

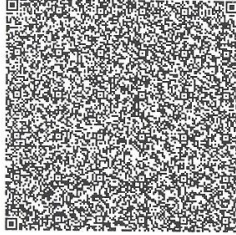


सत्यमेव जयते

# INDIA NON JUDICIAL Government of Karnataka

## e-Stamp

Certificate No.	: IN-KA15653511827431M
Certificate Issued Date	: 09-Aug-2014 10:29 AM
Account Reference	: NONACC (FI)/ kaksfcl08/ YELAHANKA1/ KA-BN
Unique Doc. Reference	: SUBIN-KAKAKSFCL0885010747325781M
Purchased by	: UNIVERSITY OF AGRICULTURAL SCIENCES BANGALORE
Description of Document	: Article 12 Bond
Description	: M O U
Consideration Price (Rs.)	: 0 (Zero)
First Party	: UNIVERSITY OF AGRICULTURAL SCIENCES BANGALORE
Second Party	: MONSANTO INDIA LTD
Stamp Duty Paid By	: UNIVERSITY OF AGRICULTURAL SCIENCES BANGALORE
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
UNIVERSITY OF AGRICULTURAL SCIENCES, BANGALORE  
AND  
MONSANTO INDIA LTD.  
FOR  
POST GRADUATE RESEARCH**

The University of Agricultural Sciences (UASB), an autonomous Educational, Research and Development Institution established under the provisions of UAS Act No.22 of 1963 with its headquarters at GKVK, Bangalore and a number of Colleges, Agricultural Research Stations and Krishi Vignana Kendras under its control has the responsibility to undertake research in agricultural and allied sciences, extension of such sciences to assist farming community of the state for imparting education and training. The University of Agricultural Sciences, Bangalore, is hereinafter called as UASB.

**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.

M. B. Nay  
9/8/14

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ  
ಆದೇಶ ಸಂಖ್ಯೆ ಕಂ 152 ಮುನೋಮು 2003  
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ  
Government of Karnataka

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Monsanto India Ltd. is wholly owned subsidiary of Monsanto Co. USA. The company applies innovation and technologies to help farmers produce more while conserving more. The breeding wing of the organization focuses on several important row crops and vegetable crops for improvement in terms of several quantitative and qualitative traits. They are operational across the country in various market segments. The Monsanto station based in Kallinayakanhalli, Thondebavi is about 50 km away from the city of Bangalore. The facility is spread over 17 acres of own and 100 acres of leased land and houses the state-of-the-art laboratories, multipurpose poly-houses, shade-houses and large field acreage for the conventional plant breeding research. The company has over 50 full time scientists and research associates working on various aspects of crop improvement. Monsanto India Ltd. is hereinafter called as Monsanto India Ltd.

Monsanto India Ltd and UASB hereinafter collectively called "Parties" and individually, "Party."

This Memorandum of Understanding ("MOU") outlines recent discussions with respect to a proposed relationship between UASB and Monsanto India Ltd. to take up collaborative post-graduate research activities. The Memorandum of Understanding made between UASB and Monsanto India Ltd. includes the following:

- 1) UASB recognises Monsanto Breeding Station, located at Kallinayakanhalli, Thondebavi for collaborative post-graduate research activities.
- 2) Monsanto India Ltd. will provide field and laboratory facilities to carry out PG students' research at Mega Breeding Station or it will make arrangements to get it done through outsourcing or through other means as may be mutually agreed upon ('Research Project')
- 3) As a part of this collaboration, Monsanto India Ltd. will provide fellowship(s) to Ph.D student(s) for a defined period of time.
- 4) Monsanto India Ltd. will also fund to carry out the post-graduate research for the Term of this MoU.
- 5) This MOU may be supplemented with work plans approved in writing by both the Parties, to be developed jointly, which describe more specifically the activities to be carried out under collaborative programme.
- 6) Research findings from the collaborative work will be published jointly.
- 7) The Parties agree that, unless mutually agreed in writing, neither Party will make any statement to any third party or any media, including print and/or electronic media, regarding this MoU, the information contained herein, or any discussions or other activities conducted in connection therewith without the prior written consent of the other Party.
- 8) The Advisory Committee of the Ph.D student shall have a Co-Chairman from Monsanto India Ltd. after satisfying the university academic regulations and guidelines.
- 9) The student would invariably be the senior author for the publications arising out of the research work followed by the major guide/advisor and Co-Chairman/co-guide in that order. The names

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*M. B. Nair*

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ಆದೇಶ ಸಂಖ್ಯೆ ಕಂಇ 152 ಮುನೋಮು 2003  
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of the additional authors, depending upon their contribution to the research work, may be decided by mutual consent. To afford the Monsanto India Limited an opportunity to determine that no Confidential Information is disclosed in such proposed publications and to keep each party informed of upcoming disclosures, each party will provide the other party with an advance copy of any proposed publication or abstract relating to the Research Project at least thirty (30) days prior to submission of such manuscript. At Monsanto India Limited's request, UASB will modify such manuscripts to remove Confidential Information, and delay submitting such manuscripts for an additional ninety (90) days to allow the Monsanto India Limited to take such steps it deems necessary to protect Confidential Information. Nothing contained in this Agreement will interfere with the publication or oral defense of research theses and dissertations of graduate students of UASB.

- 10) UASB and the Ph.D student shall assign to Monsanto India Ltd. entire right, title, and interest in any idea, concept, technique, invention, design (whether the design is ornamental or otherwise), computer programs and related documentation, other works of authorship, mask works, and the like (all hereinafter called "Developments"), hereafter made, conceived, written, or otherwise created solely or jointly with Monsanto India Ltd, whether or not such Developments are patentable, subject to copyright protection or susceptible to any other form of protection which: (a) relate to the actual or anticipated business or research or development of Monsanto India Ltd or (b) are suggested by or result from any task assigned to Ph.D Student and/or UASB or work performed by Ph.D Student and/or UASB for or on behalf of Monsanto India Ltd or its subsidiaries if the research material/ germplasm belongs to Monsanto India Ltd.

In the case of any "other works of authorship", such assignment shall be limited to those works of authorship which meet both conditions (a) and (b) above.

Ph.D Student and/or UASB acknowledges that the copyright and any other intellectual property right in designs, Monsanto Breeding and related documentation, and other works of authorship, created within the scope of this MOU, shall belong to Monsanto India Ltd by operation of law if the material if the research material/ germplasm belongs to Monsanto India Ltd.

- 11) Monsanto India Ltd will assign all such developments to UASB hereafter made, conceived, written, or otherwise created solely or jointly with Monsanto India Ltd, whether or not such Developments are patentable, subject to copyright protection or susceptible to any other form of protection which: (a) relate to the actual or anticipated business or research or development of

*[Handwritten mark]*

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ಆದೇಶ ಸಂಖ್ಯೆ ಕಂಇ 152 ಮುನೋಮು 2003  
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

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UASB or (b) are suggested by or result from any task assigned to Ph.D student and/or UASB or work performed by Ph.D student and/or UASB for or on behalf of UASB or its subsidiaries.

In the case of any "other works of authorship", such assignment shall be limited to those works of authorship which meet both conditions (a) and (b) above.

Monsanto India Ltd acknowledges that the copyright and any other intellectual property right in designs, UASB and related documentation, and other works of authorship, created within the scope of this MOU, shall belong to UASB by operation of law if the research material/germplasm belongs to UASB.

#### Force Majeure

Neither party shall be held responsible for non-fulfilment of their respective obligations 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, strike, lockouts, epidemics, riots, civil commotion, etc. provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force-majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action

#### Effective date, duration and termination of MOU

- 1) This MOU will become effective upon signature by the duly authorized representatives of the Parties ("Effective Date"). The term of this MOU will begin on the Effective Date and shall continue until five (5) years, unless terminated earlier in accordance with the provisions of Section 2 hereof ("Term").
- 2) During the tenure of the MOU, parties hereto can terminate the MOU either for breach of any of the terms and conditions of this MOU or otherwise by giving one month notice in writing to the defaulting party. Failure of either party to terminate the MOU on account of breach or default by the other shall not constitute a waiver of that party's right to terminate this MOU.
- 3) Expiration or termination of this MOU shall not relieve either Party of any obligation accruing prior to such expiration or termination.
- 4) On termination, each of the Parties shall return each other's confidential information that has been shared as a part of this MOU; that may be in their possession or provide proof (by way of certification) of the destruction of such confidential information including, if so requested in writing by the other Party.

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ  
ಆದೇಶ ಸಂಖ್ಯೆ ಕರಾ 152 ಮುನೋಮು 2003  
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

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Confidentiality.

(a) Pursuant to this Agreement, both UASB and Monsanto India Limited may supply the other with certain proprietary technical or business information or materials ("Confidential Information"). Confidential Information will mean all information designated as "Confidential" by the disclosing party at the time of disclosure as follows: (1) Confidential Information embodied in any tangible form or thing must be marked or labeled clearly as "CONFIDENTIAL" or with a similar legend sufficient to notify the receiving party that the Confidential information is subject to the terms of the Agreement or (ii) Confidential Information disclosed orally must be identified as "CONFIDENTIAL" within thirty (30) days of oral disclosure.

(b) UASB and Monsanto India Limited agree that they will not use any Confidential Information received from the other party except for the purposes of this Agreement. Each party agrees not to disclose any Confidential Information received from the other party to any third party and to maintain and follow reasonable procedures to prevent unauthorized disclosure or use of the Confidential Information and to prevent it from falling into the public domain or the possession of unauthorized persons. UASB and Monsanto India Limited agree that the recipient of Confidential Information hereunder will not disclose such information other than to those of its officers, employees, or consultants who require access to Confidential Information to accomplish the purpose of this Agreement and that all such disclosures will be subject to contractual obligations of confidentiality at least as restrictive as those in this Agreement. Each party will immediately advise the other party of any disclosure, loss or use of Confidential Information in violation of this Agreement. Each party agrees that for a period of five (5) years from the Effective Date it will hold the Confidential Information of the other party in strict confidence and not disclose to any third party any Confidential Information except as expressly agreed by the disclosing party in writing. On or before the Completion Date or in the event of termination of this Agreement pursuant to Section ... each party will destroy and/ or return any Confidential Information to the disclosing party;

(d) Notwithstanding Sections (a), (b,) and (c) above, Confidential Information will not include information that the receiving party shows is:

- i. lawfully known or available to the receiving party from a source other than the disclosing party without breach of this Agreement;
- ii. already known to the receiving party, as shown by written records, before its disclosure by the disclosing party;
- iii. developed independently by the receiving party without the use or consideration of or reference to the Confidential Information as evidenced by written records contemporaneously maintained;

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*M. K. Rao*

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- iv. within, or later falls within, the public domain without breach of this Agreement by the receiving party or its agents or employees;
- v. publicly disclosed with the written approval of the disclosing party; or
- vi. disclosed pursuant to the requirement or demand of a lawful governmental or judicial authority, but only to the extent required by operation of law, regulation or court order, and provided that confidential treatment is sought from such governmental or judicial authority.

**Representations and Warranties-** UASB represents and warrants: (i) it will assign qualified students to the Research Project; (ii) its students will perform the Research Project in conformance with generally accepted professional standards, good clinical practices, and all applicable laws and regulations; (iii) each Student or agent of UASB has entered into a contract which provides for assignment to UASB of all inventions and discoveries made by the student during the course of his or her engagement by, the UASB; (iv) it has the full power, right and authority to execute and deliver this Agreement and perform its obligations hereunder; and (viii) it has not entered and will not enter into any agreement with any third party in conflict with this Agreement.

**ANTI-CORRUPTION COMPLIANCE:**

UASB represents and warrants that it will take no action in relation to this MOU that would be in violation of, or would subject Monsanto India Ltd. to any liability for, or penalty under, the applicable laws and regulations of any country and the United States of America; and:

- A. **Compliance with Monsanto India Ltd's Code of Conduct.** UASB represents that it has received a copy of the Monsanto India Ltd Code of Conduct (the "Code") and Anti-Corruption / FCPA Policy, (posted at <http://www.Monsanto India Ltd.com/whoware/Pages/business-conduct.aspx>) that it has provided copies of same to UASB employees who will be performing Services hereunder, and such employees have read and agree to perform Services subject to the contents of the Code and Anti-Corruption/FCPA Policy. Further, UASB warrants that its aforementioned employees will comply with these requirements and will endeavor to live up to them in performing all activities undertaken pursuant to this MOU.
- B. **No Improper Payments.** UASB represents that no payments of money or anything of value will be offered, promised or paid, directly or indirectly, to any Officials to influence the acts of such Officials to induce them to use their influence with a government or an instrumentality thereof,

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M. B. Nij

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or to obtain an improper advantage in connection with any business venture or contract in which Monsanto India Ltd is a participant.

- C. Auditing. UASB shall make its books and accounting records relating to its provisions of Services available for auditing from time to time at Monsanto India Ltd's request.
- D. Breaches; Right to Terminate. Should Monsanto India Ltd reasonably and in good faith believe that there may have been a breach of any representation or warranty of this Section of this MOU, UASB shall cooperate in good faith with Monsanto India Ltd to determine whether such a breach has occurred. If Monsanto India Ltd determines reasonably and in good faith that there has been a breach of any such representation or warranty, it shall have the right unilaterally to immediately terminate this MOU or to take other appropriate action in accordance with the terms of this MOU
- E. SubUASBs and Agents. UASB agrees that it will alert any subsidiaries, sub-UASBs, representatives, or agents that are retained in connection with this MOU of their obligation to abide by any applicable anti-corruption laws.

For purposes of this MOU, an "Official" shall include all employees of a non-U.S. government department or agency, whether in the executive, legislative or judicial branches of government and whether at the national, state or local level (or their equivalents). The term covers part-time workers, unpaid workers, any person "acting in an official capacity," and members of a royal family. Also included under the term "Official" are political parties, party officials, and candidates for political office. Moreover, Officials include employees of public international organizations such as the United Nations ("U.N."), Food and Agriculture Organization of the U.N. ("FAO"), the International Cotton Advisory Committee ("ICAC") and the International Food Policy Research Institute. Finally, the term "Official" covers officers and employees of companies under government ownership or control, even if the companies are operated like privately owned corporations. In many instances, these persons are not treated as Officials by their own governments, and they will expect to be treated like any other private business person. For purposes of the FCPA, however, it is legally irrelevant whether a person is considered an Official by the government at issue. The U.S. law definition controls.

**Termination-** Either party will have the right to terminate this Agreement at any time for any reason or for no reason upon Sixty (60) days written notice to the other party. Confidentiality obligations will survive will survive expiration or termination of this Agreement for any reason.

**No Implied License.** Nothing contained in this Agreement will be implied to grant the UASB any implied license with respect to any Confidential Information, Data, intellectual property,

*M. B. K. J.*

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8

invention, discovery, improvement, know-how, trade secret or copyrightable material of Monsanto India Limited or conceived or developed in connection with this Agreement.

**No Use of Names.** The parties agree that neither party will use the name of the other party in its advertising or promotional materials without the prior written consent of such other party; provided, however, either party may make such disclosures as are required by law, regulation or court order. UASB hereby gives its consent for Monsanto India Limited to include the name and/or logo of the UASB in a list of Company collaborators to be used in corporate background information and presentations

**Independent Contractors-** The relationship between the parties will be that of independent contracting parties and nothing in this Agreement will be construed to create any employment, agency or other relationship between the UASB and Monsanto India Limited. Neither party will have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

**Indemnification.**

- UASB agrees to defend, indemnify and hold Monsanto India Limited, its officers, employees, or agents harmless from and against any liability, loss or expenses arising out of or in connection with the negligent performance or willful misconduct or breach of this Agreement by or on behalf of the UASB.
- Monsanto India Limited agrees to defend, Indemnify and hold UASB its officers, employees, or agents, harmless from and against any liability, loss or expenses arising out of or in connection with the negligent performance or willful misconduct or breach of this Agreement by or on behalf of Monsanto India Limited.

#### Amendments to the MOU

No amendments or modification of this MOU shall be valid unless the same is made in writing by both the parties and authorized representatives and specifically stating the same to be an amendment of this MOU. This modification(s)/change(s) shall be effective from the date on which they are made/executed, unless otherwise agreed to.

*[Handwritten signature]*



ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ  
ಆದೇಶ ಸಂಖ್ಯೆ ಕಂಇ 152 ಮುನೋಮು 2003  
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ  
Government of Karnataka

ದಸ್ತಾವೇಜು ಹಾಳೆ  
Document Sheet

ತು



ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ  
Registration and Stamps Department

ಬೆಲೆ : ರೂ. 2/-

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು  
This sheet can be used for any document

ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಟ್ಟ ದಿನಾಂಕ  
Date of execution

ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.  
Total stamp duty paid Rs.

9

### Assignment of the MOU

The right and / or liabilities arising to any party to this MOU shall not be assigned except with the written consent of the other party and subject to such terms and conditions as may be mutually agreed upon.

### GOVERNING LAW

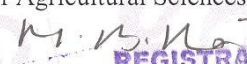
This MOU shall be governed by the laws of India. The Parties shall endeavour to amicably settle any differences, disputes that may arise out of, or in connection with the present MOU and such solution arrived at between the Parties shall be reflected in a common written statement signed by both Parties. If, such unresolved differences or disputes, shall be referred to arbitration in consonance with the arbitration and conciliation act, 1996 or any statutory amendment thereof. The arbitral award shall be binding on the parties. Venue will be at Mumabi.


### NOTICES

All notices or communications between the Parties provided for in this MOU shall be in writing, in English and delivered personally, by courier, registered airmail or by facsimile, to the Parties at the addresses or phone/fax numbers given in the signature page of this MOU.



### SEAL OF THE PARTIES

In witness whereof the parties hereto have signed this MOU on this day, month and year mentioned herein before.



Parties for and on behalf of  
University of Agricultural Sciences  
Signature-   
Name- **REGISTRAR**  
Designation- **UNIVERSITY OF AGRICULTURAL SCIENCES**  
Seal- **G.K.V.K. CAMPUS, BANGALORE - 560 065.**

For and on behalf of  
Monsanto India Ltd.  
Signature   
Name  
Designation- **GYANENDRA SHUKLA**  
Seal- **INDIA REGIONAL LEAD**

Witnesses (Name and Address)

1.   
**C. S. RANGIAH**, Professor,  
Dept. - 15/1/13, G.K.V.K.  
2.   
**S. RANGIAH** Head, EPB,  
Date- 9.8.14 65ve, B'lore

Witnesses (Name and Address)

1.   
**SONALI D. GANDHI**  
MBS, MONSANTO, BANGALORE  
Date- 9, 2014
2.   
**HEMAREDDY Y. Y**

