

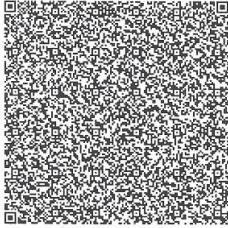


सत्यमेव जयते

INDIA NON JUDICIAL Government of Karnataka

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Certificate Issued Date : 15-Apr-2014 03:08 PM
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Purchased by : UNIVERSITY OF AGRICULTURAL SCIENCES BANGALORE
Description of Document : Article 12 Bond
Description : AGREEMENT
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The Ryots Agricultural Produce Co-operative
Marketing Society Ltd., Mandya.

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Memorandum of Understanding (MOU) between ICAR Institutes & State Agricultural Universities

This MOU is signed between **Central Rice Research Institute (CRR)**, Cuttack, Odisha, a constituent of Indian Council of Agricultural Research (ICAR), New Delhi, A Society registered under the Societies Registration Act 1861 (hereinafter called 'Licensor') **AND- University of Agricultural Sciences (UAS), Bangalore** (hereinafter called the 'Licensee').

Whereas the Licensor has developed a **CMS line, CRMS32A** and the Licensee is interested to utilize this line as female parent for the hybrid, KRH-4 and to take up large scale commercial seed production and marketing of this hybrid in India. For this purpose, Licensor and Licensee have agreed to the terms and conditions given below.

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

16/4/14

Objectives:

To provide a license to UAS, Bangalore to multiply the CMS line CRMS32A to use as female parent for the hybrid, KRH-4 developed by UAS, Bangalore utilizing the CMS line developed by CRRI, Cuttack. In order to better realize this activity, CRRI, Cuttack and UAS, Bangalore hereby agree on certain terms and conditions enumerated herein, to allow UAS, Bangalore to utilize the CRRI, Cuttack bred CMS line, CRMS32A for a period of five years from the date of execution hereof.

Implementation:

CRRI, Cuttack/ Licensor hereby grants to UAS, Bangalore/ Licensee, a non-exclusive licence to maintain, produce, multiply, and utilize the CMS line, CRMS32A for the exclusive purpose of producing hybrid seed of KRH-4 on the following terms and conditions:

A. The CRRI/Licensor (FIRST PARTY) shall provide to UAS, Bangalore/Licensee (SECOND PARTY)

- a. CRRI/Licensor shall recognize UAS, Bangalore as its " sponsored breeder", for the period of five years from the date of execution hereof;
- b. The license to utilize CRMS32A on a non- exclusive basis and will be valid initially for a period of five years and is restricted for use of CRMS32A to develop the seeds of the hybrid, KRH-4 only.
- c. The Licensee will have to take fresh license from the Licensor for utilization of CRMS32A for any purpose other than the purpose of multiplying hybrid seeds of KRH-4.
- d. Maintenance of purity of the CMS line is the exclusive responsibility of the Licensee.

B. CRRI, Cuttack / Licensor (FIRST PARTY), in turn, shall expect from UAS, Bangalore /Licensee (SECOND PARTY):

- i. The Licensee shall not change the denomination of the CMS line. (i.e., the name CRMS32A shall continue).
- ii. The offer to Licensee is on non exclusive basis
- iii. The Licensee will not use for commercial purpose, CRMS32A as parental line for any hybrid other than KRH-4 for which the present agreement is made without prior approval of CRRI, Cuttack/Licensor.

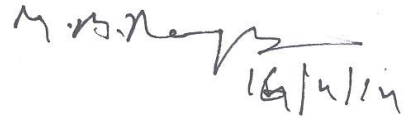


M. B. Nayak
16/4/19

- iv. Licensee will not sub- license this Agreement to a third party without prior approval of the CRRI, Cuttack / Licensor. Supply of the said parental line to growers for multiplication and production purposes and supply of the said parental line to industry for the purpose of KRH-4 hybrid production, shall not require the approval of the CRRI, Cuttack / Licensor. The Licensee shall not share the "B" line or the maintainer line seeds with any third party.
- v. The Licensee agrees for benefit sharing to the tune of 20% of the net returns **realised by the University of Agricultural Sciences, Bangalore**, from sale / commercialization of the hybrid KRH-4, which was developed utilizing CRMS 32A as the female parent.
- vi. The Licensee (Second party) shall intimate the CRRI, Cuttack (FIRST PARTY) on an annual basis regarding the details and quantum of commercial hybrid seeds of KRH-4 sold.
- vii. The Licensee agrees to provide adequate access to the records maintained by the Licensee to the Licensor to ascertain actual production and sale figures.

Other Clauses:

1. The Licensor is the sole authority possessing the right of ownership of intellectual property rights of the parental lines (CRMS 32A&B) and this shall remain so even after signing this agreement with Licensee.
2. The Licensor will not be responsible for any complaint made/liability claimed by any interested parties including farmers/farmers' organization/ court decisions etc. With regard to performance or genuineness of seed material, produced and marketed by the Licensee.
3. This agreement is subject to amendments as per the rules and guidelines of ICAR, DARE, PPV & FRA, IPR and other relevant acts of Union/State government. The "LICENSEE" will recognize the "LICENSOR" as "INITIAL BREEDER" when developing ESSENTIALLY DERIVED VARIETIES (EDVs) or new hybrids/ varieties by using the parental lines viz., CRMS 32A and CRMS32B and will be obliged to share a part of the commercial benefit accrued with ICAR/CRRI under the provision of the PPV & FR Act.
4. As and when the registration is granted under the PPV & FRA, the "PPV and FR" Act comes into being, the rules and regulations decided with respect of "EXTANT VARIETY" shall be acceptable to the " LICENSEE" .
5. The terms and conditions of this MOU can be amended by mutual agreement of both the parties keeping in view the developments in future with respect to IPR.
6. This agreement is valid for a period of **FIVE YEARS** from the date of signing the MOU and it is renewable for further period on mutually agreed terms and conditions. The Licensor will be free to revoke the MOU unilaterally if any of the clauses are violated by the Licensee.



16/11/14

7. Any dispute arising out of this agreement should be settled through mutual consultation by both the parties. If dispute is not settled through mutual consultation, decision of the Director of CRRI, Cuttack, Odisha will be final and binding on both the parties as the Director will act as the sole arbitrator.

Signed on this 16th day of April, 2014 by the authorized representative of CRRI, Cuttack on behalf of the Licensor and the authorized representative of University of Agricultural Sciences, Bangalore or behalf of the Licensee, at Bangalore.

Signed by

For and behalf of the
**Central Rice Research Institute
(CRRI), Cuttack**

वरिष्ठ प्रशासनिक अधिकारी
Senior Administrative Officer
केंद्रीय चावल अनुसंधान संस्थान
Central Rice Research Institute
कटक :Cuttack-753006 (ओडीशा Odisha)
Name
Designation :

Seal

वरिष्ठ प्रशासनिक अधिकारी
Senior Administrative Officer
केंद्रीय चावल अनुसंधान संस्थान
Central Rice Research Institute
कटक Cuttack-753006 (ओडीशा Odisha)

Witnesses

Name and address :

1.

Dr. O. N. Singh
Principal Scientist & Head
Division of Crop Improvement
Central Rice Research Institute
Cuttack - 753 006, Orissa (India)

2.

Signed by

For and on behalf of 16/4/14
**University of Agricultural Sciences,
Bangalore**

REGISTRAR
UNIVERSITY OF AGRICULTURAL SCIENCES -
G.K.V.K. CAMPUS, BANGALORE - 560 065.

Name : **Dr. M. B. Raju Chouda**
Designation :

Seal

Name and address

1.

Dr. M.A. SHANKAR
Director of Research
University of Agricultural Sciences
GKVK, Bangalore - 560 065.

2.

N. SHIVAKUMAR
Professor (Hybrid Rice)
Zonal Agricultural Research Station
V. C. Farm, MANDYA - 571 405
Karnataka State