

**GUJARAT NATIONAL LAW UNIVERSITY  
GANDHINAGAR**  
(Course: Clinical-III: Advanced Legal Drafting  
Semester-X (Batch: 2012-17))

**End Semester Examination: April-May 2017**

Date: 2<sup>nd</sup> May, 2017

Duration: 2 ½ hours

Max. Marks: 40

**Instructions:**

- Read the questions properly and write the answers in the given answer book.
- The respective marks for each question are indicated in-line.
- Do not write anything on the question paper.
- Indicate correct question numbers in front of the answers.
- No questions or clarifications can be sought during the exam period, answer as it is, giving reason, if any.

- Marks**
- Q.1 Answer **any five** of the following in brief: (5x2=10)
- (a) Explain the difference between Memorandum of Understanding and Agreement.
- (b) Explain the difference between drafting of Leave to Appeal and Writs.
- (c) Distinguish between deed of License and deed of Assignment.
- (d) Explain the Severability Clause with an example.
- (e) What are the basic differences to be considered while drafting normal instruments and Intellectual Property related instruments?
- (f) Explain the meaning and significance of clauses of 'exclusive license' and 'non-exclusive license' included in Intellectual Property Licensing instruments.
- Q.2 Answer **any one** of the following: (1x5=05)
- (a) Draft a model Arbitration Clause available in a commercial agreement.
- (b) Draft a model Mediation Clause required to be incorporated in a commercial instrument.
- Q.3 Draft a suitable agreement from the following term sheet. (15)

Parties	1. Holiday Express Inn, a company incorporated under the laws of USA having a chain of 5-star and 7-star hotels in various countries. They have registered their Trademark in many countries. Indian registration was obtained in 2010. 2. Jadhav Corporation, a Private Company registered under the Indian Companies Act 1956, having its registered office at Mumbai
Purpose	To start chain of hotels in three main cities of India including Mumbai, Delhi and Bangalore. Trademark of Holiday Express Inn shall be used for all the purposes of business.
Services Expected	Jadhav Corporation shall establish the 7-star hotels with Trademark described above and all facilities shall be provided to the customers.

Consideration	For the use of Trademark, annual royalty to be paid is Rs. 50,00,000/- On all other bookings of customers through Holiday Express Inn channel, 20% on net profit is to be paid by Jadhav Corporation.
Proposed Term	Until termination by any party or mutually.
Termination	Either by mutual agreement or by either party after servicing notice of 6 months and settlement of all dues.
Sub-Licensing	Permitted with prior written approval of other party in case of requirement of advertisement and promotional offers only.
Confidentiality	<ul style="list-style-type: none"> <li>○ Existence of this term sheet is confidential</li> <li>○ All information relating to this arrangement, including nature of transactions and existence of agreement shall be kept confidential by both parties</li> <li>○ Standard exceptions</li> </ul>
Warranty Representation for IP validation	To be provided by Holiday Express Inn
Quality Assurance	Required to be given by Jadhav Corporation in proper clause
Definitive Agreement	To be executed within 30 days of this Term Sheet
Governing Law	Indian law
Dispute Resolution	Arbitration
Jurisdiction	Courts at the place of Registered Office of the Company
Others	As per standard Intellectual Property agreement Clauses

Q.4 Draft a suitable deed incorporating clauses of indemnity and guarantee based on the following facts: (10)

Borrower	M/s Purva Associates, a registered Partnership firm under the applicable Indian Laws
Lender	Abhayam Bank, a banking company incorporated and registered under Indian Laws
Guarantor	M/s Brihan Ltd., a Public company incorporated under the Indian Companies Act 1956
Funds	Rs. 20 Crore
Purposes	Investment for the incorporation of a manufacturing unit for the production of sports equipment
Term	10 Years
Rate of Interest	10%
Loan Agreement	To be executed within 10 days of this agreement
Alteration in Terms of Loan Agreement	No changes except with the approval of Guarantor
Subrogation	To be incorporated with proper clause
Additional Funds	Permissible with the approval of Guarantor
Dispute Settlement	Through Competent Court after mediation
Jurisdiction	Courts at Ahmedabad
Other Clauses	As per standard Guarantee deed

\*\*\*