

MEMORANDUM OF AGREEMENT
BETWEEN
CCS HARYANA AGRICULTURAL UNIVERSITY
HISAR

[Established by Parliament Act No. 16 of 1970]



AND
NATIONAL RESEARCH DEVELOPMENT
CORPORATION

[An Enterprise of DSIR, Ministry of Science & Technology, Govt. of India]
20-22, Zamroodpur Community Centre, Kailash Colony Extension, New Delhi 110048





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MEMORANDUM OF AGREEMENT

BETWEEN


CHAUDHARY CHARAN SINGH HARYANA AGRICULTURAL UNIVERSITY (CCSHAU)

Hisar-125004, Haryana

AND

NATIONAL RESEARCH DEVELOPMENT CORPORATION,

20-22, Zamroodpur Community Centre, Kailash Colony Extension, New Delhi 110048


Director H R S
CCS Haryana Agricultural University
HISAR



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MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) entered into this 10th day of **October, 2019**

BETWEEN

CHAUDHARY CHARAN SINGH HARYANA AGRICULTURAL UNIVERSITY, HISAR, a State University popularly known as "HAU" established under Haryana and Punjab Agricultural Universities Act, 1970, having its office at Hisar-125004, Haryana (hereinafter called '**CCSHAU**') which expression shall where the context so admits, include its constituents, successors in interests/business and permitted assigns) of the **ONE PART**.

AND

NATIONAL RESEARCH DEVELOPMENT CORPORATION, an Enterprise of Department of Scientific & Industrial Research, Ministry of Science & Technology, Government of India, dealing within the meaning of and registered under the Companies Act, 1956, having its Registered Office at '**ANUSANDHAN VIKAS**', 20-22, **ZAMROODPUR COMMUNITY CENTRE, KAILASH COLONY EXTENSION, NEW DELHI 110048** (hereinafter called '**NRDC**' which expression shall include its successors in interest/business and permitted assigns) of the **OTHER PART**;

WHEREAS, '**CCSHAU**' is engaged in academic pursuits and contributing in its own way in the development and promotion of innovative inventions, process know-hows/technologies in the area of agriculture and allied fields. As a result, a large number of technologies have been generated which have been or which can be transferred to private and public sector industries for commercial exploitation for economic and social benefit. Since its inception the university has generated number of invention(s)/process(es)/product(s)/technology(ies)/copyrights/trademarks etc. (hereinafter called 'Technologies') which have been or which can be commercially exploited by the industry.

WHEREAS '**NRDC**' is a company established by the Government of India with the objectives, inter-alia of promotion, development, licensing and commercial exploitation of indigenous technology, know-how and inventions, including the technical and engineering know-how generated by various publicly funded R&D laboratories and institutions. Since its inception, '**NRDC**' has already transferred to industry and successfully commercialized a large number of technologies both in India and abroad.


Director H.R.M.
Haryana Agricultural University
Hisar



WHEREAS 'CCSHAU' and 'NRDC' recognize the respective strengths of the two organizations and accordingly agree to cooperate in the successful transfer to industry for commercial exploitation and socio-economic benefits.

'CCSHAU' and 'NRDC' hereinafter called as Party individually and jointly as Parties.

Now therefore, in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follow:

1. This MOA is initially valid for **TEN years** from the date of signing but may be extended for further periods by mutual agreement between the parties.
2. Subject to the conditions hereinafter contained 'CCSHAU' agrees to assign to 'NRDC' on a case to case basis technologies relating thereto (where the technologies have already been or shall be directly patented by 'CCSHAU'), on non-exclusive basis for licensing and commercial exploitation by 'NRDC'.
3. 'CCSHAU' also agrees to provide 'NRDC'/Licensee of 'NRDC' as the case may be, technical and engineering know-how relating to such Technology(ies) / Know-how, etc. consisting of documented technical information on the mode of working and using the same by an industry, as may be necessary to commercialize the said Technology(ies) / Know-how, etc. and associated patents / designs / copyrights / trademarks, etc. by 'NRDC' during the currency of this MOA being in force.
4. 'CCSHAU' agrees to provide a demonstration of the Technology(ies) / Know-how which are licensed by NRDC to the licensee at 'CCSHAU' on the scale at which the technology(ies) / Know-how have been developed by 'CCSHAU', within a reasonable time preferably within 60 days of the date of signing of the license agreement by the licensee with 'NRDC' to familiarize appropriately qualified personnel of the licensee and provide expert assistance to the licensee for implementation of the licensed invention / process / product / technology, etc.
5. 'CCSHAU' shall on successful demonstration of the technologies and handing over the know-how document to 'NRDC' and/or its licensee(s), sign along with Licensee(s) a certificate of successful demonstration of the technology as per 'NRDC' format and send one copy in original to 'NRDC'.
6. 'NRDC' agrees to give publicity to the availability of the Technology(ies) / Know-how assigned to it by 'CCSHAU' for commercial exploitation and also agrees to generate necessary market data/profiles, prefeasibility, feasibility and project reports, to promote speedy and effective licensing and commercialization of the said Technology(ies) / Know-how, etc. 'NRDC' also agrees to inform the 'CCSHAU' about

the negotiations for mutually deciding the fee to be charged from the prospective licensee at the time of transfer of Technology(ies) / Know-how.

7. The **NRDC** Licensee will be given the rights to use the name of **CCSHAU** on the product package and not logo of **CCSHAU**. The **NRDC** licensee will also mention that the manufacturing technology is developed by **CCSHAU** on the product/ package/ label. However, the **NRDC** licensee will have the rights to use the name and logo of **NRDC** on the product/ package/ label.
8. In consideration of the assignment, provision of technical information and documentation and technical services as aforesaid by '**CCSHAU**', '**NRDC**' agrees to remit to '**70%**' of the entire fees (Lumpsum Premium and Royalties) received by it from the licensees arising from the said commercial exploitation of the Technology(ies) / Know-how, of '**CCSHAU**' assigned to '**NRDC**'. The royalties payable to '**CCSHAU**' shall continue for a fixed period agreed between '**NRDC**' and the licensee, and '**NRDC**' will apply its well established and time tested methods of monitoring the extent of exploitation of the said Technology(ies) / Know-how to ensure full and effective payment of royalties by the licensee concerned.
9. The premia and the royalty agreed upon by '**NRDC**' and the licensee and the period of licensing will be finalized by '**NRDC**' in consultation with '**CCSHAU**'.
10. Filing and maintenance of patent applications (both in the country and abroad) will be done directly by '**CCSHAU**' at its own expenses.
11. '**NRDC**', after due consultation with '**CCSHAU**' on case to case basis, hereby agrees, in case of revocation proceedings against a technical know-how assigned to it by '**CCSHAU**' to protect the said patent/design/trademark underlying Technology(ies) / Know-how and in such a case, the expenses will be shared in the ratio of 30:70 between the '**NRDC**' and '**CCSHAU**'.
12. '**NRDC**' agrees to take all measures in its control to oppose Indian Patent / design / trademark application(s) filed by other parties which application(s) may be detrimental to the invention / process / product / technology, etc. assigned to '**NRDC**' by '**CCSHAU**' and '**CCSHAU**' agrees to provide '**NRDC**' all assistance in this regard. The expenses will be shared in the ratio 30:70 between '**NRDC**' and '**CCSHAU**'.
13. In the event of any of the aforesaid patent (s) / design (s) / copyright (s) / trademark (s) assigned to '**NRDC**' being infringed and '**NRDC**' initiating or instituting any legal proceedings after due consultation with '**CCSHAU**' to prevent such infringement, '**CCSHAU**' agrees, if so required by '**NRDC**', to render all assistance to '**NRDC**'. The

expenses in this regard will be shared in the ratio of 30:70 between 'NRDC' and 'CCSHAU'.


14. Either party shall save and indemnify, protect and keep saved and indemnified the other party against all claims, actions, losses, costs, damages, expenses, legal suits and other proceedings resulting from and arising out of actions, inaction or negligence of either party or their employees, agents or for violation of any provision of this MOA or any provision thereof by any party or its employees or for infringement of any patent, trademark, designs or copyright of any third party.
15. In case 'NRDC' does not commercialize the assigned technologies within two years from the date of Assignment with 'CCSHAU', the parties shall meet and decide on the further course of action and if there are no immediate prospects of commercialization, the assigned technologies shall be reassigned to 'CCSHAU' and 'NRDC' shall not use the information relating to such technologies in any manner whatsoever, thereafter.
16. If either party fails to fulfill its respective obligations as set out in the previous clauses of this MOA, both parties shall urgently consult one another with a view to correcting the default by the party concerned. If even thereafter the default is not rectified by the defaulting party, the other party may terminate this MOA by giving thirty (30) days notice in writing to the defaulting party provided that such termination shall not affect the rights of the parties to MOA which have been accrued prior to such termination.
17. Upon such termination as set out in Clause 14:
 - (i) The license(s) granted by 'NRDC' shall continue for the period agreed between 'NRDC' and the licensee(s) concerned. Thereafter such Technologies assigned to 'NRDC' shall be reassigned to 'CCSHAU'. 'NRDC' also agrees not to grant any further license(s) of the Technology(ies) / Know-how to any further party(ies). All amounts accrued for payment to 'CCSHAU' by 'NRDC' on the date of termination shall be paid by NRDC after closing of annual account of 'NRDC'. As for payment accruing thereafter from such commercialized Technologies in respect of which license(s) have already been granted by 'NRDC' and subsisting on the date of termination of this MOA, 'NRDC' will continue to remit them to 'CCSHAU' as if the MOA is in full force and effect; and
 - (ii) The Technology(ies) assigned to 'NRDC' by 'CCSHAU' which have not been commercialized by 'NRDC' shall stand withdrawn and shall be reassigned to 'CCSHAU'. Thereafter 'NRDC' shall not use or cause other parties to use documents of such Technologies in any manner whatsoever.
 - (iii) After reassignment of the Technology(ies) / Know-how back to 'CCSHAU' by 'NRDC', further prosecution / maintenance of the patents/ designs/ copyrights/ trademarks, etc. associated with the Technology(ies) / Know-how filed in India and foreign countries will be done by 'CCSHAU'.


Director H.R.M.
CS Haryana Agricultural University
H I S A R



18. ARBITRATION AND JURISDICTION

- (i) If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of this MOA including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this MOA, such disputes or differences shall be settled under the Rules of Delhi International Arbitration Center, New Delhi by Sole Arbitrator to be appointed out of the panel of arbitrators of Delhi International Arbitration Center (DAC) with the consent of all the parties failing which the aggrieved party shall approach to the court of competent jurisdiction for the appointment of the sole Arbitrator in accordance with the Arbitration & Conciliation Act, 1996 (As amended/modified from time to time) and Rules framed there under for the time being in force (the Act) and the reference to arbitration shall be deemed to be submission within the meaning of the Act.
- (ii) If however, 'CCSHAU' or 'NRDC' does not make any claim or demand or raise any dispute or difference within one year from the date on which such demand or claim arises, 'CCSHAU' or 'NRDC' shall be deemed to have waived and abandoned such claim or demand or the right to raise such dispute or difference against the other party.
- (iii) (a) The venue of the Arbitration shall be at Delhi International Arbitration Center at New Delhi.
(b) Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitral Tribunal otherwise decides in the Award.
(c) The provisions of this Clause 16 shall not be frustrated, abrogated or become inoperative, notwithstanding this MOA expires or ceases to exist or is terminated or revoked or declared unlawful.
(d) The High Court of Delhi at New Delhi and Courts subordinate to it shall have exclusive jurisdiction in all matters concerning this MOA, including any matter arising out of the Arbitration Proceedings or any Award made therein.
19. This MOA shall become effective on and from the date it is signed.
20. This MOA will be made in two originals and each party will have one original for its reference and record.


Director
Haryana Agricultural University
HISAR

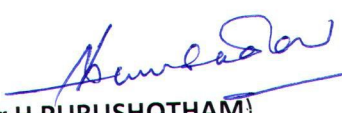


IN WITNESS WHEREOF, both the parties herein set their respective hands and seals on the day, month and year first above written in the presence of following witnesses:

For and on behalf of
Chaudhary Charan Singh Haryana
Agricultural University,
Hisar, Haryana,


(Dr. M.S. Sidhpuria)
Director, HRM, CCSHAU Hisar


For and on behalf of
National Research Development
Corporation, New Delhi


(Dr. H. PURUSHOTHAM)
Chairman and Managing Director

Dr. H. Purushotham
Chairman and Managing Director
National Research Development Corporation
New Delhi-110048

Witnesses:

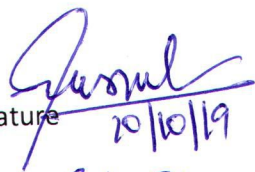
1.

Signature

Name:

Designation:

Address:


20/10/19
S.K. Sehrawat
Director Research
CCSHAU, Hisar


1.

Signature

Name:

Designation:

Address:


A. PRADHAN
Sr. Consultant
NRDC


2.

Signature

Name:

Designation:

Address:


10/10/2019
ASHA KHATRA
DEAN PGS
CCS HAU Hisar


2.

Signature

Name:

Designation:

Address:


Rajendra Gondane
Manager, B.D.
NRDC, New Delhi