

महाराष्ट्र MAHARASHTRA

KS 547958

दस्तावा प्रकार/अनुच्छेद क्रमांक :- Company Agreement

दस्त नोंदणी करणार आहेत का ? :-

नोंदणी होणार असल्यास दुय्यम निबंधक कार्यालयाचे नांव :-

भिलकरीचे वर्णन :-

गोबदला रक्कम :-

मुद्रांक विकत घेणाऱ्याचे नांव व पत्ता :- Syngenta India Baner Pune 45

दुय्यम पक्षकाराचे नांव :-

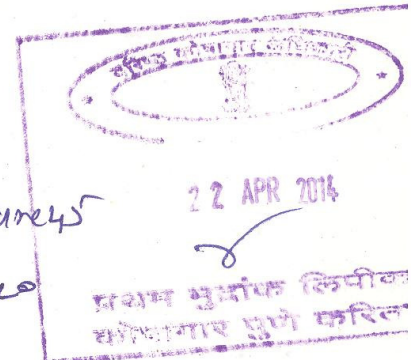
हस्त असल्यास नांव व पत्ता :- Hemant Jadhav Pune - 40

मुद्रांक शुल्क रक्कम :-

मुद्रांक विक्री नोंद नही अनुक्रमांक :- 826 दि. 128/APR 2014

मुद्रांक विकत घेणाऱ्याची सही :- [Signature]

परवानाधारक मुद्रांक विक्रेत्याची सही/पत्ता/ निविदा एन. गांधी
परवाना क्रमांक [Signature] ला. नं. २२०१०५४
शां. २४, केदार एम्पायर, कर्वे रोड, पुणे-२८.
फो.नं. ०२०-२५४६३४८४

**MEMORANDUM OF AGREEMENT.**

This Memorandum of Agreement is made on this 13th day of June, 2014 at Pune for undertaking research activities in support of SYNGENTA INDIA LIMITED, out-sourcing research project "Studies on Post Flowering Stalk rot of Maize in Southern India" administered by SYNGENTA INDIA LIMITED, , Gut No: 32, At/Post: Mulani Wadgaon, Taluka: Paithan, District: Aurangabad 431 105 Maharashtra.

BY AND BETWEEN

SYNGENTA INDIA LIMITED, a company incorporated in India and having it's Registered Office at Syngenta India Ltd., Amar Paradigm, S. No. 110/11/3, Baner Road, PUNE-411 045 Maharashtra, administered by its Seed Division having a place of business at SYNGENTA INDIA LIMITED, Gut No: 32, At/Post: Mulani Wadgaon, Taluka: Paithan, District: Aurangabad 431 105 Maharashtra., (hereinafter called "SYNGENTA") as the First Party

AND

UNIVERSITY OF AGRICULTURAL SCIENCES, BENGALURU, an autonomous body registered under the University Agricultural Sciences Act 1963 and carrying teaching, research and extension in agriculture and allied sectors, having its office at GKVK, Bengaluru, (hereinafter called "UASB", which expression

[Signature] Page | 1

shall, whatever the context so required or admits be deemed to mean and include the UAS and its scientists, etc.) represented by **The Resistor**, UAS, Bengaluru, as the Second Party.

Both SYNGENTA and UASB shall hereinafter collectively be called "**the Parties**" and where either one of them is referred, as "**the Party**".

The two Parties are desirous of recording their understanding on the matter, on the terms set out in the attached concept notes on SYNGENTA's Project on "Studies on Post Flowering Stalk rot of Maize in Southern India" (hereinafter called "**the Project**"). SYNGENTA has agreed to pay to UASB the funds as indicated below and UASB is responsible for the smooth and proper execution of the Project. The fund of the project is Rs: 10,60,800.00 (Rupees Ten Lakhs Sixty Thousand and Eight Hundred Only)

1. The fund will be released immediately after signing of this agreement by both Parties.
2. UASB shall initiate the implementation of the project immediately after the release of funds and shall submit the report of the work done on the Project (hereinafter called "the Report") in a prescribed format on every quarter.
3. The data or information to be generated in accordance with the format finalised by SYNGENTA as per the Project requirement and requirement.
4.
 - a. All materials, information and know-how, which are provided to UASB (hereinafter called "Information") are to be used by UASB under this Agreement only for the purpose of the Project as described. All Information shall remain the property of SYNGENTA. All pending and existing proprietary rights in the Information provided to UASB by SYNGENTA for use in the Project shall remain the property of SYNGENTA and UASB shall not acquire any property rights in it.
 - b. All rights in any materials, information and know-how conceived and/or generated under the Project (hereinafter called "**Generated Information**") shall vest in and remain the property of SYNGENTA. UASB is entirely responsible for any employee remuneration for inventions made in the course of the Project without further cost to SYNGENTA.
 - c. SYNGENTA shall have the exclusive right to commercialize, or use for regulatory purposes any Generated Information and the exclusive right to exploit any intellectual property rights generated under the Project.
 - d. UASB shall not assert any rights in any other UASB held intellectual property against SYNGENTA, and/or its Affiliates for their use of Information under this Agreement.
 - e. Co-operation of the Parties under this Agreement is not to be construed as a grant of a license or other rights from SYNGENTA to UASB to use the Information or Generated Information for research or commercial activities.
5.
 - a. UASB shall keep all information concerning the Project (including the field test, field test sites), the Information and the Generated Information strictly confidential and shall not disclose such information to any third party without the prior written consent of SYNGENTA.
 - b. UASB shall not disclose or provide any Generated Information to any third party for research, regulatory, or commercial purposes or for any purpose whatsoever without the prior written consent of SYNGENTA.



M. B. Raj Page | 2

- c. The confidentiality obligations hereunder shall not apply or shall cease to apply to materials, information and know-how that can be shown by UASB to the reasonable satisfaction of SYNGENTA:-
- d. Neither the existence nor the terms of this Agreement are to be disclosed to any third party by UASB without prior written consent of SYNGENTA
6. With prior written consent of SYNGENTA, UASB can publish the information with sharing of credit and due acknowledgement.
7. The technical staff of the Project comes under institute either temporary or permanent and can't claim permanency to SYNGENTA.
8.
 - a. This Agreement is valid for the period between 1st of July 2014 to 30th June 2016.
 - b. During the term of this Agreement and for a period of **two (2) years** following its termination or expiry, SYNGENTA may request and UASB will be obligated to provide SYNGENTA with any tangible materials used or generated under the Project. Materials that are neither archived by UASB nor claimed by SYNGENTA within six (6) months following termination or completion of the Project shall be disposed of by UASB without cost to SYNGENTA in accordance with applicable regulations or any special instructions from SYNGENTA.
 - c. Should UASB breach any term of this Agreement, SYNGENTA shall be entitled to terminate this Agreement with written notice with immediate effect. In such an event, UASB shall immediately refund to SYNGENTA all the monies paid by SYNGENTA pursuant to the provisions of this Agreement.
 - d. SYNGENTA has the right to terminate the Project prior to completion at any time at its sole and absolute discretion. If UASB receives the termination notice from SYNGENTA after it has started work on the Project, SYNGENTA is still obligated to pay UASB the balance of the payments due under this Agreement.
 - e. Termination of this Agreement by either Party for any reason shall not affect the rights and obligations of the Parties accrued prior to the effective date of termination of this Agreement.
12. Neither Party is authorised or empowered to act as an agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither shall be bound by the acts or conduct of the other.
13.
 - a. UASB represents and warrants that it is authorized to carry out the work outlined in the Project and has all the necessary licenses for conducting the Project.
 - b. UASB represents and warrants that there are no outstanding agreements, assignments, or encumbrances inconsistent with the provisions of this Agreement.
14. This Agreement shall be binding on the Parties hereto and their respective successors and assignees. SYNGENTA shall be able to assign any of its rights and obligations under this Agreement to an affiliate without the written consent of UABS and this Agreement shall inure to the benefit of or be binding on the successors of SYNGENTA (by way of merger consolidation or transfer of substantially all of its assets) but may otherwise not be assigned by either Party, without the prior written consent of the other Party.

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15. In the event of any disputes or difference between the parties here to such disputes or differences shall be resolved amicably on the basis of mutual discussion of signatories or the designated nominees.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and signed in their respective names by their duly authorized representatives as of the dates and year written below.

For and on behalf of
SYNGENTA INDIA LIMITED

For and on behalf of
UNIVERSITY OF AGRICULTURAL
SCIENCES, BENGALURU



Name: SANJIT NAGARKATTI
Designation: LEAD COUNSEL
Date:





Name:
Designation: REGISTRAR
Date: UNIVERSITY OF AGRICULTURAL SCIENCES
G.K.V.K. CAMPUS, BANGALORE - 560 065,



Name: SEETHARAM ANNADANA
Designation: TECHNOLOGY FUNCTION LEAD
Date: 13-06-2014

Witnesses:

In the presence of: 
Nitish Dhaytadak

In the presence of: 
(T. Shemedu)
Prof & SJA