the Volume and shall contain the following information: the Board of Editors, the consolidated table of contents etc.

Publication dates means the dates on which each issue of the Journal shall be deemed to have been published;

Sister Company means, in relation to a company, any of the following: any company which is a Holding Company of that company, a Subsidiary of that company or a company or firm that it owned by the same promoters or managed by the same directors;

Year means a period of twelve calendar months commencing on 01 January in each year of the Term following the Effective Date (as defined in Clause 2);

Royalties means the amounts payable by EBC to NUJS pursuant to Clause 4 and Schedule 1;

Volume means all the issues for one calendar year collated together with an index in either bound or unbound condition.

Term means the duration of this Agreement, as set out in Clause 2.

- 1.2 All notices, directions and/or instructions which are required to be given or obtained pursuant to this Agreement shall be given in writing (which shall include email provided that all notices provided by email must be confirmed by letter).



2. COMMENCEMENT AND DURATION

The terms and conditions of this Agreement shall come into force on March, 15, 2011 (the "Effective Date") and shall continue indefinitely unless terminated in accordance with Clause 6.

3. CREATION OF NUJS LAW REVIEW

3.1 Obligations and Rights of NUJS

- (a) The Editorial Board of the Journal shall produce and publish each issue of the Journal. NUJS shall continue to remain the publisher of the journal.
- (b) It shall also ensure the content is original and that it does not infringe any Intellectual Property Rights.
- (c) The Editorial Board shall send all the content for the issues of the Journal as per the Publication Schedule so that EBC may bring out the Issues in time for the Publication Date.
- (d) NUJS shall receive Royalty as calculated under Clause 5 and Schedule 1.
- (e) The number of text pages of each issue shall not be less than 128 and shall not exceed 176 pages
- (f) If NUJS decides to bring out a special issue in any year it must inform EBC in writing by October 15 of the previous Year so that EBC can then accordingly change the subscription price and advertise the release of the special issue. In no event can the special issue be cancelled. The special issue will be of a minimum 160 text pages and not exceed 244 text pages.
- (g) NUJS shall indicate EBC as the sole distributor for the Print Edition for the current and subsequent years of the Journal on its website. NUJS shall also link to the subscription page of the Journal on the EBC Webstore site (www.ebcwebstore.com). NUJS shall be free to sell the parts of the Journal for the years 2008-10.
- (h) EBC shall forward any requests received by it for issues of the Journal published prior to the commencement of this Agreement, to an email address designated by the Board of Editors, within a period of Five (5) working days from the receipt of the request. Until instructions to the contrary are intimated to EBC by NUJS, details of the requests shall be forwarded to nujslr@gmail.com.

3.2 Obligations and Rights of EBC

- (a) NUJS grants EBC a limited license to carry out its obligations under this agreement. EBC shall be the sole and exclusive distributor of the Journal in the print medium.

02.10.23
Smt. Sikha Sen
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Kolkata - 700106



- (b) EBC undertakes to make best efforts to market and promote the Journal in Indian and overseas.
- (c) EBC shall typeset, print and distribute the Journal in print. EBC shall maintain the quality of printing of the Journal at present levels and shall ensure that the quality of paper and the quality of the cover paper used is similar in quality to the present printed issues.
- (d) EBC shall also include a set of 'Opening pages' at the end of the last issue to ensure that the Issues can be bound as a Volume.
- (e) EBC shall maintain the Journal's existing subscriber base.
- (f) To propagate and disseminate the content of the Journal, EBC shall, at its own cost and expenditure include the content of the Journal since inception on its databases and shall continue to do till this Agreement is terminated. The parties shall negotiate terms to allow EBC to continue to include the content of the Journal of subsequent Issues on its databases.
- (g) EBC shall have a right to include advertisement pages at the end of each Issue. The advertisement pages shall not exceed 4 pages and shall relate to publications whether in print or electronic medium. The Advertising will not relate to any Journal of any other Law School/College/University.
- (h) EBC shall include its logo on the cover page of the Issue, the first page of the Issue and on the cover of the Volume subject to the approval from the Editorial Board on maintaining the aesthetic appeal of the Journal.
- (i) The entire risk of printing, distribution, selling and collection of monies shall lie on EBC and in no way will EBC involve NUJS in any dispute regarding the same.
- (j) EBC shall list NUJS as one of its partners and link to a web page so designated by NUJS.

4. COMPLIMENTARY AND PAID SUBSCRIPTIONS

- 4.1 NUJS shall receive 10 complimentary subscriptions each year. Each contributor shall receive 10 off-Prints for each contribution. NUJS can purchase additional subscriptions at 50% discount on the printed price set for Individual customers.

4.2 NUJS shall purchase a minimum 100 subscriptions at the above price atleast for 2011, 2012 and 2013. Post 2013 NUJS shall indicate its requirement to EBC who shall supply the same at the above mentioned price.

5. ROYALTIES

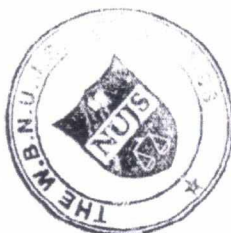
- 5.1 EBC shall pay the Royalties to NUJS on a yearly basis in arrears. If required EBC shall deduct TDS on the Royalty payable.

- 5.2 EBC shall on a yearly basis provide NUJS with a Statement of Royalties payable

Smt. Sikha Sen
Registrar (Acadmic)
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Kolkata - 700 095

Vice-Chancellor

National University of Juridical Sciences
Kolkata



For EBC Publishing Pvt. Ltd.
Mayank
Director

which shall contain the following information only:

- (a) Number of subscriptions in that Year
- (b) Price at which subscriptions booked, and
- (c) Country of subscriber.
- (d) Some names of prominent subscribers.

- 5.3 NUJS may at its own cost appoint an independent auditor to verify the Statement of Royalty.
- 5.4 No royalties shall be payable in respect of free/complimentary/sample copies given to NUJS or any organisation by EBC and this will be limited to a total of 20 subscriptions every year.
- 5.5 No royalties shall be payable in respect of paid copies purchased by NUJS.
- 5.6 The Royalties in respect of each Year shall be determined in accordance with Schedule 1.
- 5.7 EBC shall pay the Royalties in respect of each Year to NUJS within 45 days after the end of the Year.
- 5.8 The Royalties shall be payable (at EBC's cost) by cheque or electronic transfer to such bank account as NUJS shall notify to EBC from time to time.

6. TERMINATION

- 6.1 Either party may (without prejudice to its other rights) terminate this Agreement forthwith by written notice to the other if:
 - (a) the other party commits a material breach of any of its obligations or undertakings under this Agreement, other than as a result of a Force Majeure Event and such breach (if capable of remedy) has not been remedied to the satisfaction of the other party within 60 days of a written request so to do; or
 - (b) the other party has been unable to perform all or any of its material obligations under this Agreement as a result of a Force Majeure Event for more than 120 days.

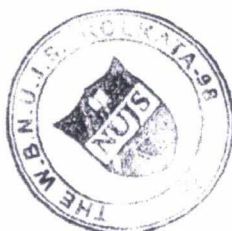
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02.01.23
Smt. Sikha Sen
Registrar (Acting)
The West Bengal National
University of Juridical Sciences
Kolkata - 700106

For EBC Publishing Pvt. Ltd.

Unnay Mondal
Director

MS
Vice-Chancellor

W.B. National University of Juridical Sciences
Kolkata



7. CONSEQUENCES OF TERMINATION

7.1 Expiry or termination of this Agreement for any reason shall be without prejudice to the rights and liabilities of either party which have accrued and been incurred prior to the date of termination and shall be without prejudice to any provision of this Agreement which is expressed to remain in full force and legal effect notwithstanding expiration or earlier termination of this Agreement.

7.2 Upon Termination of this Agreement:

- (a) the licences and rights granted to EBC pursuant to this Agreement in respect of the Journal shall forthwith terminate save that EBC shall remain entitled to retain the electronic data of the content of the Journal published prior to Termination on its databases;
- (b) all sums due and payable by EBC to NUJS as at the date of termination of this Agreement shall be paid forthwith;
- (c) the provisions of Clauses 1, 10, and 14 shall remain in full force and effect notwithstanding the Termination of this Agreement.

8. WARRANTIES

Each party warrants to the other that as at the date of this Agreement and throughout the Term it has and will continue to have the full right, title and authority to enter into this Agreement and to accept and perform the obligations imposed on it in this Agreement.

9. CO-OPERATION

NUJS and EBC hereby agree with each other that they shall co-operate, liaise and consult with each other on a regular basis in order to give effect to and implement the provisions and arrangements of this Agreement. Each party shall appoint a primary contact for the day to day liaison in relation to this Agreement.

10. INDEPENDENT CONTRACTORS

This Agreement shall not constitute either party as the agent of the other, or create a partnership, joint venture or similar relationship between the parties, and neither party shall have the power to obligate or bind the other party in any manner whatsoever. In all respects, each party shall act at all times as an independent contractor for all purposes of this Agreement.

11. WAIVER

Sanjit Sen
23
Sanjit Sen
Registrar (Acting)
The West Bengal National
University of Juridical Sciences
Kolkata - 700106

[Signature]
Vice-Chancellor
W.B. National University of Juridical Sciences
Kolkata



For EBC Publishing Pvt. Ltd.

[Signature]
Director

Failure by either party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any other occasion.

12. **ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and cancels and supersedes all prior agreements between the parties and prior representations made by either party, whether oral or written relating to such subject matter. Each party acknowledges that it is not relying on, and shall have no remedy in respect of, any statements, warranties, undertakings or representations given or made by the other party regarding the subject-matter of this Agreement, except for those expressly set out in this Agreement. Nothing in this clause shall exclude or restrict the liability of either party arising out of fraud or fraudulent misrepresentation.

13. **MODIFICATIONS**

This Agreement may only be modified or any provision waived if such modification or waiver is in writing and signed by a duly authorised representative of each party.

14. **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed and interpreted in accordance with Indian Law. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Indian Arbitration Act prevailing in force at that time. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be New Delhi, India. The language to be used in the arbitral proceedings shall be English.

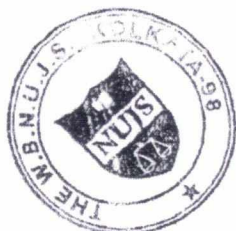
15. **TIMELINES**

For preparation of the drafts of every Issue for a particular Year, both Parties shall abide by the timelines indicated in Schedule 2 in good faith. This clause shall not apply for the first Issue of the Year 2011.

IN WITNESS WHEREOF the parties hereto have caused their duly authorised representatives to sign this Agreement by way of a deed on their behalf the day and year first before written.

[Signature]
02/01/23
Smt. Sikha Sen
Registrar (Acting)
The West Bengal National
University of Juridical Sciences
Kolkata - 700106

[Signature]
Vice-Chancellor
W.B. National University of Juridical Sciences
Kolkata



For EBC Publishing Pvt. Ltd.

[Signature]

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SCHEDULE 1

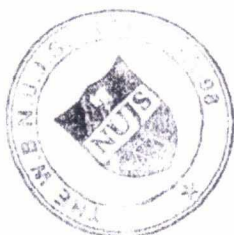
1. Royalties

- 1.1 EBC shall be free to set the price at which subscriptions to the Journal (subject to a minimum of Rs. 800 per subscription) are sold and different subscription rates may be set for different set/class of subscribers. Subject to mutual agreement of parties keeping in view the best interest of the journal. EBC shall pay NUJS royalties in respect of each subscription that it sells for the Journal calculated as set out in the first table below on the list price of the Journal.

Year and number of Subscriptions sold	Percentage of the annual subscription charge payable to NUJS for each Printed Reports Subscription
In 2011	10%
In 2012	12.5%
In 2013 and subsequent years for the first 750 copies	16%
In 2013 and subsequent years for all copies over the first 750 copies	20%

[Signature]
22.01.23
Sm. Srikha Sen
Registrar (Acting)
The West Bengal National
University of Juridical Sciences
Kolkata - 700106

[Signature]
Vice-Chancellor
W.B. National University of Juridical Sciences
Kolkata



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For EBC Publishing Pvt. Ltd.

[Signature]
Director

SCHEDULE 2 – Publication Schedule

DATE	TASK
ISSUE 1	
February 25	Word (.DOC) versions to be sent by NUJS LR.
March 10	Typeset PDF version to be sent by EBC (inclusive of cover page, index and ending).
March 15	Changes and errors to be intimated to EBC.
March 20	Final copy to be sent by EBC.
March 23	Confirmation to print by NUJS LR.
April 7	Publication date of Issue
ISSUE 2	
May 25	Word (.DOC) versions to be sent by NUJS LR.
June 10	Typeset PDF version to be sent by EBC (inclusive of cover page, index and ending).
June 15	Changes and errors to be intimated to EBC.
June 20	Final copy to be sent by EBC.
June 23	Confirmation to print by NUJS LR.
July 7	Publication date of Issue
ISSUE 3	
August 25	Word (.DOC) versions to be sent by NUJS LR.
September 10	Typeset PDF version to be sent by EBC (inclusive of cover page, index and ending).
September 15	Changes and errors to be intimated to EBC.
September 20	Final copy to be sent by EBC.
September 23	Confirmation to print by NUJS LR.
October 7	Publication date of Issue
ISSUE 4	
November 25	Word (.DOC) versions to be sent by NUJS LR.
December 10	Typeset PDF version to be sent by EBC (inclusive of cover page, index and ending).
December 15	Changes and errors to be intimated to EBC.
December 20	Final copy to be sent by EBC.
December 23	Confirmation to print by NUJS LR.
January 7	Publication date of Issue

[Signature]
Vice-Chancellor
 National University of Juridical Sciences
 Kolkata



For EBC Publisher, Ltd.
[Signature]
 Director

[Signature] 02.01.23
Smt. Sikha Sen
 Registrar (Acting)
 The West Bengal National
 University of Juridical Sciences
 Kolkata - 700106

EXECUTED AS A DEED by

W.B. NATIONAL UNIVERSITY
OF JURIDICAL SCIENCES, KOLKATA



) *M. P. Singh*
Vice-Chancellor

W.B. National University of Juridical Sciences
)
) Kolkata

Acting by:

Vice-Chancellor:
W.B. NUJS

EXECUTED AS A DEED by
EBC PUBLISHING PVT. LTD.

For EBC Publishing Pvt. Ltd.

)
) EBC Publishing Pvt. Ltd.
Acting by:

Director:

Imaydurai
Director

Director

Smt. Sikha Sen
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Registrar (Acting)
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