

MAHARASHTRA



सदर मुद्रांक उप कोषागार पाचोरा
प्रेषित दि 3 AUG 2012
प्रमाणित करण्यात आलेला आहे

उप कोषागार अधिकारी
पाचोरा

न 298 ता स्टॅम्प रु. 100 GA 754614

श्री. निमल सिड्स प्रा. लि.,
रा. पाचोरा यांना हा मुद्रांक एकूण
मुद्रांक रुपये 3000 होणे करिता दिला
हस्ते

सदीप अशाक ब्राम्हण
मुद्रांक विक्रेता, पाचोरा
ला न 3/2000

AGREEMENT

This Agreement is made on this 25th day of September, 2012 at New Delhi BY and BETWEEN the President of India acting through Department of Biotechnology, Ministry of Science and Technology, Government of India, having its office at 7th Floor, Block 2, CGO Complex, Lodhi - Road, New Delhi - 110003 hereinafter referred to as "DBT" (which expression shall wherever the context so admits include its successors and assignees) of the First Part

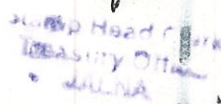
AND

M/s Nirmal Seeds Pvt. Ltd. a Company incorporated under the Companies Act, 1956 having its registered office at Bhadgaon Road Pachora- 424201, Dist -Jalgaon, Maharashtra India, hereinafter referred to as "Nirmal" (which expression shall wherever the context so admits include its successors in interest, liquidators, administrators and permitted assignees) of the Second Part

AND

University of Delhi, South Campus an Institute having its registered office at Benito Juarez Road New Delhi - 110021 Hereinafter referred to as "the UDSC" (which expression shall wherever the context so admits include its successors in interest, liquidators, administrators and permitted assignees) of the Third Part

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H. N. 3/2000



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AND

Maharashtra Hybrid Seeds Company Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Resham Bhavan, 4th Floor, 78 Veer Nariman Road, Mumbai - 400 020, and a Research Centre on the Jalna - Aurangabad Highway, at Village Dawalwadi, Taluka Badnapur, Dist: Jalna, Maharashtra, hereinafter referred to as "MHSCS" (which expression shall wherever the context so admits include its successors, receivers, administrators, and permitted assigns) of the THIRD PART.
(hereinafter referred singly as the Party and collectively the Parties)

WHEREAS UDSC is a pioneer institution of higher education, learning and research of one of the premier universities of India, with a focus on inter-disciplinary programmes on Social Sciences, Humanities and Applied Sciences and its Department of Plant Molecular Biology is involved in and has developed over the years, expertise, facilities and capabilities in the fields of advanced research and development in the broader area of Plant Molecular Biology and Biotechnology. Its faculty members (Prof. Akhilesh K. Tyagi, Dr. Sanjay Kapoor and Prof. Jitendra P. Khurana) are contact persons for the project envisaged herein.

AND WHEREAS MHSCS is engaged exclusively in the research and development of a broad range of quality seeds, using scientific advances in biotechnology, plant breeding and crop production, for the farming community. Its staff members (Dr. Usha Zehr and Dr. Venugopal Mikkilineni) are contact persons for this project.

AND WHEREAS the DBT is entrusted by the Government of India with the work of promotion of Biotechnology in the country, and has resources available to fund collaborative scientific projects in the area of Biotechnology.

AND WHEREAS the parties (UDSC and MHSCS) desire to establish a framework of scientific co-operation in the area of research and technology transfer and agricultural development, seeking funding from internal and external sources on topics of mutual interest and have identified a certain project.

AND WHEREAS MHSCS and UDSC have jointly conceived a project entitled "**Development of High Throughput Approaches to Understand Molecular Basis of Heterosis in Rice for Precision Breeding**" more comprehensively described in **Annexure-II** for undertaking said project research work by UDSC in collaboration with MHSCS (hereinafter called "PROJECT") and have submitted the project proposal to DBT for its support and funding.

AND WHEREAS DBT has agreed to fund the Project to the extent stated herein on the terms and conditions contained hereinafter.

Now, therefore, in consideration of the premises herein above, the parties hereto agree as follows:

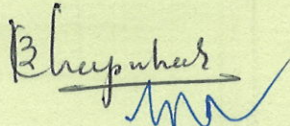
1. SCOPE OF THE AGREEMENT

1.1 The parties hereto have agreed to work on the project "Development of High Throughput Approaches to Understand Molecular Basis of Heterosis in Rice for Precision Breeding" and to contribute as regards expenses and costs of the same. MHSCS shall bear its own costs with respect to the Project. All costs incurred by UDSC with respect to the Project shall be supported by DBT. MHSCS also has an interest in accessing all New Technologies developed in the Project.

1.2 This Agreement details the terms and conditions, financial arrangements, modalities of collaboration, intellectual property rights, responsibilities and obligations of each party pertaining to the Project.

1.3 The Project shall have agreed time lines with MHSCS and UDSC aiming to complete the Project in accordance with the time schedule outlined in **Annexure-III**. The milestones to be achieved for completion of the Project are set out in **Annexure-III**.

1.4 UDSC agrees to undertake its obligations under the Project for no more than the costs as set out in **Annexure-I (B) of the present agreement**.

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2. DEFINITION OF TERMS:

2.1 **"Affiliate"** shall mean with respect to an entity, any other entity that directly or indirectly is controlled by, under common control with or in control of, that entity. The term "control" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity whether through the ownership or possession of 40% of equity, by contract or otherwise.

2.2 **"Confidential Information"** shall have the same meaning as provided under clause 7 (confidentiality and breach) of this Agreement.

2.3 **"Project"** shall mean any project/endeavour in the areas of research, technology transfer and/or agricultural development in which UDSC and MHSCL co-operate and/or collaborate scientifically and/or technically, whether funded internally and/or externally, and shall include, the project titled "Development of High Throughput Approaches to Understand Molecular Basis of Heterosis in Rice for Precision Breeding".

2.4 **"Net Sales"** for the purpose of this Agreement shall mean gross sales quantities of products, less (i) returned quantities, retroactive price reductions and free sample quantity (to the extent mutually agreed), (ii) discounts actually allowed, (iii) packaging, freight/transportation and prepaid insurance charges on shipments (iv) sales taxes, value added taxes or other governmental charges actually paid in connection with sales and delivery of Products (but excluding what are commonly known as income taxes) and (v) any excise or other governmental charge or tax on the manufacture of the Product. For purposes of determining Net Sales, a sale shall be deemed to have occurred when an invoice therefor shall be generated or the Products shipped for delivery. Sales of Products by MHSCL or an Affiliate or sublicensee of MHSCL to any Affiliate or sublicensee which is a reseller thereof, shall be excluded, and only the subsequent sale of such Products by Affiliates or sublicensees of MHSCL to unrelated parties shall be deemed Net Sales hereunder.

2.5 **"New Technology(ies)"** for the purpose of this Agreement shall mean any intellectual property (IP) / intellectual property rights (IPR) technology(ies) resulting from or developed as a result of the Project, and shall include finished product(s) ready to be commercialised as well as biological materials on which further development work is necessary prior to commercialisation. For the avoidance of doubt, New Technologies shall include but not be limited to seed, germplasm, genes, gene constructs, event IDs, plants and plant parts and enabling biological materials such as promoters, leader sequences, terminator sequences, transit peptides, selectable markers, introns, etc.

2.6 **"Product(s)"** for the purposes of this Agreement shall mean any commercial seed, hybrid and/or variety, in any crop species developed by MHSCL and marketed by its Affiliates, and sublicensees, incorporating New Technologies.

2.7 **"Third Party"** shall mean any person (legal or natural), organisation, firm, corporation, partnership or entity other than MHSCL, UDSC or DBT.

2.9 **"Disclosing Party"** shall mean any party to this Agreement when it discloses Confidential Information (as defined herein) to another.

2.10 **"Recipient"** shall mean any party to this Agreement in instances where it receives Confidential Information from another.

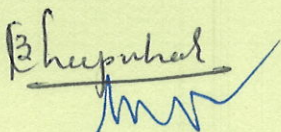
3. MODALITIES OF COLLABORATION

The respective responsibilities of MHSCL, UDSC and DBT shall be as follows:

3.1 RESPONSIBILITIES OF MHSCL

MHSCL shall;

a) Provide intellectual and resource input in the Project as more specifically outlined in **Annexure-II** hereto.

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- b) Undertake/carry out the activity of the Project as outlined in **Annexure-II** and maintain separate account for the Project.
- c) Shall provide funds for the Project as outlined in **Annexure-I (A)** hereto.
- d) Provide continued support of the faculty/staff members named in the recitals and in the event of non-availability of any of them to make available services of another person not less competent and acceptable to the other Parties.
- e) Permit the monitoring team appointed by the DBT to have access to the premises where their part of the PROJECT activity is being carried out.

3.2 RESPONSIBILITIES OF UDSC

UDSC shall;

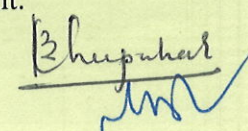
- a) Undertake the scientific and technological activities of the Project as set out in **Annexure II.**
- b) Ensure that the funds of the project are utilized only in accordance with the Agreement. UDSC shall not entrust the implementation of the work for which grant is being sanctioned to other institutions and to divert the grant received as assistance to the latter institution. In case UDSC itself is not in a position to execute or complete the project, it may refund forthwith to the DBT the entire amount received by it. (In exceptional case this condition may be relaxed by the DBT in its discretion for special and cogent reasons to be recorded for acceding such relaxation.)
- c) maintain a separate account operated by Accounts Officer of UDSC as per institutional norms.
- d) Provide continued support of the faculty/staff members named in the recitals and in the event of non-availability of any of them to make available services of another person not less competent and acceptable to the other Parties.
- e) submit a statement of accounts and utilization certificate of the funds of the PROJECT to DBT.
- f) Permit access to the monitoring team appointed by the DBT to the premises where part of the PROJECT activity is being carried out.

3.3 RESPONSIBILITIES OF DBT

DBT shall;

- a) provide financial support of **Rs. 365.45 Lakhs** (Rupees Three Hundred and sixty five Lakhs Forty Five thousand only) to UDSC for the Project as outlined in **Annexure-I (B)** hereto. In the beginning of the first year of the project after signing the agreement, DBT shall pay **Rs. 132.47 Lakhs** (Rupees One Hundred thirty two lakhs forty seven thousand only) to UDSC as first year contribution and in the beginning of the second year of the project **Rs. 61.92 Lakhs** (Rupees Sixty One Lakhs Ninety Two Thousand only) to UDSC as second year contribution and in the beginning of the third year of the project **Rs. 69.55 Lakhs** (Rupees Sixty Nine Lakhs Fifty Five Thousand only) to UDSC as third year contribution and in the beginning of the fourth year of the project **Rs. 59.08 Lakhs** (Rupees Fifty Nine Lakhs Eight Thousand only) as fourth year contribution and in the beginning of the fifth year of the project **Rs. 39.43 Lakhs** (Rupees Thirty Nine Lakhs Forty Three Thousand only) as fifth year contribution. The release for the second year and all subsequent years shall be made only after UDSC furnishes utilization certificates, in respect of earlier releases, as required by DBT.
- (b) appoint a monitoring committee in consultation with UDSC and MHSCL. The Monitoring Committee will periodically review and monitor the Project (at least once a year) and give the required direction for timely and effective completion of the Project.

3.4 Annexure-I (A), I (B), II and III of this Agreement shall be deemed to be an integral part of this Agreement and shall be referred to in case of any conflict between the provision of this Agreement.

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3.5 In consideration of the work to be carried out for the project at UDSC and MHSCL the schedule of funding for the PROJECT will be as detailed in the Annexure-I (A) and I (B).

4. DURATION OF THE PROJECT

The Project duration will be initially for five years from the date of issue of sanction order for release of funds by DBT after the Agreement is signed by the concerned parties and need for its extension, if any will be reviewed by mutual agreement among the Parties. However, it would be the endeavour of all Parties to complete the PROJECT within the stipulated period. In case the Parties feel that it is desirable to undertake further research commitment, the parties will execute a supplementary agreement laying down the terms, conditions and financial arrangements of such further research work and sharing of the intellectual property right generated by further work.

5. COMPLETION

The PROJECT envisaged shall be deemed to have been successfully completed, when so assessed by Monitoring Committee. In case, during the tenure of the PROJECT it is found that the PROJECT is not likely to lead to successful completion, all the Parties hereto can jointly decide to abandon the PROJECT prematurely. In the event the PROJECT terminates as a result of the unilateral withdrawal of UDSC or DBT, MHSCL shall have the right to continue the PROJECT work and develop and commercialise any resulting Product(s) and shall have the exclusive right to use any IPRs arising out of the said PROJECT work and shall not have any value sharing or royalty obligations in this regard to the other parties. UDSC shall provide all the data and other results up to that stage to MHSCL in order to allow MHSCL to continue the PROJECT work. The same provisions will be applicable for UDSC also in case of unilateral withdrawal by MHSCL. In case of the unilateral withdrawal from the PROJECT by UDSC, the unutilized PROJECT money shall be returned to DBT and assets created shall be dealt with as per DBT norms.

6. RESULTS OF THE PROJECT, INTELLECTUAL PROPERTY RIGHTS, ROYALTY PAYMENTS AND PUBLICATION

6.1 UDSC and MHSCL agree to jointly protect any intellectual property (IP) that may result from the PROJECT, provided that either Party may, at its option, decide not to protect such IP without penalty for so choosing. In such an event, the other Party shall be free to protect such IP at its own cost, with a provision for value-sharing for the non-protecting party as per 6.7.

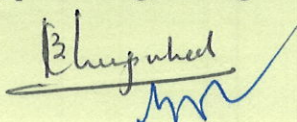
6.2 The Intellectual Property Rights generated in the PROJECT, shall be owned jointly by UDSC, DBT and MHSCL, and they shall be 'co-applicants' with respect to the same as per the applicable laws. Names of researchers would be mentioned as inventors as per the provisions of The Patents Act, 1970 as amended by the Patents (Amendment) Act, 2005. Due consideration will be given to IP guidelines vide instructions for Technology Transfer and Intellectual Property Rights (IPR) issued by the Ministry of Finance.

6.3 The cost of protection of such jointly owned New Technologies shall be equally shared by the parties hereto. The costs incurred by UDSC may be borne by DBT.

6.4 In case the total cost of protection for New Technology(ies) has to be borne by MHSCL, the cost incurred on behalf of UDSC may be reimbursed by DBT.

6.5 Information generated as a result of the Project, other than New Technology, can be used and shared by both parties for internal R&D and future innovations. In the event that the parties hereto use such information to develop new technologies and in the development of future innovations, they shall recognise each others' IP rights vested in such new technologies and innovations.

6.6 MHSCL and its Affiliates shall have a worldwide, exclusive license, with a right to sublicense, to Commercialise such New Technologies in all crops. "Commercialisation"/"Commercialise" means and includes manufacturing/production marketing, promoting, selling and distributing the Product by utilization of IPR, including making

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arrangements of any and all kinds with any entity or entities anywhere in the world including sub-licensing in respect to the Product. MHSCL, through its Affiliates and/or sublicensees shall begin Commercialisation of a Product at any time within a period of twelve months following the grant of all approvals and authorisations necessary to allow the marketing and sale of any of the Product(s) in any Country on world wide basis.

6.7 Upon Commercialisation of New Technologies, or Products, by MHSCL, its Affiliates and/or its sublicensees, MHSCL shall pay royalty to UDSC at the rate of, 2% of Net Sales value in case of finished product(s); and 1% of Net Sales value for use of biological materials on which further development work is necessary before proceeding to Commercialisation. The DBT shall have the right to royalty free, not-for-profit, non-transferable license, in the Republic of India, for the use of the Intellectual Property Rights for the purpose of the Non Commercial Use for the Government of India as per instructions of the Ministry of Finance, Government of India. Any other use of the Intellectual Property Rights by DBT shall require the prior approval of the other parties hereto. "Non Commercial Use" for the purposes of this Agreement shall mean distribution, other than sale, of Product(s) at Cost to the resource-poor. "Cost" shall mean the current cost of non-transgenic seeds that are sold as truly certified seeds or as open-pollinated registered varieties or in any other nomenclature, and increased by direct incremental cost of producing, storing and distributing transgenic seeds, in the case of transgenic Products. Direct incremental costs would comprise of men and material cost that are attributable to transgenic seed production, storage and distribution. In either case, Cost of the Products shall be calculated on an actual cost basis under the heads of production, processing, packing, storage and distribution.

6.8 It is understood by UDSC that any apportionment of IPR benefits and/or royalty with respect to their scientist-inventors, shall be from the royalty amount stipulated in Clause 6.7 above as per UDSC's internal policies, if any.

6.9 In the event that MHSCL chooses not to Commercialise such New Technology (ies), UDSC shall have a right to Commercialise the same, either through itself or through Third Parties, with the prior written approval of MHSCL and shall pay MHSCL a royalty as per 6.7 above.

6.10 With regard to Clause 6.9 above, MHSCL shall notify UDSC in writing, as soon as is reasonably possible, of its decision not to Commercialise such New Technology (ies). MHSCL and UDSC shall meet at mutually agreed intervals, to review progress on the PROJECT and share outcomes and to determine further courses of action.

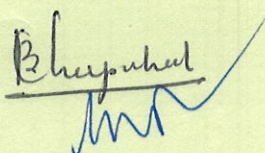
6.11 In any event, MHSCL will inform DBT and UDSC in writing within one year from the completion of the PROJECT and 10 months after grant of all marketing approvals about its decision not to Commercialise the intellectual property as envisaged hereinbefore.

6.12 Parties hereto agree and understand that students/researchers of UDSC working on PROJECT will need to publish Ph.D. thesis and research papers. Publication of the same is hereby permitted, provided that the written consent of both parties is obtained prior to any such publication. Both parties shall be given a period of 30 (thirty) days to review such proposed publications. If, in the opinion of a party, any such proposed publication describes a patentable development or may prejudice the obtaining of any IPR, such party shall then have the right to request delay of publication or other public disclosure for a period of 60 (sixty) days, to enable application for the appropriate IPR to be made.

7. CONFIDENTIALITY AND BREACH

7.1 During the tenure of the Agreement and during such extended period/s as agreed upon or for the life of the patent, whichever is later, and for a further period of five years thereafter, UDSC, MHSCL and DBT undertake on their behalf and on behalf of their employees/representatives/associates during the term when they are directors, officers and employees, affiliates, etc, of a party and thereafter when they cease to have any relationship with a party, to maintain strict confidentiality and prevent disclosure of all or any part of the information and data exchanged / generated pursuant to the PROJECT or under this Agreement, defined as Confidential Information below, for any purpose other than in accordance with this Agreement without the prior written consent of all the three parties to the Agreement.

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a) "Confidential Information" shall mean any and all information disclosed by one party to another in writing or in any other tangible medium and designated as "CONFIDENTIAL" at the time of disclosure or, if disclosed orally, electronically, visually, and/or in unmarked tangible medium, shall be identified by the Disclosing Party as confidential at the time of disclosure and thereafter summarized in writing or reduced to another tangible medium, designated as confidential, and submitted to the Recipient within thirty (30) days of such disclosure. Results generated by a party, will be Confidential Information of such party. "Confidential Information" shall further mean any and all knowledge, know-how, information, techniques, technology, intellectual property and/or intellectual property rights ("IPRs"), exchanged, generated, related to, arising out of and/or shared in furtherance to, in implementation of or pursuant to the Agreement and Project, including, but not limited to, New Technologies, business plans, market data, and product concepts, technical processes, materials, specifications and plans, and results of research activities, genetic sequence information, patent prosecution information, research data databases, software, bioinformatics tools, recordings, instructions, manuals, papers or other materials of any nature whatsoever.

b) CONFIDENTIAL INFORMATION is being disclosed between the PARTIES hereto for the sole purpose of enabling the PARTIES to conduct the activities under this Agreement as part of the PROJECT as set forth herein.

c) The CONFIDENTIAL INFORMATION shall be kept strictly confidential by the Recipient and, except as otherwise permitted herein, shall not be disclosed to any THIRD PARTY by the Recipient in any manner whatsoever, in whole or in part, without first obtaining the DISCLOSING PARTY's prior written consent to such disclosure. The standard of care required of the Recipient in protecting the confidentiality of the Disclosing Party's CONFIDENTIAL INFORMATION shall be the same standard of care that the Recipient uses in protecting its own Confidential Information of a similar nature, but in no event shall the Recipient use less than a reasonable standard of care. The Recipient may disclose the Disclosing Party's CONFIDENTIAL INFORMATION only to the Recipient's employees or consultants on a need-to-know basis, provided that the Recipient will have executed or shall execute appropriate written agreements with its applicable consultants sufficient to enable the Recipient to comply with all the provisions of this AGREEMENT.

d) The CONFIDENTIAL INFORMATION shall not be utilized by the Recipient except as permitted herein, without first obtaining the Disclosing Party's prior written consent to such utilization or without first entering into a separate written agreement duly executed by authorized representatives of the PARTIES hereto.

e) CONFIDENTIAL INFORMATION shall not include the following:

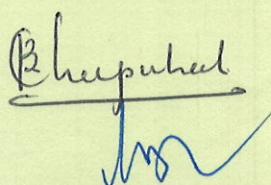
(i) information which at the time of disclosure to a PARTY hereto is part of the public domain;

(ii) information which, after disclosure to a PARTY hereto, becomes part of the public domain, through publication, either under 6.12 or otherwise, except as a result of any act or omission of such receiving party;

(iii) information which the receiving party can establish by competent proof was in its possession at the time of its disclosure hereunder;

(iv) information which the receiving party lawfully receives from a THIRD PARTY; provided, however, that such information was not obtained by said THIRD PARTY directly or indirectly in breach of any confidentiality obligation owed to the original Disclosing Party; and

(v) information that the receiving party can demonstrate was developed by or for the Recipient independently of and without reference to the disclosure of CONFIDENTIAL INFORMATION by the Disclosing Party or its AFFILIATES.

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f) Notwithstanding any provision herein to the contrary, in the event that any PARTY receiving CONFIDENTIAL INFORMATION hereafter becomes obligated by mandatory applicable law, regulatory rule or judicial or administrative order to disclose such CONFIDENTIAL INFORMATION or any portion thereof, to any governmental authority or court, the receiving party shall promptly notify the Disclosing Party thereof of each such requirement and identify the documents so required thereby, so that the Disclosing Party may seek an appropriate protective order or other remedy with respect to narrowing the scope of such requirement and/or waive compliance by the Recipient with the provisions of this AGREEMENT.

7.2 The parties agree and confirm that in case of any breach of confidentiality provisions set out in the present Agreement by one party, the non-defaulting party shall have right to take appropriate action.

7.3 Specific Confidential Information disclosed by either party will not be deemed to be within any exceptions set forth in this numbered paragraph 7.1 (e) and (f) merely because it is embraced by more general information to which one or more of those exceptions may apply. Even though the Confidential Information is within one of those exceptions, the Recipient will not disclose to Third Parties that the excepted Confidential Information was received from the Disclosing Party.

7.4 Upon termination/expiration of this Agreement or otherwise at the written request of the Disclosing Party, the Recipient will promptly return or destroy the Confidential Information together with any copies or extracts thereof which have been made, save for one copy which may be retained as a legal record and/or for the sole purpose of ensuring compliance with the ongoing obligations created herein.

7.5 This Agreement confers no rights or license unto either party to use the Confidential Information other than as provided for in the Agreement.

7.6 The parties hereby acknowledge the Disclosing Party retains any and all right, title and interest in and to the Confidential Information.

7.7 The Disclosing Party makes no representations or warranties either express or implied with respect to the Confidential Information and specifically disclaims any implied warranty of non-infringement or merchantability or fitness for purpose.

7.8 The Recipient shall indemnify, defend and hold harmless the Disclosing Party against any and all claims including (without prejudice to the generality of the foregoing) all legal fees and disbursements incurred in association therewith including damages or consequential loss arising from out of the Receipt or use of the Confidential Information by the Recipient.

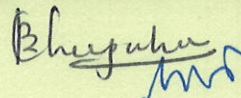
7.9 The parties agree and confirm that in case of any breach of confidentiality provisions set out in the present agreement by one party, the non-defaulting party shall have right to take appropriate action.

8. EFFECTIVE DATE, DURATION, ABANDONMENT, TERMINATION OF THE AGREEMENT

8.1 The Agreement shall be effective from the date of signing ("Effective Date") and shall remain in force for the life of patent(s) covering New Technologies.

8.2 During the tenure of the Agreement, parties hereto can terminate the Agreement either for breach of any of the terms and conditions of this Agreement or otherwise, by giving a three month's notice in writing to the defaulting party, provided that in the event of breach, the defaulting party fails to rectify the breach within the notice period.

8.3 However, any rights generated as a result of Clause 6 herein, shall continue to exist after any expiration of this Agreement until (i) expiration of any and all intellectual property rights generated as a result of this Agreement or (ii) until either party continues to commercialise any Product resulting from this Agreement or (iii) until as otherwise provided in this agreement and/or in any agreement further to this Agreement. Further, UDSC, DBT and MHSCL shall continue to

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perform their obligations under Clause 6 and 7 of this Agreement (Results of the Project, Intellectual Property Rights, Royalty Payments and Publication & Confidentiality and Breach).

8.4 In the event of termination of this Agreement by a non-breaching party, any rights generated as a result of Clause 6 shall continue to exist with regard to such non-breaching party, at its option, as stated in the preceding paragraph. Failure of any party to terminate the Agreement on account of breach or default by the other shall not constitute a waiver of that party's right to terminate this Agreement. In the event of termination of this Agreement by any party as per clause 8.2 for reasons other than breach, any rights generated as a result of Clause 6 shall continue to exist with regard to the non-terminating party or parties, and such non-terminating parties shall cease to have any obligations under this Agreement to such terminating party.

8.5 Any Party may terminate this Agreement if, at any time, the other Party shall file in any court or agency pursuant to any statute or regulation of any state or country, a petition in bankruptcy or insolvency or for reorganization or for an arrangement or for the appointment of a receiver or trustee of the Party or of its assets, or if the other Party shall be served with an involuntary petition against it, filed in any insolvency proceeding, and such petition shall not be dismissed within sixty (60) days after the filing thereof, or if the other Party shall propose or be a party to any dissolution or liquidation, or if the other Party shall make an assignment for the benefit of creditors. Notwithstanding the bankruptcy of either Party, the other Party shall be entitled to retain the licenses granted herein, subject to, and in accordance with, the remaining provisions of this Agreement.

9. FORCE MAJEURE

None of the parties shall be held responsible for delay in or non-fulfilment of their respective obligations under this Agreement 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 Commotions etc. provided on the occurrence and cessation of any such event the party affected thereby shall give a notice in writing to the other parties within 15 days of such occurrence or cessation and take all reasonable steps to mitigate the losses/delay. If the *Force Majeure* conditions continue beyond six months, the Parties shall jointly decide about the future course of action.

10. NOTICES

10.1 All notices and other communications required to be served on parties under the terms of this agreement, shall be considered to be duly served if the same shall have been delivered to or posted by registered mail to:

In case of DBT:

The Secretary,
Department of Biotechnology,
Ministry of Science and Technology
Block-2, 7th Floor C.G.O Complex
Lodhi Road, New Delhi – 110 003

In case of UDSC:

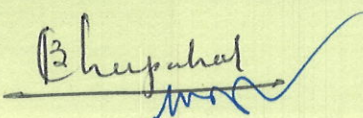
The Director
University of Delhi South Campus
Benito Juarez Road, New Delhi – 110 021

With a Copy to:

Dr Akhilesh K Tyagi
Team Leader of Project
Department of Plant Molecular Biology
University of Delhi South Campus
Benito Juarez Road, New Delhi 110021

In case of MHSCL:

The Managing Director, MHSCL,
Resham Bhavan, 4th floor
78 Veer Nariman Road

x 

Mumbai – 400 020
Attn: Raju Barwale
With a copy to:
Incharge
IP and Tech Transfer Cell
Mahyco Research Centre
P.O. Box 76, Jalna – 431 203, Maharashtra

All notices or communications given by Telefax, Telex or Telegram shall be confirmed by sending a copy of the same by registered post in an envelop properly addressed to the Addressee at the above address.

10.2 Any party may by notice in writing to the other parties change the addresses and/or address to which such notices are to be delivered or mailed.

11. AMENDMENTS TO THE AGREEMENT

No amendment or modifications of this Agreement shall be valid unless the same is made in writing by all the parties or their authorised representatives and specifically stating the same to be an amendment of this agreement. The modifications/changes shall be effective from the date on which they are made/executed unless otherwise agreed to.

The parties hereto agree that all activities in furtherance of this Agreement shall be in the form of written documents, signed by duly authorised representatives of the parties.

12. ASSIGNMENT OF THE AGREEMENT

The rights and/or liabilities arising to any party to this Agreement shall not be assigned except with the written consent of the other parties and subject to such terms and conditions as may be mutually agreed upon. This Agreement shall be binding upon and inure to the benefit of MHSCL, UDSC & DBT and their successors or assignees, provided that any such successor or assignee has acquired the controlling Interest, all the shares or assets of the predecessor by merger, purchase or otherwise. Otherwise, the rights and obligations set forth in this Agreement shall not be assignable or transferable without the prior consent in writing of the other Party hereto.

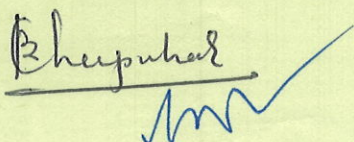
13. ARBITRATION

Conciliation

All disputes, controversies or differences relating to matters arising out of this Agreement ("Dispute(s)") arising hereunder will first be referred for conciliation, prior to either Party initiating any proceeding, to MHSCL's **Managing Director**, Team Leader of Project at UDSC and Secretary, DBT who will attempt in good faith to resolve the Dispute within thirty (30) days from the date that written notice initiating this Dispute resolution process is sent to the other Party(ies) (the "Initial Notice"). If, however, the Dispute between the Parties has not been resolved within the aforesaid period of thirty (30) days from the date of the Initial Notice ("the Initial Period") or such extended period as the Parties unanimously agree upon, the matter will then be the subject of Arbitration.

Arbitration.

Any and all disputes or controversies arising from, in connection with or relating to this Agreement except where the decision of any Party is final, shall if not settled by conciliation of above, be submitted to arbitration by a sole arbitrator, to be selected and appointed by mutual agreement of all the Parties to the arbitration or on failure of which within 30 days of the first notice, nomination by the Secretary, Department of Legal Affairs, Govt. of India, in accordance with the Arbitration and Conciliation Act, 1996. Each of the parties to arbitration shall have the right to a say in the choice of arbitrator and the arbitrator shall be appointed only subject to the consensus of all the parties to the arbitration in such choice. The cost of such arbitration shall be in the discretion of the arbitration. The place of Arbitration shall be New Delhi, India and the language shall be English. All costs of arbitration on behalf of UDSC regarding the project shall be borne by DBT.



14. INDEMNIFICATION AND LIABILITY

The UDSC and MHSCL agree to hold DBT harmless and to indemnify the government for all liabilities, damages, expenses and losses arising out of the use by them for any purpose of the PROJECT collaborative research data, materials or subject inventions produced in whole or part by them or any breach or default of their obligations.

15. SURVIVING RIGHTS

Expiration or termination of this Agreement shall not affect each Party's obligations to pay any amount accruing to the other Party under this Agreement while it was in effect. Further, the expiration or termination of this Agreement in its entirety shall not affect any rights or obligations of the Parties' under this Agreement which are intended to survive such expiration or termination. In addition, any other provision required to interpret and enforce the Parties' rights and obligations under this Agreement shall also survive, but only to the extent required for the full observation and performance of this Agreement. Termination of this Agreement in accordance with the provisions hereof shall not limit remedies, which may be otherwise available in law or equity.

16. WAIVER

The failure of either Party to enforce any provision of this Agreement at any time shall not be construed as a present or future waiver of such or any other provision of this Agreement. The express waiver by either Party of any provision or requirement hereunder shall neither be deemed to be, nor operate as, a future waiver of such or any other provision or requirement.

17. ENTIRE AGREEMENT

This Agreement represents the entire agreement and understanding, as of the Effective Date, between the Parties with respect to the subject matter hereof and shall supersede all prior agreements, negotiations, understanding, representations, statements, and writings between the Parties relating thereto. No modification, alteration, waiver or change in any term or provision of this Agreement shall be valid or binding upon the Parties unless made in writing and duly executed by each of the Parties. The Annexures appended hereto are hereby incorporated in, and form part of, this Agreement.

18. LAW AND JURISDICTION

This agreement is subject to laws of India. Only the Courts at Delhi shall have jurisdiction in the matters of this Agreement including those as to arbitration award.

This Agreement may be executed in two or more counterparts, each of which will contain the signature of the Parties, each of which shall be deemed an original and shall be equally authentic.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT AT
ON THE DAY AND YEAR HEREIN WRITTEN ABOVE

x Bhupinder
MS

For and on behalf of
President of India

1. Aslam
10/5/07
(Dr Aslam Sher)

Signature:

Name:

Designation:

2. K. S. Chandel
(Dr K. S. Chandel)

Mohd. Aslam
Dr. MOHD. ASLAM
Scientist-F
Department of Biotechnology
(Ministry of Science & Technology
Government of India
New Delhi-110003

For and on behalf of UDSC

Signature:

DASA
10/4/07
Director

Name:

Designation: University of Delhi South Campus
New Delhi-110021

(Prof. A.K. Syagzi)
Team leader of Project

For and on behalf of MHSCL

Signature:

x Chandrasekhar

Name:

Dr. Chandrasekhar Chaporkar

Designation:

Head - Cotton Research

Witness: (Name and address)

- (1) Madhavi B. Char [MADHAVI B. CHAR, P.O. BOX 76, JALNA - 431203]
(2) Mahendra M. Charan [Ambar Gandhi Chowk, JALNA]

Date:

Annexure – I A

The year –wise estimated cost of the project at Maharashtra Hybrid Seed Company Ltd., (MHSC), Jalna to be borne by Maharashtra Hybrid Seed Company Ltd., (MHSC), Jalna is as follows:

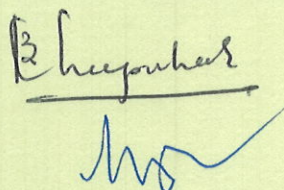
Amount (Rs. in Lakhs)							
S. No	Items	I Yr	II Yr	III Yr	IV Yr	V Yr	Total
A.	Non-Recurring						
1.	Equipment	30.22	8.22	-	-	-	38.44
	Total (A)	30.22	8.22				38.44
B.	Recurring						
1.	Manpower	6.50	6.50	8.00	9.50	11.00	41.50
2.	Consumables	10.00	52.50	63.30	25.00	15.00	165.80
3.	Travel	1.00	1.00	1.00	1.00	1.00	5.00
4.	Contingency	2.00	2.00	2.00	2.00	2.00	10.00
	Total (B)	19.50	62.00	74.30	37.50	29.00	222.30
	Grand Total (A+B)	49.72	70.22	74.30	37.50	29.00	260.74

Manpower requirement: -

Sl. No.	Designation	No. of positions	Emoluments (in Rs.)	per positions
1.	Research Associate	One	1,50,000/yr (for I yr only)	
2.	Research Associate	One	1,50,000/yr (for II yr only)	
3.	Research Associate	Two	1,50,000/yr (for III yr only)	
4.	Research Associate	Three	1,50,000/yr (for IV yr only)	
5.	Research Associate	Four	1,50,000/yr (for V yr only)	
6.	Scientist (MHSC)	One	5,00,000/yr (for I to V yrs only)	

Equipment requirement: -

Amount (Rs. in Lakhs)					
S.N o	Name of equipment			Item	Estimated cost
1	High Throughput (Horizontal)	Gel	Boxes	4	2.00
2.	High Throughput (Vertical)	Gel	Boxes	4	6.44
3.	Power Supplies			4	4.00
4.	Temperature Microcentrifuge	Controlled		1	4.00
5.	Multi channel pipettes			2 sets	3.00
6.	Auto Pipettes			1 set	1.50
7.	PCR machines			1	5.00
8.	Cooling Pump Tower			1	2.50
9.	Water Baths			2	2.00
10.	Data acquisition, analysis & storage systems			3	6.00
11	Miscellaneous			-	2.00
	Total				38.44



Annexure – I B

The year-wise estimated cost of the project at UDSC, New Delhi to be borne by DBT is as follows:

Amount (Rs. in Lakhs)							
S. No	Items	I Yr	II Yr	III Yr	IV Yr	V Yr	Total
A.	Non-Recurring						
1.	Equipment	66.24	-	-	-	-	66.24
	Total (A)	66.24					66.24
B.	Recurring						
1.	Manpower	9.03	9.32	9.75	10.08	10.43	48.61
2.	Consumables	42.20	37.60	40.80	30.00	10.00	163.60
3.	Travel	1.00	1.00	1.00	1.00	1.00	5.00
4.	Contingency	2.00	2.00	2.00	2.00	2.00	10.00
5.	Internet Broadband Connectivity	-	-	4.00	4.00	4.00	12.00
6	Microarray analysis - Genome analysis Software	2.00	2.00	2.00	2.00	2.00	10.00
7.	Maintenance of equipment items	5.00	5.00	5.00	5.00	5.00	25.00
8.	Overheads	5.00	5.00	5.00	5.00	5.00	25.00
	Total (B)	66.23	61.92	69.55	59.08	39.43	299.21
	Grand Total (A+B)	132.47	61.92	69.55	59.08	39.43	365.45

Manpower requirement: -

Sl. No.	Designation	No. of positions	Emoluments(in Rs.)
1.	Scientific Officer	One	Rs.8000-275-13500+allownaces
2.	Research Scientist	One	Rs.8000-275-13500+allownaces
3.	Jr. Research Fellow (JRF)	One	Rs.8000+HRA/Rs.9000+HRA fixed
4.	Technical Assistant	One	Rs.4500-125-7000 + allowances
5.	Project Assistant	One	Rs.8000/- fixed
6.	Lab. Attendant	One	Rs.6500/- fixed
Total:		Six	

Equipment requirement: -

Amount (Rs. in lakhs)			
S.N o	Name of equipment	Item	Estimated cost
1	Upgradation of microarray scanner	-	26.53
2.	Data acquisition, analysis & storage systems	3	7.31
3.	Cooling and heating blocks	2	4.00
4.	Microcentrifuge	2	4.35
5.	Multi channel pipettes (2 sets of 3 pipettes each)	2	2.73
6.	Auto electronic Pipettes (1 set of 3 pipette)	1	0.90
7.	PCR machines	2	9.64
8.	Electrophoresis Equipment in 96 well & 24X2 well forma	3	4.65
9.	Table top clean air bench	1	1.19
10.	Orbital Shaker (temperature controlled)	1	4.94
	Total		66.24

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Annexure – II

Objectives and work components to be carried out jointly by UDSC, New Delhi and MHSCL, Jalna

The following objectives will be carried out at the Centre jointly by the UDSC, New Delhi and MHSCL, Jalna:

1. To develop an understanding of the molecular basis of heterosis by microarray-based transcriptome profiling of Paddy hybrid 5401: female, PMS 79: Restorer: PR 319 and its comparison with Hybrid, RH10: Female, PMS 6A: Restorer, PR 78 at selected stages.
2. To undertake a stringent bioinformatic and statistical analysis of the rice genomic data in public domain and data obtained from microarray analysis to select candidate targets for developing markers.
3. Generate a repertoire of molecular markers (SSRs/SNPs/SFPs) with a minimum coverage of one marker per mega base by utilizing markers available in public domain and those resulting from transcriptome profiling.
4. Genotype F₂ segregation population with the validated markers to establish the association of markers with heterotic potential.
5. Select novel genes and promoters with potential to contribute to heterosis and their evaluation in transgenic rice for yield improvement.
6. Compile logistics for developing a chip/PCR based diagnostic system for the selection of suitable parents for generation of hybrids with desirable traits.

x

B. Chaudhary
M

ANNEXURE III – Milestones and Timelines

For UDSC

S. No.	Achievable targets	Period of Study (months)									
		6	12	18	24	30	36	42	48	54	60
1	Up-gradation of the microarray scanner	→									
2	Bioinformatic analysis to make a local database of known markers in rice	→									
3	Transcriptome profiling of two inbred parents and their hybrid at eleven different stages of development		→								
4	Bioinformatic analysis to select candidate genes for marker development		→								
5	Validation of markers; Development of assay system for genotyping of F ₂ population			→							
6	Selection of genes and promoters relevant to heterosis		→								
7	Cloning of relevant genes and promoters, identify suitable vectors for rice transformation			→							
8	Phenotypic, biochemical and molecular characterization of transgenics				→						
9	Development of logistics for chip/PCR based heterosis potential determination system								→		

x Bhuphar
 [Signature]

ANNEXURE III – Milestones and Timelines (cont.)

For MHSCL

S. No.	Achievable targets	Period of Study									
		6	12	18	24	30	36	42	48	54	60
1	Growing the required genotypes and sampling the same at spatial and temporal windows for gene expression analysis.	→									
2	A comprehensive catalog of transcript level differences relating to heterosis along with localization of genes on rice chromosomes would be prepared.		→								
3	Validation of markers; Development of assay system for genotyping of F ₂ population.		→								
4	Ten constructs of novel genes and 10 promoter elements resulting from above mentioned analyses would be prepared and functionally validated in transgenic rice under containment conditions.			→							
5	F ₂ segregating population (400 individuals) would be field evaluated and scored for heterotic traits.				→						
6	F ₂ segregating population (400 individuals) would be screened for validated markers for the purpose of associating them with heterotic traits.					→					
7	Development of logistics for chip/PCR based heterosis potential determination system.							→			

x Bhupinder
W

ANNEXURE III – Milestones and Timelines (cont.)

Verifiable indicators of progress. (For both UDSC and MHSCL)

Period of study	Indicator
12 Months	A local database of available rice markers would be in place
24 Months	Transcript profiles of the parents and the hybrid would be completed and candidate genes for marker development/association selected
36 Months	Field evaluations of phenotypic traits of the hybrid F2 population completed
48 Months	Candidate genes for contributing to heterosis identified; Evaluation of yield related genes initiated in transgenic rice
60 Months	10 novel promoters and 10 gene constructs evaluated for their agronomic importance in transgenic rice; Logistics for chip/PCR based heterosis potential determination system are put in place

x Bheegubhai
MS