

MoUs List 2018-19 to 2022-23

1.	Margosa Biogrow India Pvt. Ltd., Vadodara	Transfer of liquid biofertilizer technology	01/06/2018	31/05/2019
2.	Gujarat State Co-operative Marketing Federation Ltd. (GUJCOMASOL), Ahmedabad	Transfer of liquid biofertilizer technology	10/07/2018	09/07/2019
3.	Gujarat State Co-operative Marketing Federation Ltd. (GUJCOMASOL), Ahmedabad (FPT &BE)	Marketing and distribution of specified agricultural inputs and processed food products produced at AAU for the benefit of the farmers, students training and the consumers.	10/07/2018	09/07/2023
4.	National Bank for Agriculture and Rural Development (NABARD), Ahmedabad	Advisory services for farmers, Skill development of farmers, Food Processing especially in case of millets and coarse grains, solarisation of agriculture	20/01/2019	19/01/2024
5.	Central Salt & Marine Chemicals Research Institute (CSMCRI), Bhavnagar	Student and Faculty exchange, to collaborate research and extension education, expertise in the area of e-governance	20/01/2019	19/01/2024
6.	Junagadh Agricultural University, Junagadh	Date Palm Tissue Culture Technology	20/01/2019	19/01/2024
7.	Central Potato Research Institute(CPRI), Shimla	Collaborative research on potato	07/05/2020	06/05/2025 (5 years)
8.	Narmada Bio Chem Limited, Ahmedabad	Transfer of liquid biofertilizer technology	18/08/2020	17/08/2021
9.	Gujarat Energy Development Agency (GEDA), Gandhinagar	Developing biogas product from cow dung agriculture and biological waste as an alternative source of energy and to adopt a new international technology for the purpose	17/09/2020 (Approved by BoM)	
10.	Gujarat Industries Power Company Limited (GIPCL), Vadodara	1 MW Solar power project	30/10/2020	29/10/2025 (5 years)

11.	Gujarat Narmada Valley Fertilizers & Chemicals Limited (GNFC), P.O. Narmadanagar, Dist. Bharuch, Gujarat	Transfer of Date Palm Tissue culture Technology	12/05/2021	11/05/2026
12.	Gujarat Organic Agricultural University, Halol	Collaboration in Teaching, Extension education and Research in Organic Farming with mutual interest	21/05/2021	20/05/2026
13.	Indore Municipal Corporation, Indore, Madhya Pradesh	Transfer of Bio NPK-Liquid Biofertilizer Technology	27/08/2021	26/08/2022
14.	Assam Agricultural University, Jorhat	For Collaboration Research and Extension Education, Students And Faculty Exchange	11/01/2022	10/01/2027
15.	Dhirubhai Ambani Institute of Information and Communication Technology (DA-IICT), Gandhinagar	Exchange of student & faculty, designing of new PG courses, organizing seminars, workshops, preparation of joint research proposals	02/02/2022	01/02/2028
16.	Amul Dairy, Anand	Transfer of Bio NPK-Liquid Biofertilizer Technology	09/05/2022	08/05/2023 (1 Year)
17.	University of Alberta, Canada	Agril. Education and students' exchange programmes	15/07/2022	14/07/2027
18.	Sher-e-Kashmir University of Agricultural Sciences & Technology, Kashmir	Collaboration in research and extension education, students and faculty exchange	15/03/2023	14/03/2028
19.	Gujarat Institute of Disaster Management (GIDM), Gandhinagar	Collaboration in Research and Capacity building in Disaster Risk Management	15/03/2023	14/03/2028
20.	National Dairy Development Board, Anand	Collaboration for research and extension education in Agriculture, Agriculture allied activities	12/04/2023	11/04/2028
21.	Banas Dairy, Palanpur	Transfer of Bio NPK-Liquid Biofertilizer Technology	19/05/2023	18/05/2024
22.	Charotar Arogya Mandal, V. V. Nagar	To upgrade health centre for providing better health services	01/07/2023	30/06/2028 (5 years)



गुजरात गुजरात GUJARAT

BH 706602

SL No.: Date: 31-MAY-2018
WFIO: Dr. A. V. Vyoh Add: Anand
by V. M. Chaudhary

Postmaster (HSG:1)
Anand HO 388001.

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MoU) is made on this 1st day of month June, Two Thousand and Eighteen By AND BETWEEN Anand Agricultural University established and incorporated by Gujarat Act No. 5 of 2004 (Gujarat Agricultural University Act 2004) having its registered office at Anand-388110 hereinafter referred to as "AAU, Anand" the ONE PARTY.

AND

M/s Margosa Biogrow India Pvt. Ltd, established and incorporated under the Companies Act, 1956, having its registered office address 113, SILVERLINE, BESIDES WORLD TRADE CENTRE, SAYAJIGUNJ, VADODARA, GUJARAT, 390005 as the OTHER PARTY.

WHEREAS M/s Margosa Biogrow India Pvt. Ltd being desirous of commercializing and transferring to end user, Bio NPK-Liquid biofertilizer Technology developed by Department of Microbiology, B. A. College of Agriculture, AAU, Anand from the date of signing this MoU by the Anand Agricultural University on non exclusive basis. This Memorandum of Understanding (MoU) defines the role and responsibilities of the participating agencies, monitoring and other matters related to commercializing Bio NPK Liquid biofertilizer Technology (As per published in Indian patent journal,

Atul Mahajan

Atul Mahajan

No. 50/2014, 12/12/2014) to end user and transferring Technology to M/s Margosa Biogrow India Pvt. Ltd. Vadodara from AAU. The training will be provided by the Dept of Microbiology, AAU to persons nominated by M/s Margosa Biogrow India Pvt. Ltd. Vadodara.

NOW THE PARTIES HERE TO AGREE AS FOLLOWS:

1.0 Role of M/s Margosa Biogrow India Pvt. Ltd. Vadodara

- 1.1 To act as an ethical business partner in commercializing and transferring to end user, Bio NPK-Liquid biofertilizer Technology from AAU to M/s Margosa Biogrow India Pvt. Ltd. Vadodara.
- 1.2 The technology commercialization for subsequent transfer to end user would also involve scientific, technical and other professional advice to be provided to M/s Margosa Biogrow India Pvt. Ltd. Vadodara, purely on the basis of available expert knowledge. M/s Margosa Biogrow India Pvt. Ltd. Vadodara has to ensure that the skills which its employees learn from AAU as a part of technology transfer cannot be transferred to any third party.
- 1.3 The technology commercialization for subsequent transfer to end user will involve minimal use of AAU machines/instruments. The concerned scientist(s) will help in identifying the various vendors/suppliers for various machines and instruments to be purchased by M/s Margosa Biogrow India Pvt. Ltd. Vadodara. However, there is no binding on M/s Margosa Biogrow India Pvt. Ltd. Vadodara to buy from the same vendor(s)/supplier(s) but it should confirm to the specifications as laid down by the concerned scientist(s).
- 1.4 To allow AAU to check the status of technology commercialization and transfer to end user from time to time.
- 1.5 To pay the entire technology commercialization fee Rs. 15 lakhs + all applicable GOI/GOG taxes etc. to the AAU on the day of signing MoU by DD/Cheque in favour of AAU Revolving Fund Account payable at Anand. The Cheque /DD should be of nationalized bank only. The technology transfer fee once paid will not be refunded even if M/s Margosa Biogrow India Pvt. Ltd. Vadodara decides to drop the technology commercialization assignment at any time before its completion.
- 1.6 The number of visits of concerned scientist from AAU to M/s Margosa Biogrow India Pvt. Ltd. Vadodara would be once in two months only at M/s Margosa Biogrow India Pvt. Ltd. request. M/s Margosa Biogrow India Pvt. Ltd. will provide transport vehicle and local hospitality. M/s Margosa Biogrow India Pvt. Ltd. persons can visit AAU to get guidance from time to time. If M/s Margosa Biogrow India Pvt. Ltd.

Aditi Makwana

Dr. Anand

Vadodara desires for additional visits of AAU Scientist, then the same should be conveyed to the University at least one week in advance. Such visits will be on mutual consent.

2.0 Role of AAU Anand

2.1 To provide detailed production technology (with set up process) of Bio NPK-Liquid biofertilizer Technology for *Azotobacter*, *Azospirillum*, Phosphate/Potash Solubilizer (*Bacillus spp*) with effective consortia Mother Cultures through its Department of Microbiology.

2.1.1 To provide all consortia member Mother Cultures free of cost as and when required by M/s Margosa Biogrow India Pvt. Ltd. Vadodara.

2.1.2 The efficiency characters of the cultures covered under FCO need to be specified in FCO- Fertilizer Control Order.

2.1.2.1 The Production technology for producing Bio NPK-Liquid biofertilizer should be as per FCO specifications for the said cultures.

2.1.2.2 To provide technical support for FCO specifications at present as per the requirement.

3.0 Duration of MoU

3.1 This MoU will remain in force for a period of one year from the date of signing by both the parties and can be extended for another one year by mutual consent of both the parties but not mandatory.

4.0 Secrecy

4.1 It is hereby agreed that no data/information/cultures or skills which the staff of M/s Margosa Biogrow India Pvt. Ltd. Vadodara learn from AAU shall be transferred to any third party.

5.0 Fees

5.1 The fees for the present transfer of technology under this MoU will be Rs. 15.00 lakhs + all applicable GOI/GOG taxes etc.

6.0 Arbitration

Amit Mehta

Amit Mehta

In the event of any question, dispute, difference arising what so ever between the parties to this agreement in execution of the agreement or otherwise, shall be referred to an arbitrator to be appointed by mutual consent of both the parties here in. If the parties do not agree on the appointment of arbitrator within a period of two months from the notification by the one party to the other of existence of such dispute, then the arbitrator shall be appointed by AAU, Anand.

7.0 Transfer of Technology

7.1 The technology will be commercialized for transfer to end user on non exclusive basis. Further, transferring the technology to any third party other than MoU party by M/s Margosa Biogrow India Pvt. Ltd. Vadodara is not allowed. Any act of such subsequent transfer of Bio NPK-Liquid Bio fertilizer technology by M/s Margosa Biogrow India Pvt. Ltd. Vadodara, will account to breach of trust.

7.2 Methodology to be shared with operation and maintenance (O&M) operator and training their technocrats, O&M operator and M/s Margosa Biogrow India Pvt. Ltd. Vadodara will have to assure for confidentiality of methods of production and cultures by undertaking on legal stamp for safety of both the organizations.

8.0 AAU Brand Name

M/s Margosa Biogrow India Pvt. Ltd. Vadodara has to mention a line of credit "A technology by AAU, Anand" forever on the packing of the product manufactured with the technology commercialized under this agreement and to be sold in the market.

9.0 Training

Three technicians / technocrats who will be involved in the production process at M/s Margosa Biogrow India Pvt. Ltd. Vadodara will be trained at AAU Biofertilizer Laboratory at Department of Microbiology, BACA, Anand for maximum of 20 days including Sundays and holidays during University official working hours. Food and accommodation would be provided on nominal charges.

10.0 Certifications

Acquiring environment and safety as well as other certifications, as per FCO like production, storage and selling licenses for Bio-NPK fertilizers will be the responsibility of the M/s Margosa Biogrow India Pvt. Ltd. Vadodara.

Adil Hussain

Dhatale

11.0 Quality

The other party has to maintain the quality of the product manufactured as per the FCO norms 1985 amended in 2010 and 2014. If the product does not adhere to the specified quality, it cannot be marketed.

12.0 Governing Law

This agreement shall be governed by the law of India for the time being in force and no amendment can be made in this MoU without the mutual agreement of both the parties.

IN WITNESS the parties here to have signed, sealed and delivered this agreement on this 1st day of Month June and Year Two Thousand and Eighteen.

Signature:

Aditya Makhania

Director
M/s Margosa Biogrow India Pvt. Ltd.
Vadodara

[Signature]

Director of Research & Dean PG Studies
Anand Agricultural University
Anand

Witnesses

1.

[Signature]
(R.P. MAKHARIA)

2.

[Signature]
(M.P. Makhania)

Witnesses

1.

[Signature] (H.R. Pahl)

2.

[Signature]
(R.V. Vyas)





गुजरात गुजरात GUJARAT

BK 610999

SL NO 3492 Dated 3-7-18
 IN NO Recruit Riwalli
MEMORANDUM OF UNDERSTANDING
Shri...

This MEMORANDUM OF UNDERSTANDING (Mou) is this ^{tenth} day of ~~July~~ ^{St. Vincent Navrangpura H.O.} month ~~10~~ ¹⁰ thousand and Eighteen ~~By~~ ^{AND} Between Anand Agricultural University established and incorporated by Gujarat Act No.5 of 2004 (Gujrat Agricultural University Act 2004) having its registered office at Anand-388110 here in after referred to as "AAU, Anand" the ONE PARTY.

AND

Gujrat State Co-operatative Martketing Federation Ltd. (GUJCOMASOL) established and incorporated under the Companies Act. 1961, having its registered office at 49, Shrimali Society, Sahkar Bhavan, Opp. Navrangpura Police Station, Navrangpura, Ahmedabad-380 009, Gujarat, INDIA as the OTHER PARTY.

Relative No. A-1467 dated 3.7.18

Rajeshkumar A. Desai
 RAJESHKUMAR A. DESAI
 NOTARY
 GOVT. OF INDIA
 10 JUL 2018

Rajesh

Shri...



NOTARIAL NOTARIAL

WHEREAS GUJCOMASOL being desirous of commercializing and transferring to end user, Bio NPK-Liquid biofertilizer Technology developed by Department of Microbiology, B. A. College of Agriculture, AAU, Anand for the due of signing this MoU by the Anand Agricultural University on an exclusive basis.

This Memorandum of Understanding (MoU) defines the role and responsibilities of the participating agencies, monitoring and other matters related to commercializing Bio NPK-Liquid biofertilizer Technology (As per order No 50/2014, 12/12/2014) to end user and transferring Technology to GUJCOMASOL, Ahmedabad from AAU. The training will be provided by Dept of Microbiology, AAU to persons nominated by GUJCOMASOL.

NOW THE PARTIES HERE TO AGREE AS FOLLOWS :

1.0 Role of GUJCOMASOL, Ahmedabad

1.1 To act as an ethical business partner in commercializing and transferring to end user, Bio NPK-Liquid biofertilizer Technology from AAU to GUJCOMASOL, Ahmedabad.

The technology commercialization for subsequent transfer to end user would also involve scientific, technical and other professional advice to be provided to GUJCOMASOL, Ahmedabad purely on the basis of world best expert knowledge. GUJCOMASOL, Ahmedabad has to ensure that the rights which its employees learn from AAU as a part of technology transfer cannot be transferred to any third party.

1.2 The technology commercialization for subsequent transfer to end user will involve minimal use of AAU machines/instruments. The concerned scientist(s) will help in identifying the various vendors/suppliers for various machines and instruments to be purchased by GUJCOMASOL, Ahmedabad. However, there is

no binding on GUJCOMASOL, Ahmedabad to buy from the same vendor(s)/supplier(s) but it should confirm to the specifications as laid down by the concerned scientist(s).

1.3 To allow AAU to Check the status of technology commercialization and transfer to end user from time to time.

To pay the entire technology commercialization fee (Rs. 15 lakhs) will applicable to AAU (with 18% GST) etc. to the AAU on the day of signing MoU by DD Cheque in favour of AAU (BPD Rayavni) Fund Account payable at Anand. The Cheque/DD should be of nationalized bank only. The technology transfer fee once paid will not be returned.

20/11/2014

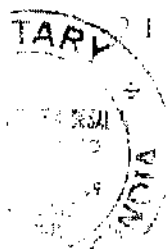
20/11/2014

Signature

even if GUJCOMASOL, Ahmedabad decides to drop the technology commercialization assignment at any time before its completion.

- 1.6 The number of visits of concerned scientist from AAU to GUJCOMASOL, Ahmedabad would be once in two months only at GUJCOMASOL request. GUJCOMASOL will provide transport vehicle and local hospitality. GUJCOMASOL persons can visit AAU to get guidance from time to time. If GUJCOMASOL, Ahmedabad desires for additional visits of AAU Scientist, then the same should be conveyed to the University at least one week in advance. Such visits will be on mutual consent.

2.0 Role of AAU Anant



- 2.1 To provide detailed Production technology (with set up process) of Bio NPK-Liquid biofertilizer Technology for Azotobacter, Azospirillum, phosphate / Potash Solubilizer (Bacillus spp) with effective, consortia Mother Cultures through its Department of Microbiology.
- 2.1.1 To Provide all consortia member Mother Cultures free of cost as and when required by GUJCOMASOL.
- 2.1.2 The efficiency characters of the cultures covered under FCO need to be specified in FCO-Fertilizer Controlled Order.
- 2.1.2.1 The Production technology for producing Bio NPK-Liquid biofertilizer should be as per FCO specifications for the said cultures.
- 2.1.2.2 To provide technical support for FCO specifications at Present as per the requirement.

3.0 Duration of MoU

- 3.1 This MoU will remain in force for a period of one year from the date of signing by both the parties and can be extended for another one year by mutual consent of both the parties but not mandatory.

4.0 Secrecy

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4.1 It is hereby agreed that no data/information/cultures or skills which the staff of GUJCOMASOL, Ahmedabad learn from AAU, shall be transferred to any third party.

5.0 Fees

5.1 The fees for the present transfer of technology under this MoU will be Rs. 15.00 lakhs + all applicable GOI/GOG taxes like GST etc.

6.0 Arbitration

6.1 In the event of any question, dispute, difference arising what so ever between the parties to this agreement in execution of the agreement or otherwise, shall be referred to an arbitrator to be appointed by mutual consent of both the parties here in. If the parties do not agree on the appointment of arbitrator within a period of two months from the notification by the one party to the other of existence of such dispute, then the arbitrator shall be appointed by AAU, Anand.

7.0 Transfer of Technology

7.1 The technology will be commercialized for transfer to end user on non exclusive basis. Further, transferring the technology to any third party other than MoU party by GUJCOMASOL is not allowed. Any act of such subsequent transfer of Bio NPK-Liquid Bio fertilizer technology by GUJCOMASOL, Ahmedabad, will account to breach of trust.

Methodology to be shared with operation and maintenance (O&M) operator and training their technocrats, O&M operator and GUJCOMASOL will have to assure for confidentiality of methods of production and cultures by undertaking on legal stamp for safety of both the organizations

8.0 AAU Brand Name

8.1 GUJCOMASOL, Ahmedabad has to mention a line of credit " A technology by AAU, Anand" for ever on the packing of the product

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manufactured with the technology commercialized under this agreement and to be sold in the market.

9.0 Training

9.1 Three technicians / technocrats who will be involved in the production process at GUJCOMASOL, Ahmedabad will be trained at AAI- Biofertilizer Laboratory at Department of Microbiology, BACA, Anand for maximum of 20 days including Sundays and holidays during University official working hours. Food and accommodation would be provided on nominal charges.

10.0 Certifications

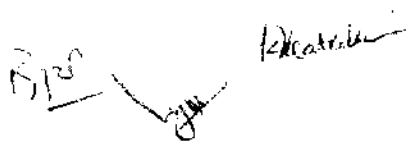
10.1 Acquiring environment and safety as well as other certifications, as per FCO like production, storage and selling licenses for Bio-NPK fertilizers will be the responsibility of the GUJCOMASOL, Ahmedabad

11.0 Quality

11.1 The other party has to maintain the quality of the product manufactured as per FCO norms 1985 amended in June 2010 and 2014. If the product does not adhere to the specified quality, it cannot be marketed

12.0 Governing Law

12.1 This agreement shall be governed by the law of india for the time being in force and no amendment can be made in this MoU without the mutual agreement of both the parties. IN WITNESS the parties here to have signed, sealed and delivered this agreement on this 10th day of Month July and Year Two Thousand and Eighteen.


The image shows two handwritten signatures in black ink. The signature on the left is more stylized and appears to be 'R/S'. The signature on the right is more legible and appears to be 'K. K. K. K.'.

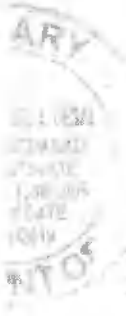
Signatures :



Managing Director
GIDCOMASOL,
Ahmedabad

Director of Research & Dean PG
Studies
Anand Agricultural University
Anand

Witnesses



1. *[Signature]* 10/7/18
2. *[Signature]* 10/7/18

Witnesses

1. *[Signature]* 10/7/18
2. *[Signature]* 10/7/18



SIGNED BEFORE ME
[Signature]
RAJESHKUMAR A. DESAI
NOTARY
GOVT. OF INDIA
10 JUL 2018



ANNEXURE- III
MoU with GUJCOMASOL

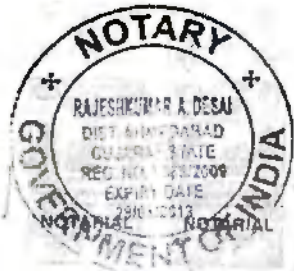


राजस्थान गुजरात GUJARAT

37

9.7.18

AT 791937



Handwritten signature: *Hemish Prakash Sharma*
Below the signature is the word 'सचिव' (Secretary).

Serial No. A-1424... D10.7.18

Subscribed
A.A. 1807

RAJESHKUMAR A. DESAI
NOTARY
GOVT. OF INDIA

MEMORANDUM OF UNDERSTANDING

10 JUL 2018

This MEMORANDUM OF UNDERSTANDING (MoU) is made on this Tenth day of July month, Two Thousand and Eighteen BY AND BETWEEN Anand Agricultural University (AAU) established and incorporated by Gujarat Act No.5 of 2004 (Gujarat Agricultural Universities Act 2004) having its registered office at Anand-388110 here in after referred to as "AAU, Anand" the ONE PARTY

AND

Gujarat State Co-operative Marketing Federation Ltd. (GUJCOMASOL) established and incorporated under the Companies Act, 1961, having its registered office at 49, Shrimali Society, Sahkar Bhavan, Opp. Navrangpura Police Station, Navrangpura, Ahmedabad - 380 009, Gujarat here in after referred to as "GUJCOMASOL" the OTHER PARTY.

Handwritten initials: *7/20*

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Handwritten signature: *[Signature]*

WHEREAS AAU has created facilities for seed processing, bio-fertilizer production, production of biocontrol agents, and production of various processed food products as well as for experiential learning of the students and training of farmers and entrepreneurs; and

GUJCOMASOL is a state co-operative federation having very good marketing network throughout Gujarat for various agricultural inputs, commodities and products.

AAU and GUJCOMASOL, being desirous of having tie-up for marketing and distribution of specified agricultural inputs and processed food products produced at AAU for the benefit of the farmers, students training and the consumers.

This Memorandum of Understanding (MoU) defines the role and responsibilities of the participating agencies, monitoring and other matters related to marketing and distribution of AAU products by GUJCOMASOL.

NOW THE PARTIES HERETO AGREE AS FOLLOWS:

1.0 Role of AAU Anand

- 1.1 AAU will provide various specified agricultural inputs and processed food products, using the available facilities with the university.
- 1.2 The quantity of different items/products to be prepared shall be mutually decided between AAU and GUJCOMASOL from time to time.
- 1.3 AAU has already obtained the FSSAI license for manufacturing, repacking and relabeling of specified processed food products as wholesaler and retailer.
- 1.4 AAU will compute the cost of production of the items from time to time. The selling prices will be decided mutually by AAU and GUJCOMASOL.

2.0 Role of GUJCOMASOL, Ahmedabad

- 2.1 GUJCOMASOL, Ahmedabad will act as an ethical business partner in marketing and distribution of various agricultural inputs and processed food products of AAU to the end user/ consumers.
- 2.2 GUJCOMASOL, Ahmedabad shall provide the raw materials available with them and as decided mutually to AAU, and shall procure as per need and transport the same to AAU.



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[Handwritten signature]

2.3 GUJCOMASOL, Ahmedabad shall lift the products from AAU for marketing/selling with its own transport arrangement. // ✓

2.4 As the facilities mentioned above for production and processing of various agricultural inputs and processed products created by AAU do not have their own operating funds for large scale manufacturing and processing, GUJCOMASOL will provide a one-time lump-sum working capital. The amount will be decided mutually and provided as the interest free advance to AAU for 5 years or for the duration of MoU, whichever is earlier.

2.5 GUJCOMASOL will obtain necessary licenses/ certifications for doing the above said business.

3.0 Duration of MoU

This MoU will remain in force for a period of five years from the date of signing by both the parties and can be extended further by mutual consent of both the parties but not mandatory.

4.0 Arbitration

In the event of any question, dispute, difference arising what so ever between the parties to this agreement in execution of the agreement or otherwise, shall be referred to an arbitrator to be appointed by mutual consent of both the parties here in. If the parties do not agree on the appointment of arbitrator within a period of two months from the notification by the one party to the other of existence of such dispute, then the arbitrator shall be appointed by AAU, Anand.

5.0 Governing Law

This agreement shall be governed by the law of India for the time being in force and no amendment can be made in this MoU without the mutual agreement of both the parties.

IN WITNESS the parties here to have signed, sealed and delivered this agreement on this 10th day of Month July and Year Two Thousand and Eighteen.

[Signature]

[Signature]

[Signature]



Signature:



Rajesh Kumar A. Desai
10/7/18
Managing Director
GUJCOMASOL,
Ahmedabad



Rajesh Kumar A. Desai
10/7/2018
Director of Research & Dean PG Studies
Anand Agricultural University
Anand

Witnesses

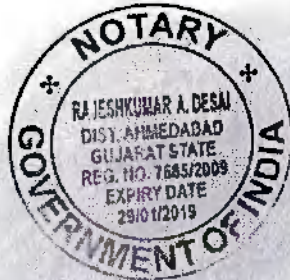
Witnesses

1. *[Signature]* 10/7

1. Dr. D.C. Joshi
[Signature] 10/7/18

2. *[Signature]* 10/7

2. Dr. R. V. Vyas
[Signature] 10/7/18



SIGNED BEFORE ME
[Signature]
RAJESHKUMAR A. DESAI
NOTARY
GOVT. OF INDIA
10 JUL 2018





गुजरात गुजरात GUJARAT

16 JAN 2019

BR 124935

SL No.: ~~AAU 3110~~ 935
Date: ~~16 JAN 2019~~
OFF: ~~AAU~~ Anand
Signature: *[Handwritten Signature]*

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MoU") entered into on this Twentieth day of January 2019 by and

Between

National Bank for Agriculture and Rural Development, is a body corporate established under an Act of Parliament, viz., the National Bank for Agriculture and Rural Development Act, 1981, through Chief General Manager, National Bank for Agriculture and Rural Development; NABARD Tower, Opposite Municipal Garden, Usmanpura, Ahmedabad, Gujarat - 380013 hereinafter referred to as "NABARD" the **ONE PARTY** (which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns).

And

Anand Agricultural University, Anand established and incorporated by Gujarat Act No. 5 of 2004 (Gujarat Agricultural Universities Act 2004) having its registered office at Anand 388110 here in after referred to as "AAU, Anand" the **OTHER PARTY**. (which

[Handwritten Signature]

[Handwritten Signature]

expression shall, unless repugnant to the context, include its successors, administrators and assigns).

Hereinafter, both sometimes individually referred to as a "Party" and collectively as "Parties".

WHEREAS NABARD, under Section 38 of NABARD Act, 1981, is authorized, inter-alia, to provide facilities for training, for dissemination of information and the promotion of research including the undertaking of studies, researches, techno-economic and other surveys in the field of rural banking, agriculture and rural development.

AND WHEREAS AAU, Anand was established in year 2004 for imparting education and training in agriculture and allied sciences by an Act passed by Gujarat legislature. AAU, Anand is involved in the teaching, research and extension education in the field of agriculture science, animal husbandry, bioenergy, veterinary science, dairy science, agricultural engineering, food processing technology, agriculture information technology and allied disciplines. AAU, Anand provides educational support to the farming communities and promotes rural development in rural areas. Also, AAU, Anand provides comprehensive, efficient and economic technologies to farmers, entrepreneurs and agri-business industry to maximize profits with commitment to quality.

NOW THEREFORE THIS DEED WITNESSETH THAT

- I. Within the fields mutually agreeable by the Parties, the following general forms of cooperation will be pursued:
 - a) Advisory services for Farmers.
 - b) Skill Development of Farmers.
 - c) Food processing especially in case of millets and coarse grains.
 - d) Action Research in the areas of mutual interest.
 - e) Solarisation of Agriculture.
- II. This Memorandum of Understanding will become effective immediately on the date of its signing.
- III. **Obligations & Responsibilities of NABARD**
 - NABARD shall provide grant and/ or credit support to AAU, Anand for conducting trainings, undertaking research/ pilot projects in the areas mutually agreed upon by the Parties in consonance with the existing policies.



S. Chavla


- NABARD shall undertake due diligence process and appraisals as per its existing policies.
- The decision to extend grant/ credit for any of the intervention/ research/ pilot/ activity, etc., proposed by AAU, Anand in the areas mutually agreed upon by the Parties, will solely be at the discretion of NABARD.
- NABARD shall also partner with AAU, Anand for collaborating in areas of rural development other than those identified and indicated at 1 (a) to (e), if it deems fit as per its existing areas/ emerging priorities or any other future schemes/ initiatives of its own.

IV. Obligations & Responsibilities of AAU, Anand

- AAU, Anand shall identify the immediate area of intervention(s) in the mutually agreed upon areas and also the expected beneficiaries.
- The interventions shall be in consonance with the areas of cooperation agreed upon.
- AAU, Anand shall provide implementation and technical support to the interventions.

V. Governing law and Jurisdiction

- Any dispute, controversy or claims arising out of or relating to the breach, termination or invalidity of these terms and conditions, shall be settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996.
- The place of arbitration shall be Ahmedabad and any award whether interim or final, shall be made, and shall be deemed for all purposes between the Parties to be made, in Ahmedabad.
- The arbitration procedure shall be conducted in English language and any award or awards shall be rendered in English.
- The procedural law of the arbitration shall be Indian law.
- The award of the arbitrator shall be final and conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgment thereon in any one or more of the highest courts having jurisdiction.
- Neither Party shall seek to resist the enforcement of any award in India on the basis that award is not subject to such provisions.

 S. Chawla

VI. Intellectual Property


- 6.1 Each Party will ensure appropriate protection of Intellectual Property Rights generated from cooperation pursuant to MoU, consider with their respective laws, rules and regulations to which both Parties are committed
- 6.2 In case research is carried out solely and separately by the Party or the research results are obtained through the sole and separate effort of the Party, the Party concerned alone will apply for grant of IPR and once granted, the IPR will be solely owned by the concerned Party.
- 6.3 In case of research results obtained through joint activities, the grant of intellectual property rights will be sought by both the Parties jointly and once granted these rights will jointly owned by the Parties.
- 6.4 The Parties shall not assign any rights and obligations arising out of the IPR generated to inventions / activities carried out under the MoU to any third Party without consent of the other Party.
- 6.5 Commercialization

In case of research results obtained through joint activities under this MoU both (AAU and NABARD) Parties will apply as co-applicants for the protection of intellectual property rights subject to exclusive of both the Parties to commercialize the technology.

VII. Duration of MoU

This MoU will be effective from the date of signature for an initial period of five (5) years and can be extended for further period as per the mutual consent of both the Parties.

- VIII.** The Party shall indemnify NABARD against all claims in respect of intellectual rights, or other protected rights in respect of research material used for or any other material in connection with the works or temporary works and from against all claims, demands proceedings, damages, costs, charges and expenses whatsoever in respect thereof from 3rd party or in relation thereto. The Parties shall defend all action arising from such claims, before any such infringement and receive their permission to proceed, and shall pay all royalties, damages, costs and charges of all and every sort that may be legally incurred in respect thereof. The Party shall also indemnify NABARD against the claim of the contract employee or damages or loss caused due to the negligence, omission or commission of act of such employee.

 S. Chawla

- IX. The Party shall continue to fulfill their residual obligations till the date of termination under the said contract even after the termination of said contract.
- X. NABARD shall have the right to enter into similar agreements with any other Agriculture University in India.
- XI. NABARD shall have the right to utilize as it deems fit the research output emanating out of the any of the mutually agreed upon areas of association.
- XII. AAU, Anand shall indicate to NABARD the specific pilots proposed to be undertaken by it in the areas agreed upon by both the Parties. The details of the proposed shall be worked out between the Parties separately.
- XIII. Either Party may terminate this MoU, by giving at least one (1) month prior notice in writing to the other Party.
- XIV. Any notice required to be given under this Agreement shall be served on the Party at their respective address given below by hand delivery or by registered post:

For NABARD

For AAU

S. Chaudhary

Chief General Manager

NABARD Tower, Opposite Municipal
Garden, Usmanpura, Ahmedabad,
Gujarat - 380 013



Dr. Anand

Anand Agricultural University,
Anand, Gujarat - 388 110



In witness whereof, the Parties have signed this Memorandum of Understanding on the day, month and year first above mentioned.

In the presence of:

1. *Omesh Ramo*

2. *[Signature]*

In the presence of:

1. *[Signature]*
CR. V. Yadav

2. *[Signature]*
(K P Patel)



गुजरात गुजरात GUJARAT

BR 252932

आदि संख्या 993211 रु. 100 24/01/2019 १६/०१/२०१९
नाम
P. PARMAR
स्टे. व. खासत ला. सं. नं. १५/८०
भईन्द्रकुमार मनुभाई परेठे

Memorandum of Understanding

1. THE MoU

1.1 This MoU made and entered into on this Twentieth day of January 2019 between CSIR-CSMCRI having its registered office at Bhavnagar, Gujarat (hereinafter called CSIR-CSMCRI with expression where the context so admits include its successors and permitted assigns) of the one part,

And

1.2 The Anand Agricultural University, Anand hereinafter referred to as "AAU-Anand" is a Premier University, which came in to existence under Gujarat Agricultural University Act-2004, having its registered office at Anand, Gujarat of the other part.

2. PREAMBLE

2.1 Whereas Central Salt & Marine Chemicals Research Institute, Bhavnagar (CSIR-CSMCRI), is involved in working in the field of chemistry, biological sciences and to conduct basic, strategic, applied and anticipatory research to disseminate technology to the society.

[Handwritten signature]
[Handwritten signature: Sh. Kazi Ghosh]



2.2 Whereas AAU-Anand is established specially with the regional mandate for strengthening of the triple function of education, research and extension education in agriculture and allied fields. The mandate of AAU-Anand is to impart education to the students in agriculture and allied fields, to conduct research in order to improve the productivity of rural areas, to undertake basic research to breakthrough newer areas of knowledge, to provide opportunities to observe and understand.

WHEREAS, both parties CSIR-CSMCRI and AAU-Anand have come to an understanding to promote teaching, research, extension and e-governance.

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

3. STATEMENT OF PURPOSE INCLUDING OBJECTIVES

- a. To promote students and faculty exchange.
- b. To collaborate research and extension education.
- c. To exchange softwares and expertise in the area of e-governance.
- d. To undertake joint staff development programmes.

4. TERMS AND CONDITIONS

- a. This MoU is valid for a period of five years at the first instance, but can be extended with the mutual consent of both the parties.
- b. This MoU shall be deemed to have been automatically rescinded after the expiry of the MoU period, unless renewed for any further period as per mutually agreed upon terms at a later stage.
- c. Either of the parties hereto shall be entitled to terminate the MoU at any time with valid reasons acceptable in writing to both the parties and in such case, the MoU will terminate six months after the date of written notification or date of expiry of the MoU, whichever is earlier. In case of such premature termination of the MoU, all rights and obligations of both parties shall automatically cease except for those covered by written contract including ongoing collaborative activity that can no longer be cancelled.
- d. Responsibility for protection of the Intellectual Property Rights (IPR) arising under this Agreement, or the results/output of the research/technology development shall be borne jointly by CSIR-CSMCRI and AAU-Anand under this MoU if inventors from both the parties are involved. The results of research which are to be legally protected under IPR, shall not be published or relied upon or referred to, prior to registration of such IPR.
- e. Publication of the research results in journals/conferences shall be jointly authored by CSIR-CSMCRI and AAU-Anand. Both the parties shall be permitted to publish technical/ scientific papers based on the research work done under this Agreement, which do not merit protection under IPR, only after prior written approval from other party.



- f. The intellectual property including inventions, designs, improvements, design and property in discoveries, data, knowledge, information and materials isolated, created, acquired or generated in pursuance of the joint work under this MoU shall be the joint property of CSIR-CSMCRI and AAU-Anand and each of the PARTIES to this MoU shall have equal rights in such intellectual property. Furthermore research/technology development activities under this MoU shall be patented or protected against patent right jointly in the name of both CSIR-CSMCRI and AAU-Anand.
- g. CSIR-CSMCRI will undertake filing, maintenance and other administrative work related to the joint IPRs including patent, under this MoU. The expenditure incurred on such activities shall be equally shared by CSIR-CSMCRI and AAU-Anand.
- h. CSIR-CSMCRI and AAU-Anand shall have the full right of transferring/ assigning/ licensing the product/ process/ technology/ know-how developed/ acquired/ isolated/ generated under this MoU to third party, under intimation to the other Party. Any benefit, monetary or otherwise, accruing from such transfer/assignment/license to third parties shall be shared between CSIR-CSMCRI and AAU-Anand in equal proportion.
- i. CSIR-CSMCRI and AAU-Anand shall not submit at any time any application or claim for the protection and/or utilization of an intellectual property right based, whether in part or in full, on CONFIDENTIAL INFORMATION received either directly or indirectly from the DISCLOSING PARTY, without prior written consent of the DISCLOSING PARTY.
- j. All rights and obligations relating to joint IPR, if any, shall survive the termination of the project for any reason.

5. 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 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 of cessation. If the forcemajeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

6. AMENDMENTS TO THE MoU

No amendment or modification of the MoU shall be made unless the same is made in writing by the parties or their authorized representatives and specially stating the same to be an amendment of this MoU. The modifications/changes shall be effective from the date on which they are made/ executed, unless or otherwise agreed to.

7. ASSIGNMENT OF THE MoU

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

8. ARBITRATION

8.1 It is hereby agreed between the two Parties that MoU shall be executed in manner and form outlined in this Agreement. Any dispute, controversy, difference of any kind whatsoever or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled



amicably by negotiation between the parties. If no amicable resolution or settlement is reached within a period of thirty (30) days from date on which above-mentioned dispute or difference arose, such dispute or difference shall be referred to the arbitration of the two Arbitrators as nominated by each party, and in case of difference of opinions between them to an umpire appointed by the said two arbitrators. The seat of arbitration shall be decided by the Arbitrator and arbitration shall be conducted in English language. The arbitration will be carried out in accordance with the provisions of Indian Arbitration and Conciliation Act of 1996, or of any modifications or re-enactments thereof. The arbitral award will be final and binding, subject to legal remedies available under the law.

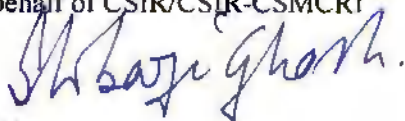
8.2 Existence of any dispute or difference or initiation or continuance of arbitral proceedings shall not postpone or delay performance by Parties of their respective obligations under or pursuant to this Agreement. Further, this Agreement shall remain subsisting and operative during the arbitral proceedings and no payment due and payable to either Party shall be withheld except payment in dispute, if any.

8.3 This Agreement shall be governed by, construed, and enforced in accordance with the prevailing laws of India.

This Agreement has been executed in two originals one of these has been retained by CSIR/CSIR-CSMCRl and the other by the AAU-Anand.

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

For and on behalf of CSIR/CSIR-CSMCRl



Authorized Signatory

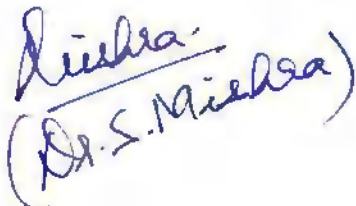
शिबाजी घोष/Shibaji Ghosh
वैज्ञानिक/Scientist

प्रमुख, तकनीकी विधि प्रमाण और आई पी समन्वयक
Name & Seal: Head, Techno-Legal Cell & IP Coordinator
सीएसआरआईआर-सीएसएमसीआरआई CSIR-CSMCRl
जी. बी. मार्ग, भावनगर/G. B. Marg, Bhavnagar
PIN-364002 (Gujarat) INDIA

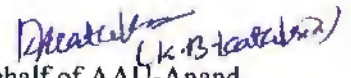
Witness 1


(Dr. Pradeep K. Agarwal)

Witness 2



(Dr. S. Mishra)

For and on behalf of AAU-Anand



Director of Research &
Authorized Signatory P.G. Studies
Anand Agricultural University
Anand

Name & Seal:

Witness 1


C.R.V. Yadav

Witness 2


C.M.M. Trivedi



गुजरात गुजरात GUJARAT

- 6 JUL 2018

BH 748731

SL No.:

MFIO:

by

Postmaster (H.O.)
Anand PIN-388001.

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MoU) BY AND BETWEEN Anand Agricultural University established and incorporated by Gujarat Act No. 5 of 2004 (Gujarat Agricultural Universities Act 2004) having its registered office at Anand - 388 110, on Twentieth day of January 2019, herein after referred to as "AAU, Anand" (which expression shall where the context so admits include its successors and permitted assigns), of the ONE PART on :

AND

Junagadh Agricultural University (JAU), established and incorporated by Gujarat Act No. 5 of 2004 (Gujarat Agricultural Universities Act 2004) herein after referred to as, "JAU, Junagadh" of the OTHER PART;

[Handwritten signature]

[Handwritten signature]

WHEREAS JAU, Junagadh being desirous of getting the license of the Date Palm Tissue Culture Technology from **Centre for Advance Research in Plant Tissue Culture at the Department of Agricultural Biotechnology, AAU, Anand.**

This Memorandum of Understanding (MoU) defines the role and responsibilities of the participating agencies, monitoring and other matters related to the Date Palm Tissue Culture Technology Licensing to **JAU, Junagadh.**

NOW THE PARTIES HERE TO AGREE AS FOLLOWS:

1.0 Role of AAU, Anand

- 1.1 To act as a facilitator to the In-charge and other scientists of Centre for Advance Research in Plant Tissue Culture, Department of Agricultural Biotechnology, AAU, Anand for Date Palm Tissue Culture Technology Licensing to JAU, Junagadh.
- 1.2 To provide scientific, technical, or professional advice to JAU, Junagadh, purely on the basis of available expert knowledge and experience with minimal use of laboratory facilities for training of scientists from JAU, Junagadh.

2.0 Role of JAU, Junagadh

- 2.1 To have the Date Palm Tissue Culture Technology Licensing from AAU to JAU, Junagadh. The licensing does not involve any kind of survey, details study, report preparation / submission. For demonstration purpose, the elite starting material suckers will be provided by JAU, Junagadh.
- 2.2 Two to three JAU, Junagadh scientists will be trained on Date Palm Tissue Culture Protocol in the Plant Tissue Culture Laboratory at AAU, Anand. These scientists will have to sign a Non Disclosure Agreement (NDA) before the commencement of training. No TA/DA will be provided to trainees by AAU, Anand but the same will be provided by JAU, Junagadh.
- 2.3 To allow AAU, Anand to check the status of technology licensing assignment at any time during the MoU duration.
- 2.4 The number of visits of the concerned scientist from AAU, Anand to JAU, Junagadh would be restricted to one in three months and for a maximum of two working days per visit (excluding the days of travel). The travel and local hospitality of the scientists for all visits will be arranged by JAU Junagadh. The scientists will have a right but not an obligation to schedule their visits on Saturday / Sunday or public





holidays.

- 2.5 JAU, Junagadh, shall provide elite planting material / elite accessions of Date Palm to Centre for Advance Research in Plant Tissue Culture, AAU, Anand for their multiplication at Centre for Advance Research in Plant Tissue Culture, AAU, Anand during demonstration and training. A representative sample of not more than 10 number of plants from first batch will be tested for true to type (similarity to the mother plant). The actual charges for such testing will be borne by JAU, Junagadh.

3.0 Duration of the MoU

Duration of the MoU shall be five years from the date of signing by both the parties. It may be extended for another one year by mutual consent of both the parties. If after the MoU period, one or two visits of the AAU scientist are desired by JAU, Junagadh, it may be permitted. The TA/DA and local hospitality will be borne by JAU, Junagadh for such visits.

4.0 Secrecy

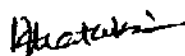
It is hereby agreed that no data / information or skills which the staff of JAU, Junagadh learn from Centre for Advance Research in Plant Tissue Culture, AAU Anand can be transferred to any third party.

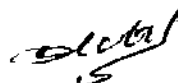
5.0 Fees

The entire Date Palm Tissue Culture Technology Licensing to JAU, Junagadh will be free of cost as this technology was developed at Anand campus of erstwhile Gujarat Agricultural University (GAU), of which JAU, Junagadh was a constituent part. Any additional expenses like visits (TA & DA) by scientists of AAU, Anand towards implementation of Date Palm Tissue Culture Protocol will have to be borne by JAU, Junagadh.

6.0 Arbitration

In the event of any question, dispute or difference whatsoever arising between the parties to this agreement out of or relating to the construction, interpretation or any other matter relating or arising there from operation or effect of this Agreement or the validity of the breach thereof shall be referred to an Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of two month from the notification by



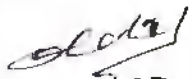


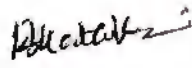
the party to the other of existence of such dispute, then the Arbitrator shall be appointed by AAU, Anand.

7.0 Governing Law

This MoU shall be governed by the law of India for the time being in force and no amendment can be made in this MoU without the mutual agreement of both the parties.

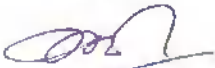
IN WITNESS WHEREOF the parties hereto have signed, sealed and delivered this MoU on Twentieth day of January 2019 as written in presence of:


**Director of Research
and Dean PG studies
Junagadh Agricultural University
Junagadh**



**Director of Research
and Dean PG studies
Anand Agricultural University,
Anand**

In witness of

1.


(V.V. Rajani)
ADR

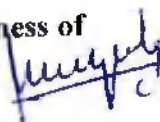
2.


(P. Mohan)
ADR




In witness of

1.


Ch. H. K. Jhala
Asso. Director of Research

2.


CMV Patel
Asso. Director of Res.

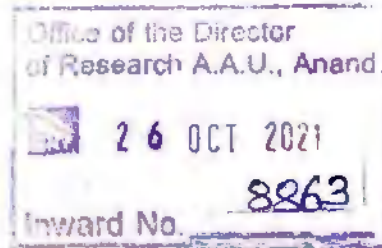




सत्यमेव जयते

INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

Certificate No. : IN-GJ29239054990787T
Certificate Issued Date : 29-Sep-2021 11:35 AM
Account Reference : IMPACC (FI)/ gjelimp10/ ANAND/ GJ-AN
Unique Doc. Reference : SUBIN-GJGJELIMP1093142881600906T
Purchased by : MUKESHBHAI PRABHUBHAI PATEL
Description of Document : Article 5(h) Agreement (not otherwise provided for)
Description : FOR MOU
Consideration Price (Rs.) : 0
(Zero)
First Party : DIRECTOR ICAR CPRI SHIMLA
Second Party : DIRECTOR OF RESEARCH AAU ANAND
Stamp Duty Paid By : DIRECTOR OF RESEARCH AAU ANAND
Stamp Duty Amount(Rs.) : 300
(Three Hundred only)



KC 0011267851

VOID VOID VOID

I-3
26/10/21
Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcisstamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App 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.

Registered

Dispatch No - 1409
Date - 22-10-2011

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered

BETWEEN

Indian Council of Agricultural Research, a Society (ICAR) registered in India under the Registration of Societies Act (Act XXI of 1860) and having represented by Director of its constituent laboratory at Central Potato Research Institute, Shimla - 171001, HP (hereinafter called ICAR (CPRI), which expression shall where the context so admits include its successors and permitted assigns) of the one part.

AND

Anand Agricultural University (AAU) established and incorporated by Gujarat Act No. 5 of 2004 (Gujarat Agricultural Universities Act, 2004) having its registered office at Anand 388110, Gujarat, India (hereinafter called "AAU, Anand" which expression shall include its successors in interest/business and permitted assigns) of the other part

PREAMBLE

- ❖ WHEREAS, ICAR at its constituent institute namely **Central Potato Research Institute (ICAR-CPRI), Shimla-171001, HP** is a premier institute in the country engaged in research on potato having well-equipped laboratories with the most modern scientific instruments/excellent physical & technical facility for doing research on potato and has built up credibility in the area of virus free seed, biotechnology including transgenics etc.
- ❖ WHEREAS, AAU, Anand has a mission to achieve excellence in research, education and extension programmes in agriculture and allied fields. It has set its goals to provide quality education to undertake excellent research and to develop effective transfer of technologies. The university is committed to forage ties with other institutes/universities in the country and abroad involved in developing quality manpower and research collaborations.
- ❖ Therefore, ICAR-CPRI and AAU have recognized complementary strengths of each organization and inspired by their common objective of developing Indian potato varieties suitable for table and processing purposes, agree as herein contained, on per terms & condition of this agreement.
Now, therefore in consideration of the premises and mutual covenants hereinafter contained, the parties hereto entered into the agreement and agreed as follows:

निदेशक / Director
माकृअनुप - केन्द्रीय आलू अनुसंधान संस्थान
ICAR - Central Potato Research Institute
शिमला / Shimla - 171001 (H.P.)



[Handwritten signature]

1. SCOPE OF THE AGREEMENT

Both parties have decided to undertake collaborative work on:

- 1.1 Evaluation of advanced potato hybrids already developed by ICAR-CPRI in Middle Gujarat agro-climatic condition.
- 1.2 Evaluation and selection of advanced clones for release as varieties in Middle Gujarat agro-climatic regions.

2. MONETARY AND OTHER LIBILITIES

- 2.1 In implementing this AGREEMENT, each party will be guided by the availability of resource, including financial resources, for any of research activities to be conducted as per mutually agreed terms. Expenses incurred under this collaborative work will be financed in accordance with the supplements of this Agreement approved by both the parties. Depending upon the nature of the work. The laboratory and the field work will be carried out in either the Party of the first Part or the Party of the Second Part.

3. RESPONSIBILITIES OF ICAR-CPRI

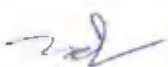
ICAR-CPRI will undertake the following activities:

- 3.1 Supply advanced hybrids (G-5 onwards) for evaluation in Middle Gujarat Agro-climatic condition.
- 3.2 Provide know-how for evaluation of potato hybrids.

4. RESPONSIBILITIES OF AAU, ANAND

AAU, Anand will undertake following responsibilities:

- 4.1 Supply the meteorological data pertaining to all six Districts of Middle Gujarat before the creation of new Districts.
- 4.2 Develop and provide a weight age score of potato varieties for export & processing traits.
- 4.3 Evaluation of advanced hybrids supplied by ICAR-CPRI. Selected hybrids will be further evaluated for identifying a promising hybrid.
- 4.4 Supply tuber material of the most promising hybrids maintained in disease-free conditions to ICAR-CPRI if required.


निदेशक / Director
भाकूअनुप - केन्द्रीय आलू अनुसंधान संस्थान
ICAR - Central Potato Research Institute
शिमला / Shimla - 171001 (H.P.)



5. OBLIGATION OF THE PARTIES

Both the parties agree that:


- 5.1 The promising hybrids developed under this programme will be jointly recommended for Middle Gujarat condition. Names of all such varieties will be mutually decided which will be prefixed with Kufri to maintain uniformity.
- 5.2 Yield evaluation data generated by AAU, Anand for Middle Gujarat condition will be submitted to AICRP (P) for compilation and recommendation in the AICRP (P) group meetings.
- 5.3 Production and supply of Breeders seed of these varieties will be done by ICAR-CPRI on demand and as per the rates fixed by the Ministry of Agriculture and Farmers Welfare, Govt. of India.

6. STAFF & REVIEW

- 6.1 ICAR-CPRI & AAU, Anand may provide the name of any members of their staff to work on the practical details of cooperation between the two organizations and to ensure proper and effective implementation of this agreement.
- 6.2 Normally the Head, Division of Crop Improvement & Seed Technology, ICAR-CPRI, Shimla will look after this work on behalf of ICAR-CPRI. Unit Officer, Agriculture & Horticulture Research Station, AAU, Khambhoiaj will look after the work on behalf of the Director of Research, AAU, Anand.
- 6.3 The memorandum of understanding shall be supplemented by annual work plans to be developed jointly by the parties, which describe more specifically the activities to be carried out each year under the cooperative programme. The work plans may originate from either party but will require approval in writing of both the parties for implementation.

7. INTELLECTUAL PROPERTY RIGHT ISSUES

- 7.1 For implementation of the programme authorities will work out a mutually agreed annual work plan in advance for each other.
- 7.2 Due recognition of contributions made by ICAR-CPRI/ AAU, Anand in collaborative work will be given wherever required in variety developed, publications including research papers, brochures, bulletins, annual reports etc.
- 7.3 The INTELLECTUAL PROPERTY RIGHTS (IPRs) generated under this WORK shall be jointly owned by ICAR-CPRI and AAU, Anand on the basis of the extent of contributions by the scientists of each party and expenses for obtaining and maintaining the IPR, shall be borne equally by both the parties.


निदेशक / Director
भाकृअनुप - केन्द्रीय आलु अनुसंधान संस्थान
ICAR - Central Potato Research Institute
शिमला / Shimla - 171001 (H.P.)





7.4 Breeder's right if any will be enjoyed by both the parties in accordance with ICAR guidelines.

8. FORCE MAJEURE

8.1 Neither party shall be held responsible for non-fulfillment of their respective obligations under the 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, Lockouts, Epidemics, Riots, Civil Commotion etc. provided on the occurrence and cessation of 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.

9. EFFECTIVE DATE, DURATION & TERMINATION OF AGREEMENT

9.1 This agreement shall be effective from the date of signing and shall remain in force for the period of **5 years (Five)** from the said date.

9.2 The agreement shall terminate on the expiry of the period as in clause 9.1 unless extended by both parties.

9.3 The parties of this agreement may, by mutual constant add, modify, amend, or delete any word phrases, sentences or articles of this agreement.


9.4 This agreement shall be effective until either party serves notice on the other of its intention to terminate, it, in which event, the agreement shall stand terminated at the end of three calendar months from the date of issue of such notice.

10. CONFIDENTIALITY

10.1 During the tenure of the agreement and five years thereafter, both ICAR-CPRI and AAU, Anand undertake on their behalf and on behalf of their employees/representative/associate to maintain strict confidentiality and prevent disclosure thereof, all the experiments, information and data exchanged/generated pertaining to the work under this agreement for any purposes other than in accordance with this agreement. Both the parties, however, retain the right to use the R&D results generated during the WORK for its own R&D programmes without any obligations to the other party.

11. ARBITRATION

11.1 Except as hereinbefore provided, in the event of any dispute or differences relating to the interpretation and application of the provisions of the agreement, such dispute or difference shall be referred to an arbitrator appointed by


निदेशक / Director
भाकृअनुप - केन्द्रीय आलू अनुसंधान संस्थान
ICAR - Central Potato Research Institute
शिमला / Shimla - 171001 (H.P.)





Director General, ICAR, New Delhi. The venue of arbitration shall be at New Delhi and the arbitration proceedings shall take place under the provision of Indian Arbitration Act, 1998. The finding of the so appointed arbitrator shall be final and binding on both the parties.

12. SEAL OF PARTIES

12.1 THIS AGREEMENT has been executed in two original ones; one of these has been retained by ICAR-CPRI and the other by AAU, Anand.

In witness whereof the parties hereto have signed this agreement on the 29th day of September, 2021 w.e.f 7th day of May, 2020 mentioned herein before.

For and on behalf of AAU, Anand
Signature

Name: Dr. M.K. Jhala
Designation: Director of Research

Seal



For and on behalf of ICAR-CPRI
Signature

Name: Dr. N.K. Pandey
Designation: Director

Seal

निदेशक / Director
भाकृअनुप - केन्द्रीय आलू अनुसंधान संस्थान
ICAR - Central Potato Research Institute
शिमला / Shimla - 171001 (H.P.)

Witnesses (Name and address)

1. Signature

Name: Dr. B. N. Satodiya
Designation: Unit Officer
Agri. & Horticulture Research Station,
AAU, Khambholaj

2. Signature

Name: Dr. M. P. Patel
Designation: Asstt. Research Scientist
Agri. & Horticulture Research Station,
AAU, Khambholaj

Witnesses (Name & address)

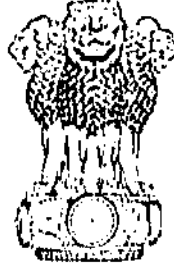
1. Signature

Name: Dr. Vinay Bhardwaj
Designation: Principle Scientist

2. Signature

Name: Dr. Salej Sood
Designation: Scientist (SS)

INDIA NON JUDICIAL
Government of Gujarat

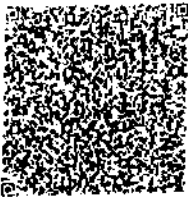


सत्यमेव जयते

Rs.
100

Certificate of Stamp Duty

Certificate No. : IN-GJ22605104193312S
Certificate Issued Date : 10-Aug-2020 05:47 PM
Account Reference : IMPACC (AC)/ gj13039811/ ANAND/ GJ-AN
Unique Doc. Reference : SUBIN-GJGJ1303981183673208965937S
Purchased by : DINBANDHU SHANKARBHAI SOLANKI
Description of Document : Article 5(h) Agreement (not otherwise provided for)
Description : AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : DIRECTOR OF RESEARCH AAU ANAND
Second Party : Not Applicable
Stamp Duty Paid By : DIRECTOR OF RESEARCH AAU ANAND
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



0006692599

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MoU) is made on this Eighteenth day of month August Two Thousand and Twenty By AND BETWEEN Anand Agricultural University established and incorporated by Gujarat Act No. 5 of 2004 (Gujarat Agricultural University Act 2004) having its registered office at Anand-388110 hereinafter referred to as "AAU, Anand" the ONE PARTY

AND

M/s Narmada Bio Chem Limited, established and incorporated under the Companies Act, 1956, having its registered office address Narmada House Opp. Mantva News, Sindhu Bhavan Road, Off. S. G. Highway, Thaltej-Bodakdev, Ahmedabad - 380 050 as the OTHER PARTY

WHEREAS M/s Narmada Bio Chem Limited being desirous of commercializing and transferring to end user, Bio NPK-Liquid biofertilizer Technology developed by Department of Microbiology, B. A. College of Agriculture, AAU, Anand from the date of signing this MoU by the Anand Agricultural University on non exclusive basis.

This Memorandum of Understanding (MoU) defines the role and responsibilities of the participating agencies, monitoring and other matters related to commercializing Bio NPK Liquid biofertilizer Technology (As published in Indian Patent Journal, No. 50/2014, 12/12/2014) to end user and transferring Technology to M/s Narmada Bio Chem Limited, Ahmedabad from AAU, Anand. The training will be provided by the Dept of Microbiology, AAU, Anand to persons nominated by M/s Narmada Bio Chem Limited Ahmedabad.

NOW THE PARTIES HERE TO AGREE AS FOLLOWS:

1.0 Role of M/s Narmada Bio Chem Limited, Ahmedabad

- 1.1 To act as an ethical business partner in commercialize and transferring to end user, Bio NPK-Liquid biofertilizer Technology from AAU, Anand to M/s Narmada Bio Chem Limited, Ahmedabad
- 1.2 The technology commercialization for subsequent transfer to end user would also involve scientific, technical and other professional advice to be provided to M/s Narmada Bio Chem Limited, Ahmedabad purely on the basis of available expert

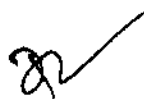
knowledge. M/s Narmada Bio Chem Limited, Ahmedabad has to ensure that the skills which its employees learn from AAU, Anand as a part of technology transfer cannot be transferred to any third party.

- 1.3 The technology commercialization for subsequent transfer to end user will involve minimal use of AAU machines/instruments. The concerned scientist(s) will help in identifying the various vendors/suppliers for various machines and instruments to be purchased by M/s Narmada Bio Chem Limited, Ahmedabad. However, there is no binding on M/s Narmada Bio Chem Limited, Ahmedabad to buy from the same vendor(s)/supplier(s) but it should conform to the specifications as laid down by the concerned scientist(s).
- 1.4 To allow AAU, Anand to check the status of technology commercialization and transfer to end user from time to time.
- 1.5 To pay the entire technology commercialization fee Rs. 15 lakhs + all applicable GOI/GOG taxes etc. to AAU, Anand on the day of signing MoU by DD/Cheque in favour of AAU **Revolving Fund Account** payable at Anand. The Cheque/DD should be of nationalized bank only. The technology transfer fee once paid will not be refunded even if M/s Narmada Bio Chem Limited, Ahmedabad decides to drop the technology commercialization assignment at any time before its completion.
- 1.6 The number of visits of concerned scientist from AAU, Anand to M/s Narmada Bio Chem Limited, Ahmedabad would be once in two months only at M/s Narmada Bio Chem Limited request. M/s Narmada Bio Chem Limited will provide transport vehicle and local hospitality. M/s Narmada Bio Chem Limited persons can visit AAU, Anand to get guidance from time to time. If M/s Narmada Bio Chem Limited, Ahmedabad desires for additional visits of AAU Scientist, then the same should be conveyed to the University at least one week in advance. Such visits will be on mutual consent.

2.0 Role of AAU Anand

2.1 To provide detailed production technology (with set up process) of Bio NPK-Liquid biofertilizer Technology for *Azotobacter*, *Azospirillum*, Phosphate/Potash Solubilizer (*Bacillus spp*) with effective consortia Mother Cultures through its Department of Microbiology.

2.1.1 To provide all consortia Mother Cultures free of cost as and when required by M/s Narmada Bio Chem Limited, Ahmedabad.



2.1.2 The efficiency characters of the cultures covered under FCO need to be specified in FCO- Fertilizer Control Order.

2.1.2.1 The Production technology for producing Bio NPK-Liquid biofertilizer should be as per FCO specifications for the said cultures.

2.1.2.2 To provide technical support for FCO specifications as per the present requirement.

3.0 Duration of MoU

3.1 This MoU will remain in force for a period of one year from the date of signing by both the parties and can be extended for another one year by mutual consent of both the parties but is not mandatory.

4.0 Secrecy

4.1 It is hereby agreed that no data/information/cultures or skills which the staff of M/s Narmada Bio Chem Limited, Ahmedabad learn from AAU, Anand shall be transferred to any third party.

5.0 Fees

5.1 The fees for the present transfer of technology under this MoU will be Rs. 15.00 lakhs + all applicable GOI/GOG taxes etc.

6.0 Arbitration

In the event of any question, dispute, difference arising what so ever between the parties to this agreement in execution of the agreement or otherwise, shall be referred to an arbitrator to be appointed by mutual consent of both the parties here in. If the parties do not agree on the appointment of arbitrator within a period of two months from the notification by the one party to the other of existence of such dispute, then the arbitrator shall be appointed by AAU, Anand.

7.0 Transfer of Technology

7.1 The technology will be commercialized for transfer to end user on non exclusive basis. Further, transferring the technology to any third party other than MoU party by M/s Narmada Bio Chem Limited, Ahmedabad is not allowed. Any act of such



subsequent transfer of Bio NPK-Liquid Bio fertilizer technology by M/s Narmada Bio Chem Limited, Ahmedabad will account to breach of trust.

7.2 Methodology to be shared with operation and maintenance (O&M) operator and training their technocrats. O&M operator and M/s Narmada Bio Chem Limited, Ahmedabad will have to assure for confidentiality of methods of production and cultures by undertaking on legal stamp for safety of both the organizations.

8.0 AAU Brand Name

M/s Narmada Bio Chem Limited, Ahmedabad has to mention a line of credit "A technology by AAU, Anand" forever on the packing of the product manufactured with the technology commercialized under this agreement and to be sold in the market.

9.0 Training

Three technicians / technocrats who will be involved in the production process at M/s Narmada Bio Chem Limited, Ahmedabad will be trained at AAU Biofertilizer Laboratory at Department of Microbiology, BACA, Anand for maximum of 20 days including Sundays and holidays during University official working hours. Food and accommodation would be provided on nominal charges.

10.0 Certifications

Acquiring environment and safety as well as other certifications, as per FCO like production, storage and selling licenses for Bio-NPK fertilizers will be the responsibility of the M/s Narmada Bio Chem Limited, Ahmedabad.

11.0 Quality

The other party has to maintain the quality of the product manufactured as per the FCO norms 1985 and amended till date. If the product does not adhere to the specified quality, it cannot be marketed.

12.0 Governing Law

This agreement shall be governed by the law of India in force and no amendment can be made in this MoU without the mutual agreement of both the parties. IN WITNESS the



parties here to have signed, sealed and delivered this agreement on this Eighteenth day of month August, Two Thousand and Twenty.

Signature:

Director
M/s Narmada Bio Chem Limited,
Ahmedabad

Director of Research & Dean PG Studies
Anand Agricultural University
Anand

Witnesses

1.

(Himalay Patel)

2.

(Mahesh Arora)

Witnesses

1.

(V. P. Rawani)

2.

(C. H. N. Shelat)



Memorandum of Understanding (MoU)

between

Anand Agricultural University (AAU)

Anand, Gujarat

and

Gujarat Energy Development Agency (GEDA)

Government of Gujarat

4th floor, Block No. 11 & 12, Udyog Bhavan, Sector -11, Gandhinagar

on

**Developing biogas product from cow dung agriculture and biological waste as an
aiternative source of energy and to adopt a new international technology for the
purpose.**

(Authorized Signatory)

Anand Agricultural University (AAU)

Anand

(Authorized Signatory)

Gujarat Energy Development Agency

(GEDA), Gandhinagar

Date: 17th September 2020



सत्यमेव जयते

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Government of Gujarat
Certificate of Stamp Duty

Certificate No.	IN-GJ72340757460524T
Certificate Issued Date	14-Dec-2021 12:33 PM
Account Reference	IMPACC (AC)/ gj13258811/ BARODA/ GJ-BA
Unique Doc. Reference	SUBIN-GJGJ1325881178536825824208T
Purchased by	SHARIF KHAN
Description of Document	Article 5(h) Agreement (not otherwise provided for)
Description	MEMORANDUM OF UNDERSTANDING
Consideration Price (Rs.)	0 (Zero)
First Party	GIPCL
Second Party	A A U
Stamp Duty Paid By	GIPCL
Stamp Duty Amount(Rs.)	300 (Three Hundred only)



KC 0022103449

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App 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.

Memorandum of Understanding

Memorandum of Understanding between Gujarat Industries Power Company Limited (GIPCL) and Anand Agricultural University (AAU) for providing expert services regarding agriculture crops/fodder in setting up of 1 MW Grid Connected Distributed Solar PV Pilot Project at Village: Amrol Dist: Anand – Gujarat

Gujarat Industries Power Company Limited, (CIN – L99999GJ1985PLC007868) a company incorporated under the Company's Act 1956 having its registered office at P.O. Petrochemicals, Dist.Vadodara-391 346 (hereinafter referred to as "GIPCL", which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of **the First Party**.

and

Anand Agricultural University, established under Gujarat Agricultural Universities Act,2004 (Gujarat Act No.5 of 2004), having its registered office at AAU Campus, Anand, Gujarat (hereinafter referred to as "AAU" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns), of **the Second Party**.

AAU and GIPCL are hereinafter referred to individually as the "The Party" and collectively as "The Parties"

WHEREAS the GR No.SLR-11-2015-15-B dated 24th June, 2015 Government of Gujarat (GoG) has sanctioned one (01) project in Central Gujarat i.e. 01 MW Distributed Solar Power Plant to Gujarat Energy Development Agency (GEDA) & Gujarat Industries Power Company Limited (GIPCL) and directed to finalize collaboration with Agricultural University for providing expert services regarding agriculture crops in Distributed Solar PV Pilot project.

AND WHEREAS 1 MW Solar Pilot Project (hereinafter referred to as "The Project") would be set up on the land available with implementing Agency (i.e. GIPCL) in GEDA Premises at Village Amrol, Taluka: Anklav, Dist: Anand.

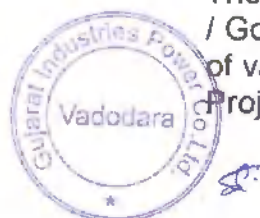
1. Brief Details about the Project:

1 MW Distributed Solar PV Pilot Project is being set up on surplus land available at GEDA's "Mahatma Gandhi Institute for integrated Rural Energy" located at Village: Amrol, Taluka: Anklav, Dist: Anand. The site is located at 18 km from GIPCL, Vadodara Plant in Vadodara and around 30 km from Anand Agricultural University Campus.

- Technology: Solar PV Multi-crystalline Solar cells.
- Total Area of Project: 2.3 Hectares.
- Total clear area for cultivation / agriculture experiments: Approx. 1.5 Hectares.
- No. of Solar Arrays: 180, No. of Rows: 18
- Distance between two arrays: 10 meters.

2. Objective:

The main objective of setting up 1 MW Distributed Solar PV Pilot Project on Agriculture / Govt. Waste / Gaucher land is to experiment, research and demonstrate production of various crops / fodder / other agro products in available area of 1 MW Solar Power Project including area under Solar PV Panels. The Study will focus on the effect of



shadow of panels on growth / yield of crops under panel compared to control area, reuse of water used for cleaning of panels for irrigation etc.

3. Roles and Responsibilities:

For this Pilot Project, following roles & responsibilities are defined for GIPCL (implementing Agency) and Anand Agricultural University (AAU).

3.1 For Implementing Agency (GIPCL)

- a. To set up 1 MW Solar PV Plant at Amrol, Tal: Anklav, Dist: Anand.
- b. Necessary finance for the project will be raised by Implementing Agency (IA) and/or would seek assistance from the Government of Gujarat.
- c. Grid Connectivity of 11 KV voltage would be obtained from Madhya Gujarat Vij Company Limited (MGVCL) by IA by entering into Power Purchase Agreement (PPA) with MGVCL for sale of power as per the GoG GR mentioned herein above.
- d. Operation and Maintenance of plant for the prescribed life time of the Twenty-five (25) Years.
- e. To set up complete infrastructure for micro/drip irrigation for agriculture within Solar Project.
- f. To arrange for soil / water testing report.
- g. To arrange all the required machinery, equipments, tools etc required for agriculture.
- h. To arrange seeds, fertilizers, pesticides and other consumables necessary for farming.
- i. To arrange local farmers/ laborers for carrying out farming operations.

3.2 For Anand Agricultural University (AAU):

- a. Advice for preparation of land for agriculture / treatment etc.
- b. Providing guidance for Specification / Design of irrigation network / pumping capacity / other relevant infrastructure for irrigation.
- c. Advice on procurement of machinery, equipment, tools, weed blankets necessary for farming.
- d. To provide expert advice on selection of various crops for various seasons of Rabi / Kharif etc.
- e. Advice on selection, purchase and application of seeds, fertilizers, pesticides for different crops under experiments.

Periodic visit to Solar Plant Site and monitor progress and corrective action wherever required.



- g. Expert advice on application schedule of fertilizers, pesticides, watering, etc.
- h. Supervision of Agricultural research activities at Solar Project.
- i. Advices on sale of agriculture produce so that model can be on self-sustainable mode on a longer run.
- j. Data Collection related to crop yield and comparison with normal farming data of similar crops in control area. AAU shall prepare comprehensive report based on data, authentication and submit to GoG/GIPCL.

4 Budgetary Provision:

Sr. No.	Budget Provision	Expenditure (Rs.) per year	Total Expenditure for the Project (Five years) in Rs.
1	Contingency Charges including T.A, Fuel Charges, Stationary Charges and other Miscellaneous Expenditures	1,00,000/-	5,00,000/-
2	One Research Feliow @ Rs.25000/- per month	3,00,000/-	15,00,000/-
3	institutional Charges @ 10% of above (1+2)	40,000/-	2,00,000/-
	Total	4,40,000/-	22,00,000/-

Terms and Conditions:

1. Nodal officer of the project will be free to use the money for the project for purchase of recurring and non-recurring items for strengthening the research activities as per the need during the project and even after completion of the project, without requirement of consent of GIPCL.
2. Agricultural Research Activities related to project will be supervised by above mentioned Research Feliow during the project at project site.
3. Payment of the Budgetary Provision as mentioned at Sr. No. 4, for the project will be made in favour of the Comptroller, Anand Agricultural University, Anand by A/c.Payee, at Par payable Cheque / Demand Draft, and sent to the Director of Research, Anand Agricultural University (AAU), Anand.

5 Effective Date & Validity:

- a) This MoU shall come into force on the date of signing by the Parties, for all purposes and intents and shall remain in force for a period of at least five (05) years. (FY: 2021-22, 2022-23,2023-24,2024-25 and 2025-26)
- b) After the expiry of validity period, the MoU may be further extended for a period as mutually agreed by the parties with the provision to review intermittently or at regular interval.



[Handwritten signature]

6. Confidentiality:

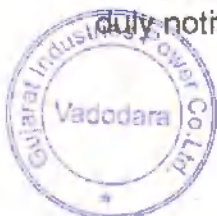
- 6.1 The parties, to the extent of their respective rights to do so, shall exchange such technical information and data as is reasonably required of each party to perform its responsibilities under this MoU. Each party agrees to keep in confidence and to use the same degree of care as it uses with respect to its own proprietary data to prevent the disclosure to third parties of all technical information, data and confidential business information (hereinafter called "Data").
- 6.2 Data exchanged by the Parties under this MoU shall not be used for any other purpose, except the purpose set out under this MoU.
- 6.3 Exchange, use and maintaining confidentiality of data shall be mutually discussed and agreed to by the Parties.
- 6.4 The preceding provisions of confidentiality and restriction on use of data shall not apply to:
- a) Information in the public domain or information which subsequently enters into public domain without committing breach of this Article.
 - b) Information in possession of the party at the time of disclosure and which was not acquired, directly or indirectly from the other party.
 - c) Information which a party is required to disclose under law, rules or regulations to any judicial or other authorities.
 - d) Consultants / Advisors (from Government or Non-government agencies from India and abroad), provided they in turn sign a similar undertaking of confidentiality.

7. Settlement of Disputes and Arbitration:

- 7.1 Any matter which is not stipulated herein as well as any disagreement between the parties shall be amicably resolved by the Parties based on mutual discussions within the spirit of this MoU. If, designated officials from both parties resolve the issue then it would be approved from the competent authority.
- 7.2 If, not resolved, then a Committee of Vice Chancellor, AAU and Managing Director, GIPCL would take final decision on the issue which would be binding to both parties.
- 7.3 Except as expressly set out in Clause 6.0 (Confidentiality) which shall survive the termination of this MoU as set out therein, the rights and obligations of the parties under this MoU shall not be legally binding after the termination of this MoU.

8. Notices:

Any notice to be given under this MoU shall be in writing and shall be deemed to have been duly and properly served upon the Parties hereto if delivered by Post or Hand Delivery against acknowledgement or by any electronic means or facsimile, addressed to the Parties herein at the following addresses or such changed addresses as will be duly notified by the Parties from time to time.



A handwritten signature in blue ink, appearing to be "Anupam", written over a horizontal line.

ADDRESS:

To AAU Director of Research & Dean P.G. Studies
Anand Agricultural University,
University Bhavan,
Anand- 388 110 Gujarat
Tele-Fax: 02692-263600
Email ID: dr@aau.in

To GIPCL Chief General Manager (RE & BO)
Gujarat Industries Power Company Limited
P.O. Petrochemicals,
Dist.: Vadodara 391 346.
Telephone No: 0265- 2230185
Fax No.: 0265-2230029
Email ID: snpurohit@gipcl.com

9. Termination of MoU:

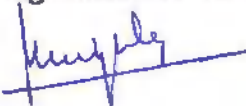
This MoU shall stand terminated....

- (i) If project is not commissioned within the stipulated time limit, which is mutually agreed by both the parties then, by consent of both the parties, the MoU shall be terminated.
- (ii) Once the project is commissioned, the MoU shall not be terminated for at least minimum five (05) years unless otherwise there is a force majeure.
- (iii) In case of a force majeure, either party shall give a written notice of not less than One (01) month expressing inability to continue with the project.

IN WITNESS THE WHERE OF THE PARTIES HERE TO HAVE SIGNED THIS MOU ON


5TH DAY OF JANUARY, 2022 AT ANAND V. e. f. 30th day of October, 2020 mentioned here in before

For and on behalf of
Anand Agricultural University


(M. K. JHALA)
Authorized Signatory

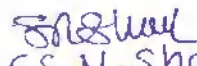



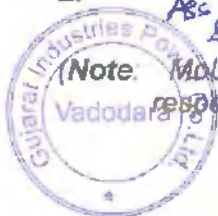
For and on behalf of
Gujarat Industries Power Co. Ltd.


(S.N.Purohit) - CGM (RE&BO)
Authorized Signatory



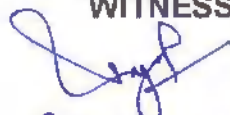

WITNESS:

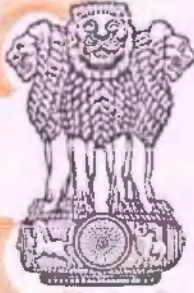
1. 
(S.M. Shah)
ADR-ATI
2. 
(A.A. Patel)
Asst. Res. Secy
DOR, AAU, Anand



(Note: MoU shall be executed after taking approval from concerned competent authorities of respective parties)

WITNESS:

1. 
P.S. Goyal, GM-RE(otM)
2. 
K.B. Ghataliya
Sr. Mgr (RF Prod.)



सत्यमेव जयते

INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

Certificate No. : IN-GJ48053838636857T
Certificate Issued Date : 11-May-2021 11:25 AM
Account Reference : SHCIL (FI)/ gjshcil01/ BHARUCH1/ GJ-BH
Unique Doc. Reference : SUBIN-GJGJSHCIL0131960931211079T
Purchased by : H K THAKER
Description of Document : Article 5(h) Agreement (not otherwise provided for)
Description : FOR MOU
Consideration Price (Rs.) : 0
(Zero)
First Party : ANAND AGRICULTURE UNIVERSITY
Second Party : GNFC LIMITED
Stamp Duty Paid By : GNFC LIMITED
Stamp Duty Amount(Rs.) : 300
(Three Hundred onty)



LB0015571830

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.stampsamp.com or using e-Stamp Mobile App of Stock Holding Corp of India Ltd. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the user of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MoU) is BY AND BETWEEN Anand Agricultural University established and Incorporated by Gujarat Act No. 5 of 2004 (Gujarat Agricultural Universities Act 2004) having its registered office at Anand - 388 110, herein after referred to as "AAU, Anand" (which expression shall where the context so admits include its successors and permitted assigns), of the **ONE PART**;

AND

Gujarat Narmada Valley Fertilizers & Chemicals Limited (GNFC), P.O. Narmadanagar, Dist. Bharuch, Gujarat herein after referred to as, "GNFC" of the **OTHER PART**;

WHEREAS GNFC being desirous of getting the license of the Date Palm Tissue Culture Technology from Centre for Advance Research in Plant Tissue Culture at the Department of Agricultural Biotechnology, AAU, Anand.

This Memorandum of Understanding (MoU) defines the role and responsibilities of the participating agencies, monitoring and other matters related to the Date Palm Tissue Culture Technology Licensing to GNFC, Narmadanagar.

NOW THE PARTIES HERE TO AGREE AS FOLLOWS:

1.0 Role of AAU, Anand

- 1.1 To act as a facilitator to the In-charge and other scientists of Centre for Advance Research in Plant Tissue Culture, Department of Agricultural Biotechnology, AAU, Anand for Date Palm Tissue Culture Technology Licensing to GNFC, Narmadanagar.
- 1.2 To provide scientific, technical, or professional advice to GNFC, Narmadanagar, purely on the basis of available expert knowledge and experience with minimal use of laboratory facilities for training of scientists from GNFC, Narmadanagar.

2.0 Role of GNFC

- 2.1 To have the Date Palm Tissue Culture Technology Licensing from AAU to GNFC, Narmadanagar. The licensing does not involve any kind of survey, details study, report preparation / submission. For demonstration purpose, the elite starting material suckers will be provided by GNFC Narmadanagar.



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- 2.2 Two to three GNFC, Narmadanagar scientists will be trained on Date Palm Tissue Culture Protocol in the Plant Tissue Culture Laboratory at AAU, Anand. These scientists will have to sign a Non-Disclosure Agreement (NDA) before the commencement of training. No TA/DA will be provided to trainees by AAU, Anand but the same will be provided by GNFC, Narmadanagar.
- 2.3 To allow AAU, Anand to check the status of technology licensing assignment at any time during the MoU duration.
- 2.4 The number of visits of the concerned scientist from AAU, Anand to GNFC, Narmadanagar would be restricted to one in three months and for a maximum of two working days per visit (excluding the days of travel). The travel and local hospitality of the scientists for all visits will be arranged by GNFC, Narmadanagar. The scientists will have a right but not an obligation to schedule their visits on Saturday / Sunday or public holidays.
- 2.5 GNFC, Narmadanagar shall provide elite planting material / elite accessions of Date Palm to Centre for Advance Research in Plant Tissue Culture, AAU, Anand for their multiplication at Centre for Advance Research in Plant Tissue Culture, AAU, Anand during demonstration and training. A representative sample of not more than 10 number of plants from first batch will be tested for true to type (similarity to the mother plant). The actual charges for such testing will be borne by GNFC, Narmadanagar.

3.0 Duration of the MoU

Duration of the MoU shall be five years from the date of signing by both the parties. It may be extended for another one year by mutual consent of both the parties. If after the MoU period, one or two visits of the AAU scientist are desired by GNFC, Narmadanagar, it may be permitted. The TA/DA and local hospitality will be borne by GNFC, Narmadanagar for such visits.

4.0 Secrecy

It is hereby agreed that no data / information or skills which the staff of GNFC, Narmadanagar learn from Centre for Advance Research in Plant Tissue Culture, AAU Anand can be transferred to any third party.

5.0 Fees

The entire Date Palm Tissue Culture Technology Licensing to GNFC



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Narmadanagar will be given at no cost to GNFC as is a joint sector enterprise promoted by the Government of Gujarat and the Gujarat State Fertilizers & Chemicals Ltd. (GSFC). Also as per parliamentary committee meeting advise to extend this technology for farmers' benefit. Any additional expenses like visits (TA & DA) by scientists of AAU, Anand towards implementation of Date Palm Tissue Culture Protocol will have to be borne by GNFC, Narmadanagar.


6.0 Arbitration

In the event of any question, dispute or difference whatsoever arising between the parties to this agreement out of or relating to the construction, interpretation or any other matter relating or arising there from operation or effect of this Agreement or the validity of the breach thereof shall be referred to an Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of two month from the notification by the party to the other of existence of such dispute, then the Arbitrator shall be appointed by AAU, Anand.

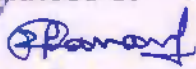
7.0 Governing law


This MoU shall be governed by the law of India for the time being in force and no amendment can be made in this MoU without the mutual agreement of both the parties.

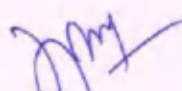
IN WITNESS WHEREOF the parties hereto have signed, sealed and delivered this MoU on 12th May, 2021 as written in presence of:


Dr. M.K. JHALA
Director of Research
and Dean PG studies
Anand Agricultural University,
Anand


In witness of

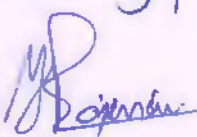

(V.P. Rawani)
ADR (Ag.) AAU, Anand

2 
(G.B. Patil)
Dept of Agri Biotech


MANISH BILLORE
Head of the Department- Marketing,
Gujarat Narmada Valley Fertilizers
& Chemicals Limited,
Harmadanagar, Bharuch

In witness of

1. 
N.J. Prajapati
CRM, GNFC Ltd.

2. 
Rajendra Som
Sr. Mgr. GNFC Ltd.



सत्यमेव जयते

INDIA NON JUDICIAL
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Certificate of Stamp Duty

Certificate No. : IN-GJ48673711660575T
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Description : MOU
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(Zero)
First Party : VICE CHANCELLOR GOAU HALOL
Second Party : VICE CHANCELLOR AAU ANAND
Stamp Duty Paid By : VICE CHANCELLOR GOAU HALOL
Stamp Duty Amount(Rs.) : 300
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KC 0006926725

Statutory Alert:

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2. The onus of checking the legitimacy is on the users of the certificate. In case of any discrepancy please inform the Competent Authority.

MEMORANDUM OF UNDERSTANDING
BETWEEN
GUJARAT ORGANIC AGRICULTURAL UNIVERSITY
AND
ANAND AGRICULTURAL UNIVERSITY

1. Gujarat Organic Agricultural University, Gujarat hereinafter referred to as "GOAU", is a premier Organic Agricultural University established by Government of Gujarat Act No. 16 of 2017. The university envisages the pressing need of organic agriculture with vision & mission primarily grafted with academic pursuits focussing on ancient knowledge & practices, modern developments and research in the field of Organic Farming and agricultural ecosystem as a whole. The university has the mandate to impart education by means of teaching and training, to carry applied and anticipatory research and to disseminate extension activities for sustainable development of organic farming. The University as the first party is committed to develop the collaboration with public as well as private organizations within the country and abroad involved in developing the capacity building programmes, research activities, extension support system and promotion of agri-business development.
2. Anand Agricultural University, Anand hereinafter referred to as "AAU" is a Premier University, which came into existence under Gujarat Agricultural Universities Act No. 5 of 2004. The University is established specially with the regional mandate for strengthening of the triple function of education, research and extension education in agriculture and allied fields. The mandate of AAU is to impart education to the students in agriculture and allied fields, to conduct research in order to improve the productivity of rural areas, to undertake basic research to breakthrough newer areas of knowledge, to provide opportunities to observe and understand the life of rural people, to enable the students to inculcate the attitudes and develop skills relevant for grass-root work.

B. R. M. V. S.
21/5

P. K. S. S.
21/5/21

This MEMORANDUM OF UNDERSTANDING (MoU) is entered into on this 21st day of May, 2021.

BETWEEN

Gujarat Organic Agricultural University (GOAU) represented by its Vice Chancellor, having its headquarter at Halol, Gujarat in India hereinafter referred to as the PARTY OF THE FIRST PART

AND

Anand Agricultural University (AAU) represented by its Vice Chancellor having its headquarter at Anand, Gujarat in India hereafter referred to as the PARTY OF THE SECOND PART

WITNESS that

WHEREAS, THE Party of the First Part is an education institution of national importance engaged in advancement of teaching, research and extension activities in the fields of organic agriculture and allied sciences.

WHEREAS, THE Party of the Second Part is an educational institution of national importance engaged in advancement of teaching, research and extension activities in various fields of agriculture and allied sciences.

WHEREAS, both, Party of the First Part and the Party of the Second Part have come to an understanding to promote teaching, research and extension education activities. Since GOAU is under establishment stage with limited infrastructural facilities and manpower, GOAU and AAU hereby enter into this Memorandum of Understanding (MoU) for collaboration in Teaching, Extension education and Research in Organic Farming with mutual interest and in accordance with terms and conditions set forth in this MoU.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS.

1. STATEMENT OF PURPOSE INCLUDING OBJECTIVES

- a. To promote students' and faculty exchange
- b. To collaborate in teaching, research and extension education activities
- c. To undertake joint staff/faculty development programmes

Rizwan
21/5

Rizwan
21/5/21

- d. Utilization of the available academic and research infrastructure including technical expertise at AAU, by GOAU on mutually agreed terms, until GOAU becomes self sufficient and fully functional or upto the tenure of this MoU.

2. TERMS AND CONDITIONS

1. This MoU is valid for a period of five years at the first instance, but can be extended with the consent of both the parties.
2. This MoU shall be deemed to have been automatically rescinded after the expiry of the MoU period, unless renewed for any further period as per mutually agreed upon terms at a later stage.
3. Either of the parties hereto shall be entitled to terminate the MoU at any time with valid reasons acceptable in writing to both the parties and in such case, the MoU will terminate six months after the date of written notification or date of expiry of the MoU, whichever is earlier. In case of such premature termination of the MoU, all rights and obligations of both parties shall automatically cease except for those covered by written contract including ongoing collaborative activity that can no longer be cancelled.
4. In case of any dispute that may crop-up during executing of MoU, the matter would be settled through arbitration by referring to Arbitration Committee comprising of a member nominated each by two parties and one member will be jointly nominated by both the parties.
5. All credits and benefits for collaborative work including the intellectual property generated during the tenancy of project would be equally shared between both the parties i.e. both parties shall be the joint owners of this IP.
6. The collaborative programme between the two parties shall be coordinated by a Coordination Committee consisting of two members from each organization nominated by the respective Vice Chaneellors.
7. The decision regarding patenting of the technology developed shall be taken jointly by the Co-ordination Committee. In case the technology developed is to be patented, the cost of patent and benefits accrued shall be shared keeping in view of both the parties and ICAR/IPR guidelines.

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21/5

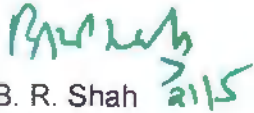
21/5/21 3

Rights pertaining to third party, if any, will be decided jointly by both the parties. Rights for commercialization shall rest jointly with both the parties and shall be decided by Co-ordination Committee. In case of involvement of private sector, decision will be taken through joint consultation and keeping in view Government/iCAR guidelines.

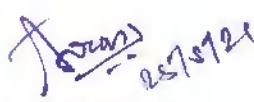
8. Financial provision for any joint/collaborative activities shall be made by both the parties as per the mutually agreed terms and conditions. Moreover, Party of the Second Part may charge to the Party of First Part for the services provided as per the Government/University rules and guidelines on mutually agreed terms and conditions.
9. Being a newly established University, GOAU shall ensure the required/mandatory permissions from state or central Government including ICAR as deemed to be necessary for any joint/collaborative activities.

IN WITNESS WHEREOF, the authorized representatives of both the parties have hereunto affixed their signatures on the dates indicated below:

For
Gujarat Organic Agricultural University


Dr. B. R. Shah
Vice Chancellor
Vice Chancellor
Gujarat Organic Agricultural University
Gujarat State


Signed in the presence of


Dr. K. D. Mevada
Director of Research & Dean,
P. G. Studies
Gujarat Organic Agricultural University,
Halol

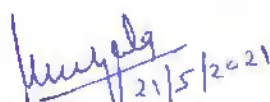
Date: 21 / 05 / 2021

Place: Anand

For
Anand Agricultural University


Dr. K. B. Kathiria
Vice Chancellor
VICE CHANCELLOR
Anand Agricultural University
ANAND

Signed in the presence of


Dr. M. K. Jhala
Director of Research & Dean,
P. G. Studies
Anand Agricultural University, Anand

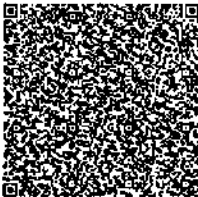




सत्यमेव जयते

INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

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Description : AGREEMENT
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(Zero)
First Party : SOLANKI DINBANDHU SHANKARBHAI
Second Party : DIRECTOR OF RESEARCH AAU ANAND
Stamp Duty Paid By : SOLANKI DINBANDHU SHANKARBHAI
Stamp Duty Amount(Rs.) : 300
(Three Hundred only)



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Statutory Alert.

1. To get authenticity of the Stamp certificate should be verified at www.shastaraj.com or using e-Stamp Mobile App of Stock Helpline.
2. Any alteration, copy or the details on this Certificate are not available on the website / Mobile App renders it invalid.
3. Burden of checking the authenticity is on the users of the certificate.
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MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MoU) is made on this Twenty Seventh day of month August, Two Thousand and Twenty One By AND BETWEEN Anand Agricultural University established and incorporated by Gujarat Act No. 5 of 2004 (Gujarat Agricultural University Act 2004) having its registered office at Anand-388110 hereinafter referred to as "AAU, Anand" the **ONE PARTY**.

AND

Indore Municipal Corporation, Indore, established in July 1950 under the Bombay Provincial Corporation act, 1949, is responsible for the civic infrastructure and administration of city of Indore, having its registered office address Jail Road, Nagar Nigam, Netaji Subash Marg, Indore, Madhya Pradesh 452007 as the **OTHER PARTY**.

WHEREAS Indore Municipal Corporation being desirous of commercializing and transferring to end user, Bio NPK-Liquid biofertilizer Technology developed by **Department of Microbiology, B. A. College of Agriculture, AAU, Anand** from the date of signing this MoU by the **Anand Agricultural University** on non exclusive basis. This Memorandum of Understanding (MoU) defines the role and responsibilities of the participating agencies, monitoring and other matters related to commercializing Bio NPK Liquid biofertilizer Technology (As published in Indian Patent Journal, No. 50/2014, 12/12/2014) to end user and transferring Technology to Indore Municipal Corporation, Indore from AAU, Anand. The training will be provided by the Dept of Microbiology, AAU, Anand to persons nominated by Indore Municipal Corporation, Indore.

NOW THE PARTIES HERE TO AGREE AS FOLLOWS:

1.0 Role of Indore Municipal Corporation, Indore

- 1.1 To act as an ethical business partner in commercializing and transferring to end user, Bio NPK-Liquid biofertilizer Technology from AAU, Anand to Indore Municipal Corporation, Indore.
- 1.2 The technology commercialization for subsequent transfer to end user would also involve scientific, technical and other professional advice to be provided to Indore Municipal Corporation, Indore, purely on the basis of available expert knowledge.




Commissioner
Municipal Corporation, Indore

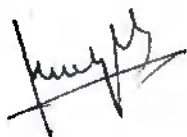
Indore Municipal Corporation, Indore has to ensure that the skills which its employees learn from AAU, Anand as a part of technology transfer cannot be transferred to any third party.

- 1.3 The technology commercialization for subsequent transfer to end user will involve minimal use of AAU machines/instruments. The concerned scientist(s) will help in identifying the various vendors/suppliers for various machines and instruments to be purchased by Indore Municipal Corporation, Indore. However, there is no binding on Indore Municipal Corporation, Indore to buy from the same vendor(s)/supplier(s) but it should confirm to the specifications as laid down by the concerned scientist(s).
- 1.4 To allow AAU, Anand to check the status of technology commercialization and transfer to end user from time to time.
- 1.5 To pay the entire technology commercialization fee Rs. 15 lakhs + all applicable GOI/GOG taxes etc. to AAU, Anand on the day of signing MoU by DD/Cheque in favour of **AAU BPD Revolving Fund Account** payable at Anand. The Cheque /DD should be of nationalized bank only. The technology transfer fee once paid will not be refunded even if Indore Municipal Corporation, Indore decides to drop the technology commercialization assignment at any time before its completion.
- 1.6 The number of visits of concerned scientist from AAU, Anand to Indore Municipal Corporation, Indore would be once in two months only at Indore Municipal Corporation request. Indore Municipal Corporation will provide transport vehicle and local hospitality. Indore Municipal Corporation persons can visit AAU, Anand to get guidance from time to time. If Indore Municipal Corporation, Indore desires for additional visits of AAU Scientist, then the same should be conveyed to the University at least one week in advance. Such visits will be on mutual consent.

2.0 Role of AAU Anand

2.1 To provide detailed production technology (with set up process) of Bio NPK-Liquid biofertilizer Technology for *Azotobacter*, *Azospirillum*, Phosphate/Potash Solubilizer (*Bacillus spp*) with effective consortia Mother Cultures through its Department of Microbiology.

2.1.1 To provide all consortia Mother Cultures free of cost as and when required by Indore Municipal Corporation, Indore.




Commissioner
Municipal Corporation, Indore

2.1.2 The efficiency characters of the cultures covered under FCO need to be specified in FCO- Fertiizer Control Order.

2.1.2.1 The Production technology for producing Bio NPK-Liquid biofertilizer should be as per FCO specifications for the said cultures.

2.1.2.2 To provide technical support for FCO specifications as per the present requirement.

3.0 Duration of MoU

3.1 This MoU will remain in force for a period of one year from the date of signing by both the parties and can be extended for another one year by mutual consent of both the parties but is not mandatory.

4.0 Secrecy

4.1 It is hereby agreed that no data/information/cultures or skills which the staff of Indore Municipal Corporation, Indore learn from AAU, Anand shall be transferred to any third party.

5.0 Fees

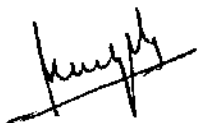
5.1 The fees for the present transfer of technology under this MoU will be Rs. 15.00 lakhs + all applicable GOI/GOG taxes etc.

6.0 Arbitration

In the event of any question, dispute, difference arising what so ever between the parties to this agreement in execution of the agreement or otherwise, shall be referred to an arbitrator to be appointed by mutual consent of both the parties here in. If the parties do not agree on the appointment of arbitrator within a period of two months from the notification by the one party to the other of existence of such dispute, then the arbitrator shall be appointed by AAU, Anand.

7.0 Transfer of Technology

7.1 The technology will be commercialized for transfer to end user on non exclusive basis. Further, transferring the technology to any third party other than MoU party by Indore Municipal Corporation, Indore is not allowed. Any act of such subsequent



Page 3 of 5



Commissioner
Municipal Corporation, Indore

transfer of Bio NPK-Liquid Bio fertilizer technology by Indore Municipal Corporation, Indore will account to breach of trust.

7.2 Methodology to be shared with operation and maintenance (O&M) operator and training their technocrats, O&M operator and Indore Municipal Corporation, Indore will have to assure for confidentiality of methods of production and cultures by undertaking on legal stamp for safety of both the organizations.

8.0 AAU Brand Name

Indore Municipal Corporation, Indore has to mention a line of credit "A technology by AAU, Anand" forever on the packing of the product manufactured with the technology commercialized under this agreement and to be sold in the market.

9.0 Training

Three technicians / technocrats who will be involved in the production process at Indore Municipal Corporation, Indore will be trained at AAU Biofertilizer Laboratory at Department of Microbiology, BACA, Anand for maximum of 20 days including Sundays and holidays during University official working hours. Food and accommodation would be provided on nominal charges.

10.0 Certifications

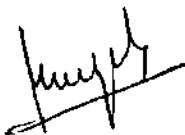
Acquiring environment and safety as well as other certifications, as per FCO like production, storage and selling licenses for Bio-NPK fertilizers will be the responsibility of the Indore Municipal Corporation, Indore.

11.0 Quality

The other party has to maintain the quality of the product manufactured as per the FCO norms 1985 and amended till date. If the product does not adhere to the specified quality, it cannot be marketed.

12.0 Governing Law

This agreement shall be governed by the law of India in force and no amendment can be made in this MoU without the mutual agreement of both the parties. IN WITNESS the

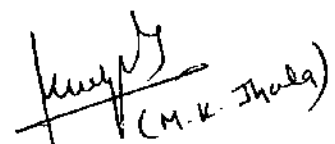



Commissioner
Municipal Corporation, Indore


parties here to have signed, sealed and delivered this agreement on this Twenty Seventh
day of month August, Two Thousand and Twenty One.


Signature:


Municipal Commissioner
Indore Municipal Corporation,
Indore

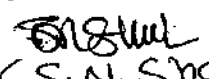

Director of Research & Dean PG Studies
Anand Agricultural University
Anand

Witnesses


1. 
Saurabh Maheshwari
A.E. (ISCOL)

2. 
Abhishek Singh
S/E (ISCOL)

Witnesses

1. 
(S.N. Shah)
Asso. Director of Research
Anand Agricultural University,
Anand-388 110.

2.


Research Scientist & Head
Dept. of Microbiology
& Biofertilizer Projects
B.A.C.A., A.A.U., ANAND



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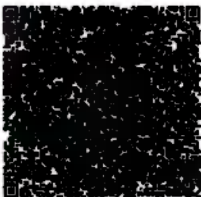


सत्यमेव जयते

INDIA NON JUDICIAL
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Certificate of Stamp Duty

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Description of Document : Article 5(h) Agreement (not otherwise provided for)
Description : MOU
Consideration Price (Rs.) : 0
(Zero)
First Party : ASSAM AGRICULTURAL UNIVERSITY JORHAT
Second Party : ANAND AGRICULTURAL UNIVERSITY ANAND
Stamp Duty Paid By : ANAND AGRICULTURAL UNIVERSITY ANAND
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[Signature]
Registrar
A. A. U., Jorhat-13



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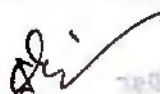
MEMORANDUM OF UNDERSTANDING

ASSAM AGRICULTURAL UNIVERSITY, JORHAT

AND

ANAND AGRICULTURAL UNIVERSITY, ANAND

1. The Assam Agricultural University, Jorhat hereinafter referred to as "AAU-Jorhat" is a premier Agricultural University established in 1969 on the pattern of Land Grant Colleges of the USA. The University has a mission to impart education, research and extension activities effectively for enhancing production, productivity and profitability of agriculture and allied systems in a sustainable manner. It has set its mandate to serve as a centre of teaching and training in the field of Agriculture and Allied Sciences and to conduct basic, strategic, applied and anticipatory research in the field of Agriculture and Allied Sciences, to disseminate technology to farmers, extension personnel and organizations engaged in agricultural development through various extension programmes. The University as the first party is committed to develop the collaboration with public as well as private organizations within the country and abroad involved in developing the capacity building programmes, research activities, extension support systems and promotion of agri-business development.
2. The Anand Agricultural University, Anand hereinafter referred to as "AAU-Anand" is a Premier University, which came into existence under Gujarat Agricultural University Act-2004. The University is established specially with the regional mandate for strengthening of the triple function of education, research and extension education in agriculture and allied fields. The mandate of AAU-Anand is to impart education to the students in agriculture


Registrar
A.A.U. - Jorhat



and allied fields, to conduct research in order to improve the productivity of rural areas, to undertake basic research to breakthrough newer areas of knowledge, to provide opportunities to observe and understand the life of rural people, to enable the students to inculcate the attitudes and develop skills relevant for grass-root work.

This MEMORANDUM OF UNDERSTANDING (MoU) is entered into on this 11th day of January, 2022.

BETWEEN

The Assam Agricultural University, (AAU-Jorhat) represented by its Vice Chancellor, having its office at Jorhat, Assam in India hereinafter referred to as the PARTY OF THE FIRST PART

AND

Anand Agricultural University (AAU-Anand) represented by its Vice Chancellor having its head quarter at Anand, Gujarat in India hereafter referred to as the PARTY OF THE SECOND PART

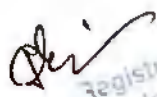
WITNESS that

WHEREAS, THE Party of the First Part is an education institution of national importance engaged in advancement of teaching, research and extension activities in various fields of agriculture and allied sciences.

WHEREAS, THE Party of the Second Part is an educational institution of national importance engaged in advancement of teaching, research and extension activities in various fields of agriculture and allied sciences.

WHEREAS, both party of the First Part and the party of the Second Part have come to an understanding to promote teaching, research, extension and e-governance.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS.


Registrar
A. A. U., Jorhat-78




1. STATEMENT OF PURPOSE INCLUDING OBJECTIVES

- a. To promote students' and faculty exchange
- b. To collaborate research and extension education
- c. To exchange software and expertise in the area of e-governance
- d. To undertake joint staff development programmes

2. TERMS AND CONDITIONS

1. The MoU was valid for a period of five years at the first instance and after expiry of the first term it is now renewed from the date of its expiry i.e., 11-01-2022 for next five years with the consent of both the parties.
2. This MoU shall be deemed to have been automatically rescinded after the expiry of the MoU period, unless renewed for any further period as per mutually agreed upon terms at a later stage.
3. Either of the parties hereto shall be entitled to terminate the MoU at any time with valid reasons acceptable in writing to both the parties and in such case, the MoU will terminate six months after the date of written notification or date of expiry of the MoU, whichever is earlier. In case of such premature termination of the MoU, all rights and obligations of both parties shall automatically cease except for those covered by written contract including ongoing collaborative activity that can no longer be cancelled.
4. In case of any dispute that may crop-up during executing of MoU, the matter would be settled through arbitration by referring to Arbitration Committee comprising of a member nominated each by two parties and one member will be jointly nominated by two parties.
5. All credits and benefits for collaborative work including the intellectual property generated during the tenancy of project would be equally shared between both parties i.e. both parties shall be the joint owners of this IP.
6. The collaborative programme between two parties shall be coordinated by a Coordination Committee consisting of one member from each organization nominated by Registrar, AAU, Jorhat and Director of Research and Dean P. G. Studies, AAU, Anand.


Registrar
A. A. U., Jorhat-78



7. The decision regarding patenting of the technology developed shall be taken jointly by the Co-ordination Committee. In case the technology developed is to be patented, the cost of patent and benefits accrued shall be shared keeping in view of both the parties and ICAR guidelines. Rights pertaining to third party, if any, will be decided jointly by the first two parties. Rights for commercialization shall rest jointly with both the parties and shall be decided by Co-ordination Committee. In case of involvement of private sector, decision will be taken through joint consultation and keeping in view guidelines of both the parties and ICAR.

IN WITNESS WHEREOF, the authorized representatives of both parties have hereunto affixed their signatures on the dates indicated below:

For the
Assam Agricultural University, Jorhat,
Assam



(Sri T. K. Gohain, ACS)
Registrar
AAU, Jorhat

For the
Anand Agricultural University, Anand,
Gujarat



(Dr. M. K. Jhala)
Director of Research & Dean PG
Studies, AAU, Anand

Signed in the presence of



Signature:
Name: *Dr. Ramen Kr. Sarma*
Designation:
Joint Registrar (A)
Assam Agricultural University
Jorhat-13

Signed in the presence of



(Dr. S. N. Shah)
Associate Director of Research (Agri.)
AAU, Anand

MEMORANDUM OF UNDERSTANDING

BETWEEN



**DHIRUBHAI AMBANI INSTITUTE OF
INFORMATION & COMMUNICATION
TECHNOLOGY, GANDHINAGAR**

AND



ANAND AGRICULTURAL UNIVERSITY

[Handwritten signature]

[Handwritten signature]



MEMORANDUM OF UNDERSTANDING



BETWEEN

**DHIRUBHAI AMBANI INSTITUTE OF INFORMATION & COMMUNICATION
TECHNOLOGY, GANDHINAGAR**

AND

ANAND AGRICULTURAL UNIVERSITY, ANAND, GUJARAT

This Memorandum of Understanding (hereinafter referred to as "MoU") is entered into the day of **2nd February, 2022** between Dhirubhai Ambani Institute of Information and Communication Technology (hereinafter referred to as 'DA-ICT') and Anand Agricultural University, Anand (hereinafter referred to as 'AAU')

Dhirubhai Ambani Institute of Information and Communication Technology is a research-driven Institute established under Gujarat Act No. 6 of 2003 and is engaged in research, teaching and training in Information and Communication Technology and allied disciplines.

Anand Agricultural University was established in 2004 at Anand with the support of the Government of Gujarat under Act No.5 of 2004. Caved out of the erstwhile Gujarat Agricultural University (GAU) the dream institution of Sardar Vallabhbhai Patel and Dr. K. M. Munshi, the AAU was set up to provide support to the farming community in three facets namely education, research and extension activities in Agriculture, Horticulture, Product Processing and Home Science.

WHEREAS DA-ICT and AAU are desirous of entering into this MoU with a view to develop academic and research co-operation in teaching, training and research for the advancement and dissemination of learning and agree as follows:

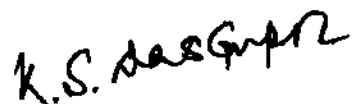
- (a) To design and conduct degree, diploma and/or certificate courses in offline and online modes for undergraduate and post graduate students in areas of mutual

interest subject to approval of apex bodies of DA-IICT and AAU and appropriate statutory authorities.

- (b) To establish collaboration between faculty of DA-IICT and AAU on designing, developing and teaching courses at both DAIICT and AAU, research projects, subjects guidance of students on their internships, research and thesis and other academic and research guidance, particularly, in the areas of application of Artificial Intelligence and Machine Learning in Agriculture and allied disciplines;
- (c) To organize joint seminars, workshops, symposia, conferences, and meetings on research issues in areas of mutual interest;
- (d) To allow exchange of faculty, research scholars in training programs either as faculty or participants;
- (e) To grant opportunity to students of DA-IICT and AAU to register for designated courses in each other following the rules and regulations as in force in respect of course registration, academic requirements, award of credits and transfer of credits.
- (f) To encourage exchange of teaching and scientific materials, and publications;
- (g) To prepare and submit joint research proposals to national and international sponsors for funding; carry out joint research and disseminate the research findings through jointly authored research publications; and
- (h) To co-operate and collaborate with other Institutions and in any other areas as agreed to by DA-IICT and AAU, from time to time.

II. Implementation of the proposed Agriculture Analytics Program

DA-IICT and AAU shall constitute joint Committees consisting of members representing DA-IICT, AAU and Indian Institute of Remote Sensing (IIRS), Dehradun, Uttarakhand to plan, design and finalize the proposed joint two year Post Graduate Program in Agriculture Analytics and facilitate in executing the tripartite agreement between DA-IICT, AAU and IIRS to offer the program. The Committees will also have the responsibility to prepare curriculum design of the program, academic regulations, budget, sharing of costs, sharing of tuition fees and other fees collected and all other matters concerning the joint program and finalize them subject to the approval by the concerned apex bodies of the respective institutions.



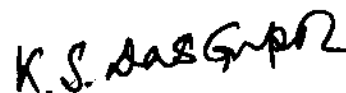
III Intellectual Property Rights

The faculty of DA-IICT and AAU shall provide due credits in teaching materials, reports and publications based on the involvement of the faculty in joint teaching and research, student's projects, thesis and dissertations. The general terms are as follows:

- (i) Each DA-IICT and AAU will ensure appropriate protection of intellectual property rights (IPR) generated from cooperation pursuant to the MoU, consistent with the laws, rules and regulations of India;
- (ii) In case preparation of teaching materials and research is carried out solely and separately by an Institution or the research results are obtained through the sole and separate effort of an Institution, the Institution concerned alone will apply for grant of IPR and will be solely owned by the concerned Institution;
- (iii). In case of research results obtained through joint activities, the grant of intellectual property rights will be sought by both the Institutions jointly and once granted these rights will jointly owned by the Institutions; and
- (iv). The Institutions shall not assign any rights and obligations arising out of the IPR generated to invention/activities carried out under the MoU to any third Party without prior written consent of the other Institution.
- (v). Both Institutions shall meet expenditure from their own resources for filing of IPR application and matters related to IPR.
- (vi) In case of research results obtained through joint activities under this MoU, both Institutions will apply as co-applicants for the protection of IPR in India. Commercialization in any other country shall be done jointly through a separate agreement and in the event of such commercialization; cost and revenue sharing will be mutually agreed upon.

IV. The MoU shall be valid for six (6) years from the date of signing. The possibility and the terms of renewal of the MoU shall be discussed by the Competent Authorities of AAU and DA-IICT. The MoU can also be terminated at any time by mutual agreement of a minimum 3 (three) months written notice by either of the Institution to the other. Activities in progress at the time of termination of MoU shall be permitted to conclude as planned, unless otherwise agreed.

V. Any difference or dispute between AAU and DA-IICT concerning the interpretation and/or implementation and application of any of the provisions of the MoU shall be

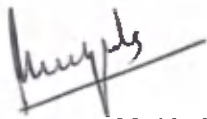


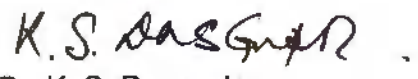
settled amicably through mutual consultation and negotiations between the AAU and DA-IICT without reference to any third party.

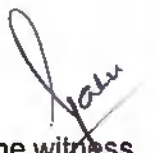
IN WITNESS WHEREOF, the PARTIES have executed this MoU and represent that they approve, accept and agree to the terms and conditions of MoU.

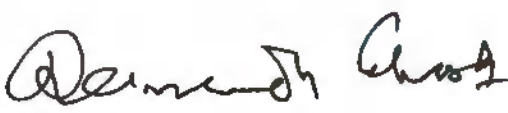
For and on behalf of Anand
Agricultural University, Anand

For and on behalf of DAIICT, Gandhinagar

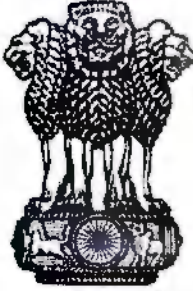

Name: Dr. M. K. Jhala
Designation: Director of Research
& Dean, PG Studies
Date: 02-02-2022
Seal:


Name: Dr. K. S. Dasgupta
Designation: Director
Date: 02/02/22
Seal:


In the witness
of
Name: Dr. Ganesh Patel
Designation: Registrar


in the witness
of
Name: RAMENDU GHOSH
Designation: DEAN





सत्यमेव जयते

INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

₹300

₹300₹300₹300₹300

Certificate No. : IN-GJ41622233846804U
Certificate Issued Date : 12-Apr-2022 03:10 PM
Account Reference : IMPACC (AC)/ gj13241911/ ANAND/ GJ-AN
Unique Doc. Reference : SUBIN-GJGJ1324191115458805089579U
Purchased by : SAGAR KIRITBHAI PARMAR
Description of Document : Article 5(h) Agreement (not otherwise provided for)
Description : MoU
Consideration Price (Rs.) : 0
(Zero)
First Party : KDCMPU Ltd
Second Party : ANAND AGRICULTURAL UNIVERSITY
Stamp Duty Paid By : KDCMPU Ltd
Stamp Duty Amount(Rs.) : 300
(Three Hundred only)

₹300



IN GJ41622233846804U

0032658438

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App 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.

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MoU) is made on this 9th day of - May month, Two Thousand and Twenty Two By AND BETWEEN Anand Agricultural University established and incorporated by Gujarat Act No.5 of 2004 (Gujarat Agricultural University Act 2004) having its registered office at Anand-388110 hereinafter referred to as "AAU, Anand" the ONE PARTY.

AND

Kaira District Co-Operative Milk Producers' Union Ltd., Anand (Amul Dairy), a co-operative society registered under Gujarat Co-operative Societies Act 1961, having its registered office address at Amul Dairy Road, Anand 388001, Ta. & District Anand, Gujarat as the OTHER PARTY.

WHEREAS Amul Dairy, Anand being desirous of commercializing and transferring to end users, Bio NPK-Liquid Biofertilizer Technology developed by Department of Agricultural Microbiology, B.A. College of Agriculture, AAU, Anand from the date of signing this MoU by the Anand Agricultural University on non exclusive basis.

This Memorandum of Understanding (MoU) defines the role and responsibilities of the participating agencies, monitoring and other matters related to commercializing Bio NPK Liquid biofertilizer Technology (As per published in Indian Patent Journal, No.50/2014, 12/12/2014) to end user and transferring Technology to Amul Dairy, Anand from AAU, Anand. The training will be provided by the Dept of Microbiology, AAU, Anand to persons nominated by Amul Dairy, Anand.

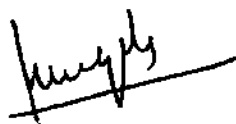
NOW THE PARTIES HERE TO AGREE AS FOLLOWS:

1.0 Role of Amul Dairy, Anand

1.1 To act as an ethical business partner in commercializing and transferring to end user, Bio NPK-Liquid biofertilizer Technology from AAU, Anand to Amul Dairy, Anand



- 1.2 The technology commercialization for subsequent transfer to end user would also involve scientific, technical and other professional advice to be provided to Amul Dairy, Anand purely on the basis of available expert knowledge. Amul Dairy, Anand has to ensure that the skills which its employees learn from AAU as a part of technology transfer cannot be transferred to any third party.
- 1.3 The technology commercialization for subsequent transfer to end user will involve minimal use of AAU machines/instruments. The concerned scientist(s) will help in identifying the various vendors/suppliers for various machines and instruments to be purchased by Amul Dairy, Anand. However, there is no binding on Amul Dairy, Anand to buy from the same vendor(s)/supplier(s) but it should confirm to the specifications as laid down by the concerned scientist(s).
- 1.4 To allow AAU, Anand to check the status of technology commercialization and transfer to end user from time to time.
- 1.5 To pay the entire technology commercialization fee Rs. 15 lakhs+ all applicable GOI/GOG taxes *etc.* to the AAU, Anand on the day of signing MoU by DD/Cheque in favour of **AAU BPD Revolving Fund Account** payable at Anand. The Cheque/DD should be of nationalized bank only. The technology transfer fee once paid will not be refunded even if Amul Dairy, Anand decides to drop the technology commercialization assignment at any time before its completion.
- 1.6 The number of visits of concerned scientist from AAU to Amul Dairy, Anand would be once in two months only at Amul Dairy, Anand request. Amul Dairy, Anand will provide transport vehicle and local hospitality. Amul Dairy, Anand persons can visit AAU to get guidance from time to time. If Amul Dairy, Anand desires for additional visits of AAU Scientist, then the same should be conveyed to the University at least one week in advance. Such visits will be on mutual consent.



2.0 Role of AAU Anand

2.1 To provide detailed production technology (with set up process) of Bio NPK-Liquid biofertilizer Technology for *Azotobacter*, *Azospirillum*, Phosphate/Potash Solubilizer (*Bacillus spp.*) with effective consortia Mother Cultures through its Department of Agricultural Microbiology.

2.1.1 To provide all consortia Mother Cultures free of cost as and when required by Amul Dairy, Anand.

2.1.2 The efficiency characters of the cultures covered under FCO need to be specified in FCO- Fertilizer Control Order.

2.1.2.1 The Production technology for producing Bio NPK-Liquid Biofertilizer should be as per FCO specifications for the said cultures.

2.1.2.2 To provide technical support for FCO specifications as per the Present requirement.

3.0 Duration of MoU

This MoU will remain in force for a period of one year from the date of signing by both the parties and can be extended for another one year by mutual consent of both the parties but is not mandatory.

4.0 Secrecy

It is hereby agreed that no data/information/cultures or skills which the staff of Amul Dairy, Anand learn from AAU, Anand shall be transferred to any third party.

5.0 Fees

The fees for the present transfer of technology under this MoU will be Rs. 15.00 lakhs+all applicable GOI/GOG taxes etc.



6.0 Arbitration

In the event of any question, dispute, difference arising what so ever between the parties to this agreement in execution of the agreement or otherwise, shall be referred to an arbitrator to be appointed by mutual consent of both the parties herein. If the parties do not agree on the appointment of arbitrator within a period of two months from the notification by the one party to the other of existence of such dispute, then the arbitrator shall be appointed by AAU, Anand.

7.0 Transfer of Technology

7.1 The technology will be commercialized for transfer to end user on non exclusive basis.

Further, transferring the technology to any third party other than MoU party by Amul Dairy, Anand is not allowed. Any act of such subsequent transfer of Bio NPK-Liquid Bio fertilizer technology by Amul Dairy, Anand, will account to breach of trust.

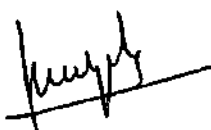
7.2 Methodology will be shared with operation and maintenance (O&M) operator and training their technocrats, O&M operator and Amul Dairy, Anand will have to assure for confidentiality of methods of production and cultures by undertaking on legal stamp for safety of both the organizations.

8.0 AAU Braud Name

Amul Dairy, Anand has to mention a line of credit "A techuology by AAU, Anand" forever on the packing of the product manufactured with the technology commercialized under this agreement and to be sold in the market.

9.0 Training

Three technicians / technocrats who will be involved in the production process at Amul Dairy, Anand will be trained at AAU Biofertilizer Laboratory at Dcpartament of Microbiology, BACA, AAU, Anand for maximum of 20 days including Sundays and holidays during University official working hours. Food and accommodation would be provided on nominal charges.



10.0 Certifications

Acquiring environment and safety as well as other certifications, as per FCO like production, storage and selling licenses for Bio-NPK fertilizers will be the responsibility of the Amul Dairy, Anand.


11.0 Quality

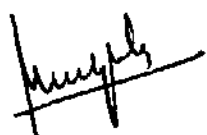
The other party has to maintain the quality of the product manufactured as per the FCO norms 1985 and amended till date. If the product does not adhere to the specified quality, it cannot be marketed.

12.0 Governing Law

This agreement shall be governed by the law of India in force and no amendment can be made in this MoU without the mutual agreement of both the Parties. IN WITNESS the parties here to have signed, sealed and delivered this agreement on this 9th day of Month May and year Two Thousand and Twenty Two.

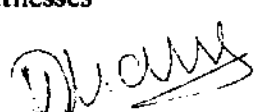
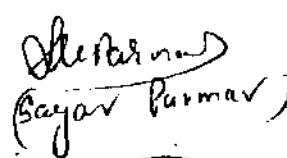
Signature:


Managing Director
Amul Dairy, Anand

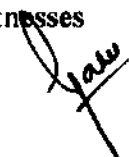
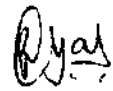

Director of Research & Dean PG
Studies

Anand Agricultural University
Anand

Witnesses

- 
Witness
- 
(Bajav Parmar)

Witnesses

- 
Dr. Gautam R. Patel
- 
(R.V. Vyas)



MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
ANAND AGRICULTURAL UNIVERSITY, ANAND (GUJARAT) INDIA
AND
THE GOVERNORS OF THE UNIVERSITY OF ALBERTA, CANADA
AS REPRESENTED BY THE FACULTY OF AGRICULTURAL, LIFE AND
ENVIRONMENTAL SCIENCES
FOR COOPERATION IN THE FIELD OF
AGRICULTURAL EDUCATION

The Anand Agricultural University ("AAU"), Anand (Gujarat) India and the Governors of University of Alberta ("UAlberta"), Canada;

Desirous of further developing and strengthening friendly relations between their countries;

Wishing to encourage technical cooperation between their institutions for the development of agricultural education;

Have reached the following understanding:

ARTICLE-I

The parties agree in accordance with their national legislations to encourage and develop technical cooperation between the two institutions in the agricultural sector.

The implementing agency on behalf of the Anand Agricultural University, Anand will be the Anand Agricultural University, Anand itself, and on behalf of the Governors of the University of Alberta the implementing faculty shall be the Faculty of Agricultural, Life and Environmental Sciences.

ARTICLE-II

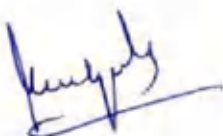
The selected priority areas of collaboration include Agricultural Education, with exchange of students of Agriculture and related sciences.

ARTICLE-III

Objectives

The cooperation between AAU and UAlberta may be implemented through:

- a. Mobility of graduate and / or undergraduate students;
- b. Participation in seminars and academic meetings;



- c. Exchange of academic materials and other information; and
- d. Special short-term academic programs.

ARTICLE-IV

Nature of the MoU and Work Plans

Except for the provision herein dealing with confidentiality, this MoU does not create any legally binding obligation on the parties. Specific terms of collaborative activities shall be agreed to by the two parties in a further legally binding agreement or agreements.

This MoU may be implemented through development of Work Plans to be developed jointly, which describe specifically the activities to be carried out under this cooperation programme and which set forth the intended contributions of each party. These Work Plans may originate from either party but would require the full approval of both the parties for implementation.

ARTICLE-V

Notices

All notices to be given pursuant to this MoU shall be sent in writing to the following individuals:

For AAU
Dr. M. K. Jhala
Director of Research & Dean PG
Studies
Anand Agricultural University
Anand-388 110 (India)
Gujarat, India

Telephone: +91-2692-263600
Mobile: +91 9998009961
Fax: +91-2692-263600
E-mail: dr@aau.in

For UAlherta
Dr. Vic Adamowicz
Vice-Dean
Faculty of Agricultural, Life &
Environmental Sciences
University of Alberta
2-06 Agriculture / Forestry Centre
Edmonton, Alberta T6G 2P5, Canada
Telephone: +1-780-248-5662
E-mail:
vic.adamowicz@ualberta.ca

ARTICLE-VI

Publication & Intellectual Property Rights

- (a) To the extent that an activity or collaboration may result in the creation of intellectual property, the Parties (in some cases including students or faculty



members) must, in advance, come to a written agreement on intellectual property ownership.

ARTICLE-VII

Confidentiality (Disclosure of Information)

AAU and UAlberta agree that except for a Court Order requiring disclosure or as required by any applicable law, neither shall disclose to any third party, without the written consent of the other, any information marked "Confidential" which is made available to one party by the other in the performance of work and/or generated by the performance of work under this MoU, except information which at the date hereof was:

- (i) in the public domain or becomes part of the public domain through no act of the receiving party, or
- (ii) known to either prior to the date hereof.

The provisions in this Article shall survive termination or completion of this Memorandum of Understanding.

ARTICLE-VIII

Amendments

The parties to this MoU may, only by mutual written consent, add, modify, amend or delete any words, phrases, sentences or Articles in this MoU.

ARTICLE-IX

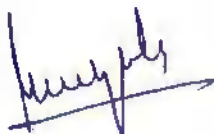
Financial Arrangements

Each party shall bear its own costs and expenses arising from this MoU unless otherwise mutually arranged and agreed to.

ARTICLE-X

Validity/Termination

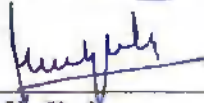
The MoU shall be effective from the date of its signing by both the Parties. It shall be valid for a period of five years or until terminated by mutual written agreement



or pursuant to this article. Either party may terminate this MoU on one (1) Month's written notice to other party.

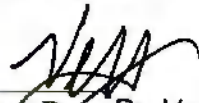
In WITNESS WHEREOF the two Parties hereunto have signed this MoU to be executed on the dates indicated below.

Signed for and on behalf of
**ANAND AGRICULTURAL
UNIVERSITY, ANAND, INDIA**
by its duly authorized officer on
the 15th day of July 2022.



Dr. M. K. Jhaia
Director of Research & Dean PG Studies
Anand Agricultural University
Anand-388 110 (India)
www.aau.in

Signed for and on behalf of
**THE GOVERNORS OF THE
UNIVERSITY OF ALBERTA**
by its duly authorized officer on
the 30 day of Nov 2022.



~~Dr. Steven Day~~ **Dr. Verna Yiu**
Provost and Vice-President
(Academic)

WITNESSES



Dr. Y. M. Shukla
Principal & Dean,
Faculty of Agriculture
Anand Agricultural University
Anand-388 110 (India)



Dr. Stanford Blade
Dean
Faculty of Agricultural, Life &
Environmental Sciences

~~Dr. G. R. Patel~~
Registrar
Anand Agricultural University
Anand-388 110 (India)





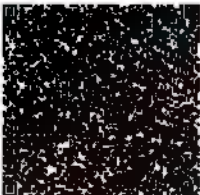
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INDIA NDN JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

Certificate No. : IN-GJ10253938619190V
Certificate Issued Date : 17-Feb-2023 11:42 AM
Account Reference : IMPACC (FI)/ gjelimp10/ ANAND/ GJ-AN
Unique Doc. Reference : SUBIN-GJGJELIMP1047921844693741V
Purchased by : VIPULKUMAR RAMJIBHAI GODAVARIYA
Description of Document : Article 5(h) Agreement (net otherwise provided for)
Description : MOU
Consideration Price (Rs.) : 0
(Zero)
First Party : SKUAST KASHMIR
Secend Party : ANAND AGRICULTURAL UNIVERSITY ANAND
Stamp Duty Paid By : ANAND AGRICULTURAL UNIVERSITY ANAND
Stamp Duty Amount(Rs.) : 300
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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.

MEMORANDUM OF UNDERSTANDING

Between

Sher-e-Kashmir

**University of Agricultural Sciences and Technology of Kashmir
Shalimar, Srinagar-190025**



and

Anand Agricultural University

Anand-SSB 10U



MEMORANDUM OF UNDERSTANDING

BETWEEN

SHER-E-KASHMIR UNIVERSITY OF AGRICULTURAL SCIENCES & TECHNOLOGY- KASHMIR

AND

ANAND AGRICULTURAL UNIVERSITY

Sher-e-Kashmir University of Agricultural Sciences & Technology - Kashmir is one of the premier Government Agricultural University in J & K UT that renders services to the farmers through Education, Research, Extension and Entrepreneurship, established in the year 1982 under State Act No. VII of 1982 (with its headquarters at Shalimar Campus Srinagar represented by its Vice-Chancellor herein referred to as first party, SKUAST-K is a multi-campus and multi-disciplinary institution with the primary mandate of imparting education in agriculture and allied branches of learning, prosecution of research in agriculture, animal husbandry and allied sectors and to undertake dissemination of technological achievements to the end users (farmers) through an efficient extension services.

The Anand Agricultural University, Anand hereinafter referred to as "AAU" represented by its Vice-Chancellor head quartered at Anand, Gujarat and herein referred to as second party is a premier University, which came into existence under Gujarat Agricultural University Act 2004. The University is established specially with the regional mandate for strengthening of the triple function of education, research and extension education in agriculture and allied fields. The mandate of AAU is to impart education to the students in agriculture and allied fields, to conduct research in order to improve the productivity of rural areas, to undertake basic research to breakthrough newer areas of knowledge, to provide opportunities to observe and understand the life of rural people, to enable the students to inculcate the attitudes and develop skills relevant for grass-root work.

The parties, having discussed fields of common research interests and allied activities between the two institutions, have decided to enter into long-term



collaboration for promotion of students' training and quality postgraduate research in cutting edge areas in accordance with the provisions contained in the Guidelines.

This Memorandum of Understanding (MoU) is entered into on this date ~~15th March, 2023~~

Between

SKUAST- Kashmir represented by its Vice Chancellor having its office at SKUAST-K, Shalimar Campus, Srinagar, Kashmir (J&K) hereinafter referred to as the party of the first part.

And

Anand Agricultural University (AAU) represented by its Vice Chancellor having its head quarter at Anand, Gujarat in India hereafter referred to as second party.

WHEREAS, The parties of the first part is also an education institution of national importance engaged in advancement of teaching research and extension activities in various fields of agriculture and allied science.

WHEREAS, The parties of the second part is also an educational institution of national importance engaged in advancement of teaching, research and extension activities in various fields of agriculture and allied sciences.

WHEREAS, both party of the first part and the party of the second part have come to an understanding to promote teaching, research, extension and e-governance.

Now, therefore, it hereby mutually agreed by and between the parties as follows:

1. Statement of purpose including objectives

- a. To promote students and faculty exchange
- b. To collaborate research and extension education
- c. To exchange software and expertise in the area of e-governance
- d. To undertake joint staff development programmes

2. Terms and conditions

- a. This MoU is valid for a period of five years in the first instance, but can be extended with the consent of both the parties

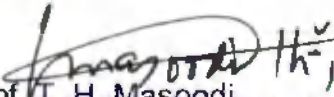


- b. This MoU shall be deemed to have been automatically rescinded after the expiry of the MoU period, unless renewed for any further period as per mutually agreed upon terms at a later stage.
3. Either of the parties hereto shall be entitled to terminate the MoU at any time with valid reasons acceptable in writing to both the parties and in such case, the MoU will terminate six months after the date of written notification of date of expiry of the MoU, all rights and obligations of both parties shall automatically cease except for those covered by written contract including ongoing collaborative activity that can no longer be cancelled.
 4. In case of any dispute that may crop-up during execution of MOU, the matter would be settled through arbitration by referring to Arbitration committee comprising of a member nominated each by two parties and one member will be jointly nominated by two parties.
 5. All credits and benefits for collaborative work including the intellectual property generated during the tenancy of project would be equally shared by and between both parties i.e. both parties shall be the joint owners of this IP.
 6. The collaborative programme between two parties shall be coordinated by a Coordination Committee consisting of one member from each organization nominated by Director Research, SKUAST-K AND Director Research and Dean, PG Studies, AAU, Anand.
 7. The decision regarding patenting of the technology developed shall be taken jointly by the Co-ordination Committee. In case the technology developed is to be patented, the cost of patent and benefits accrued shall be shared by both the parties. Rights pertaining to third party, if any, will be decided jointly by the first two parties. Rights for commercialization shall rest jointly with both the parties and shall be decided by Co-ordination Committee. In case of involvement of private sector, decision will be taken through joint consultation and keeping in view guidelines of both the parties and ICAR.

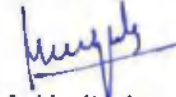


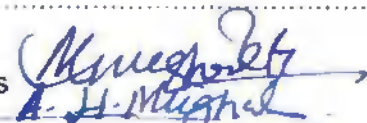
In witness whereof, the authorized representatives of both parties have hereunto affixed their signatures on the dates indicated below:


For the
SKUAST-Kashmir


Prof. T. H. Masoodi
Director of Research
Signed in the presence of

For the
Anand Agricultural University


Dr. M. K. Jhala
Director of Research & Dean PG Studies
Signed in the presence of

.....
Witness 
Associate Director Research (Agr)
SKUAST- K, Shallmar

.....
Witness 
(S. N. Shah)
Asso. Director of Research
Anand Agricultural University,
Anand-388 110,

MEMORANDUM OF UNDERSTANDING

BETWEEN



Gujarat Institute of Disaster Management
Gandhinagar

AND



Anand Agricultural University, Anand

FOR

Collaboration in Research and Capacity building in Disaster Risk
Management

This Memorandum of Understanding (hereinafter referred to as 'MoU') is entered into on day of 15th March in the year 2023.

Between

Gujarat Institute of Disaster Management (hereinafter referred to as GIDM) located at Koba, Gandhinagar Highway, Raisan Village, Gandhinagar 382007 Gujarat, India.

And

Anand Agricultural University (AAU) was established in 2004 at Anand with the support of the Government of Gujarat, to provide support to the farming community in three facets namely education, research and extension activities in Agriculture, Horticulture Engineering, product Processing and Home Science.

Which expression shall where the context so admit includes its successors and permitted assigns) of the other part.

1. Preamble

AAU is involved in Education, Extension Education, Research development and operationalization of applications of agriculture technology for national development. AAU's activities have expanded to span newer commodity sectors such as soil health card, bio-diesel, medicinal plants apart from the mandatory ones like rice, maize, tobacco, vegetable crops, fruit crops, forage crops etc. the core of AAU's operating philosophy however, continues to create the partnership between the rural people and committed academic as the basic for sustainable rural development.

In pursuing its various programs, AAU's overall mission is to promote sustainable growth and economic independence in rural society. AAU aims to do this through education, research and extension education.

GIDM is registered as an autonomous society under the Government of Gujarat, India. The Institute has been entrusted with the responsibility of human resource development, capacity building, training, research and documentation in the field of Disaster Management. As per the GIDM's



objectives and mandates, it focuses' on enriching the capacities - in specific areas of prevention, mitigation, preparedness, relief, recovery, rehabilitation, reconstruction, and sustainable development - of the officials and other functionaries of the state and district administration for response to emergencies and the longer run, it will take up similar capacity building for other stakeholders in the country.

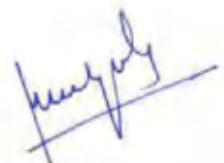
2. Objectives of the MoU

Given the background of the two parties and the potential areas of partnership, this Memorandum represents a Framework of Cooperation between GIDM and AAU specifically on Joint Training Services, Strengthen Training Capacity, Joint Research Activity, Documentation and Case Study, Consultancy Advisory Services on relevant matters and development and sharing of meteorological, climatological, spatial and geospatial technology in Disaster Risk Management, technical expertise through mutually identified means and modalities. GIDM and AAU will collaborate to identify ways to implement the objectives of this memorandum of understanding by working together wherever applicable in their respective ongoing programs and projects.

3. Scope of Collaboration

Given shared primary mandates of the two parties on enhancing the co-operation between the two institutions and developing Academic and Professional Exchanges, Scientific Research, Consultancy Advisory Services on relevant matters and other activities, the MoU would collaborate under the followings:

- 1. Joint Development and Delivering of Prioritized Training Programmes on use of Geospatial Science and Technology in Disaster Risk Management**
 - i. Jointly conduct prioritized training on specific themes and sub-themes on spatial and geospatial technology in Disaster Risk Management as identified and agreed upon by GIDM and AAU.
 - ii. Work towards the development of training curriculums, review and updating of the curriculums for effective training delivering to intended specific audiences
 - iii. To develop training package including participant's workbook, supplementary reading materials, case studies and exercises and facilitator guidebooks as resource pools for the training which could also be used for future similar training.
 - iv. Enhancing outreach and upgrade training provision through IT- based solutions jointly by undertaking Massive Open Online Courses (MOOCs), EDUSAT network that may



be conducted in collaboration with specialized institutions at the national and international level, if necessary. Both institutions may share expertise, technical solutions, Instructional Design, User interface and User Experience for the development of online training.

2. *Strengthen the use of Agriculture, Climatological, Meteorological Science & Technology in Disaster Risk Management training capacities.*

- i. Jointly conduct Training Need Assessment and come up with strategic planning for training services development that well addresses specific and diverse demand of potential intended target groups and current gaps in capacity building on the use of Science and Technology in Disaster Risk Management.
- ii. To co-operate, assist and share technical expertise to develop training capacity on various themes of use of Science and Technology in Disaster Risk Management including transfer of necessary knowledge and training skills for effective Disaster Risk Management training, joint capacity building activities for GIDM and AAU training resources persons and facilitators.
- iii. GIDM and AAU to identify potential areas to enrich and expand joint-training services to keep up with market demands and the emerging global trends on Agriculture, Climatological, Meteorological Science & Technology in Disaster Risk Management.

3. *Support and promote the rise of Agriculture, Climatological, Meteorological Science & Technology in Disaster Risk Management Knowledge,*

Experience Sharing and Joint Projects

- i. Jointly explore the opportunity for staff empowerment through staff exchange for a short duration, an in-house workshop for knowledge sharing and transfer, and other learning activities under mutually agreed terms and conditions.
- ii. Explore the opportunity to develop joint initiatives to promote Agriculture, Climatological, Meteorological Science & Technology in Disaster Risk Management knowledge building including joint research, seminar and academic meetings, study documentation, and case study on Agriculture, Climatological, Meteorological Science & Technology in Disaster Risk Management themes and sub-themes.
- iii. Support and promote existing Agriculture, Climatological, Meteorological Science & Technology in Disaster Risk Management networks, forums, working groups, and other



formal and informal forums and other alternative channels for spatial & Geospatial technology in Disaster Risk Management knowledge sharing at state, national and international levels.

- iv. Consultancy Advisory service on relevant matters as and when required

4. Confidentiality

- (a) All information and documents to be exchanged pursuant to the Memorandum of Understanding will be kept confidential by the parties and will be used subject to such terms as each party may specify. The parties will not use the information for purposes other than that specified without the prior written consent of the other party.
- (b) All confidential information shall remain the exclusive property of the disclosing party. The parties agree that this agreement and the disclosure of the confidential information do not grant or imply and license, interest or right to the Recipient in respect to any intellectual property right of the other party.
- (c) Unpublished information, whether oral, in writing or otherwise, discovered or conceived by the scientists or technicians and exchanged under the provisions of this MoU will not be transmitted to a third party, unless otherwise agreed by the parties in writing.

5. Intellectual Property and Publications

5.1 General Clauses:

- (a) Each party will ensure appropriate protection of Intellectual Property Rights (IPR) generated from cooperation pursuant to MoU, consistent with laws, rules and regulations of India.
- (b) In case research is carried out solely and separately by the party or the research results are obtained through the sole and separate effort of the Party, the party concerned alone will apply for grant of IPR and once granted, the IPR will be solely owned by the party concerned.
- (c) In case of research results obtained through joint activities, the grant of IPR will be sought by both the parties jointly and once granted these rights will be jointly owned by the parties. The parties shall not assign any rights and obligations arising out of the IPR generated to inventions/activities carried out under the MoU to any third Party without consent of the other party in writing.

5.2 Publication:

Any publication, document and/or paper arising out of joint work conducted by the participants pursuant to this MoU will be jointly owned. The use of the name, logo and/or official emblem of



the participants on any publication document and/or paper will require prior permission of the both the participants. It may however be ensured that the official emblem and logo is not misused.

6. Terms and Termination

- (a) This MoU will remain valid for **five years** from the date of signing by both parties.
- (b) This MoU may be amended, renewed, or terminated by mutual agreement. The termination shall be by a prior notice of less not than three months by either the party.
- (c) In case of termination, mutual concern/agreement has to be arrived for the protecting and respecting the obligations of either of the parties under confidentiality and ongoing joint research programme/projects.

7. Dispute Settlement Mechanism

All disputes arising between the parties in any way connected with this agreement or regarding the interpretation of the context thereof shall be resolved amicably on mutual consultations and negotiations between the parties. If the matter remains unresolved, the same will be referred to Vice chancellor, AAU, Anand and Director General, GIDM whose decision will be final.

Notwithstanding, anything mentioned in the above para, the party to this MOU with written mutual consent may take recourse of any alternative dispute settlement mechanism.

8. Amendment

This Memorandum of Understanding is hereby concluded in terms of understanding of parties about the law of contract and intended to regulate thereby. However, party with the written mutual consent of the other party to facilitate settlement of dispute or implementation of the provision of this agreement may amend any provision of this agreement.

9. Force Majeure

Force Majeure is an event for which both parties cannot hold accountable. For events that constitute force majeure, they must be unforeseeable, external to both parties, and unavoidable. Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations, if the non-performance results from such Force Majeure circumstances as Flood, Fire, Pandemic, Earthquake and other hazardous events/unforeseen events, as well as War, Military operations, blockade, Acts or Actions of state Authorities or any other circumstances beyond the control of the



parties that might arise after the conclusion of the MoU. In the event of any dispute arising out of Force Majeure wherein any of the parties under this agreement is unable to meet the specific requirement due to the reasons beyond the control of the organization, the same may be resolved on mutually agreeable terms and conditions including waiver if applicable with regard to time, space, quantity or quality of the deliverables.

10. Functionaries

Dr. Sandeep Pandey (Associate Professor cum Sr. Prog. Manager), GIDM

Dr. Manoj Lunagariya, Associate Professor & Head, Dept. of Agril. Meteorology, BACA, AAU

11. Signature and Seal

This MoU is executed in duplicate with each copy constituting an official version and having equal validity. By signing below, the parties, acting in their duly authorized capacities, agree to execute the terms of this MoU, effective from the date of signing.

In WITNESS WHEREOF the undersigned duly authorized thereto, have signed this MoU.

On behalf of

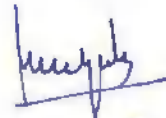
Gujarat Institute of Disaster Management

Anand Agriculture University (AAU), Anand

By:



By:



Name: Nisarg Dave

Name:

Dr. M.K. Jhala

Designation: Director (DM)

Designation:

Director of Research &

Deputy Director

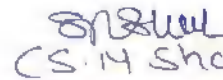
Anand Agriculture University

Witness:

Witness:

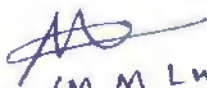
1. Dr. Sandeep Pandey
Asso. Prof. cum Sr. PM

1.


(S.M. Shah)
Asso. Director of Research
Anand Agricultural University,
Anand-388 110.

2. Ankit Kumar B. Reddy
TSPM - GIDM

2.


(M.M. Lunagariya)
Associate Professor & Head
Department of Agric. Meteorology
B.A. College of Agriculture
A.A.U. Anand-388110

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) is executed at Anand on this 12th day of April, 2023

BETWEEN

NATIONAL DAIRY DEVELOPMENT BOARD

NATIONAL DAIRY DEVELOPMENT BOARD, a body corporate constituted under the Act of Parliament called the National Dairy Development Board Act, 1987 (Act No. 37 of 1987) and having its Head Office at NDDDB Campus, opposite Jagnath Mahadev temple, Khetiwadi Road, Anand, 388001, Gujarat (hereinafter referred to as the "NDDDB" which expression shall unless it be repugnant to the subject or context thereof includes its successors-in-office, administrators and assigns) and represented by Shri Meenesh Shah, Managing Director as the Party of the first part.

AND

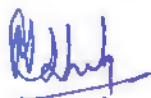
ANAND AGRICULTURAL UNIVERSITY

ANAND AGRICULTURAL UNIVERSITY, Established under the Gujarat Agriculture Universities Act-2004 and having its Head Office at Anand, 388110, Gujarat (hereinafter referred to as the "AAU" which expression shall unless be repugnant to the subject or context thereof includes its successors-in-office, administrators and assigns) and represented by Dr. M. K. Jhala, Director of Research as the party of the second part.

NDDDB and AAU are hereinafter referred to, individually, as a "Party" or, collectively, as the "Parties".

RECITALS:

WHEREAS, NDDDB is an institution of national importance under Section 2 of the NDDDB Act. NDDDB has been committed to improving the livelihood of dairy farmers. While NDDDB has remained dedicated to strengthening the network of the cooperative milk unions across India, it also sought to leverage the strength of the cooperative network for its initiatives in the areas of Manure Management, Fruit and Vegetables, Oilseeds, Beekeeping, propagation of alternate energy sources etc.



NDDDB intends to replicate these initiative through its affiliated institutions across India in collaboration with likeminded organisations;

AND WHEREAS, AAU is established specially with the regional mandate for strengthening of the triple function of education, research and extension education in agriculture and allied fields. The mandate of AAU is to impart education to the students in agriculture and allied fields, to conduct research in order to improve the productivity of rural areas, to undertake basic research to breakthrough newer areas of knowledge, to provide opportunities to observe and understand the life of rural people, to enable the students to inculcate the attitudes and develop skills relevant for grass-root work.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the Parties agree as follows:

I. OBJECTIVES OF THE MOU

- 1.1. To collaborate for research and extension education in Agriculture, Agriculture allied activities especially in the areas of Manure Management, Fruits and Vegetables, Fodder Development, Bee keeping, Oil seeds, environmental protection etc.
- 1.2. To exchange expertise in the area of natural and organic agriculture development.
- 1.3. To undertake joint staff/employee development programmes as and when required.
- 1.4. To share research, laboratory and training facilities as and when required as as per mutually agreed terms.
- 1.5. To represent jointly at various forums to propagate the research, methods, findings, business models developed in collaboration

2. ROLES AND RESPONSIBILITIES

2.1 Role and Responsibilities of NDDDB

- a) NDDDB shall conceptualise and design business models for the activities related to research and development in the agricultural and allied sector as mutually agreed by both parties




- b) NDDB shall take up propagation of research, findings amongst the farmers across the country.
- c) NDDB shall work with AAU on innovative ideas, research and development in the domains as mentioned in the objectives
- d) NDDB shall extend its training, laboratory facilities and other facilities to AAU as and when required and on availability basis on mutually agreed terms
- e) NDDB shall make available technical knowhow and human resources to AAU for the joint collaborative projects to be taken up by both parties
- f) NDDB shall leverage its network in India wherever possible and necessary for success of initiative undertaken in collaboration with AAU

In case NDDB conducts the role above mentioned through its affiliated institutions, NDDB shall remain fully responsible for such role.

2.2 Role and Responsibilities of AAU

- a) AAU shall assist NDDB conceptualising and designing research experiments and ideas and innovations in the areas as mutually agreed by both parties
- b) AAU shall take up scientific research, experiments, field research and studies as decided jointly by both parties on mutually agreed terms
- c) AAU shall extend its training, laboratory facilities and other facilities to NDDB as and when required and on availability basis on mutually agreed terms
- d) AAU shall make available technical knowhow and human resources to NDDB for the joint collaborative projects to be taken up by both parties
- e) AAU shall work jointly with NDDB for propagation, acceptance and representation of various research findings, results of experiments and evolved ideas at various forums and to the policy
- f) AAU shall publish research papers on various findings under the collaboration jointly with NDDB.



In case AAU conducts the role above mentioned through its affiliated institutions, AAU shall remain fully responsible for such role.

Both parties shall constitute a Coordination Committee consisting of equal number of members as decided from each organization to coordinate all the collaborative work between both parties.

3. FINANCIALS

This MOU shall create neither obligation between the Parties to exchange any funds amongst them nor obligate any of the Parties to make any payments to any third party. The Parties agree to work together in good faith to bring resources and capacities to bear to help meet the objectives of this MOU. Any project plan by the parties to this MoU in future with financial commitment will take place in the form of separate Agreements.

4. TERM & AMENDMENT

This MOU shall remain valid for a period of five (5) years from the date of execution of this MOU. The term of this MOU may be extended on terms and conditions mutually agreed between the Parties. This MOU shall be amended in writing with prior consent of the Parties and signed by the authorised signatories of the Parties, either during the current period of this MOU or at an extended period, as and when required.

5. CONFIDENTIALITY

Each of the Parties shall keep the information disclosed and/or provided by the other Party hereunder in relation to the this MOU ("Confidential Information") in strict confidence and shall not disclose it to any third party except its affiliated companies necessary for the Project, without the prior approval of the other Party. Each Party shall ensure its affiliated companies comply with the obligations equivalent to the confidentiality and non-disclosure obligations contemplated in this MOU in relation to such Confidential Information.

The Parties agree that this MOU and the disclosure of the Confidential Information do not grant or imply any license, interest or right to the Receiving Party in respect of any intellectual property rights or Confidential Information of the other Disclosing Party.



6. TERMINATION

This MOU may be terminated by a Party without any cause or reason by giving three (3) months' prior notice in writing to the other Party to this MOU. In the event of termination of this MOU, the Parties shall maintain the confidentiality as per this MOU, the terms and conditions of Article 5 hereof shall survive even after termination of this MOU. Upon receipt of the termination notice, the Parties will take all necessary action to complete the outstanding commitments relating to the Project under this MOU.

In case of termination, each Party shall bear its own cost and expenses incurred in relation to the Project and shall not claim the same from the other Party.

7. RESPONSIBILITY & INDEMNITY

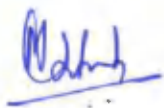
Each Party shall be solely responsible for their actions and/or omissions carried out by its own employees, agents, and representatives involved in the implementation of the objective of this MOU. Nothing herein shall be construed as creating joint or several liabilities amongst the Parties. The Parties are independent entity and neither is an agent, joint venture, nor legal partner of the other. The Parties agree to indemnify and save harmless each other in case of any claims, losses, damages, etc. attributable only its own brought into by any third party in relation to the Project.

8. ASSIGNMENT

Neither Party shall assign or transfer its rights and obligations under this MOU to any third party without the prior written consent of the other Party.

9. INTELLECTUAL PROPERTY RIGHTS (IPRs)

IPRs of each Party that it had developed or acquired independently of the Project shall be owned by such Party and any IPRs resulting from a joint development between the Parties in relation to the Project shall be discussed and agreed by the Parties separately. IPRs shall mean any inventions, patents, designs, ideas, trade secrets, know-how, copyrights, drawings, production processes, documentation, coding and any other intellectual or industrial property right.



10. ENTIRETY

This MOU, including any attachments, embodies the entire and complete understanding between the Parties, and any amendment to this MOU will only be valid if in writing and signed by the Parties and the same will form part of this MOU.

This MOU is neither a fiscal nor funding obligation document. Any endeavour or transfer of anything of value involving reimbursement or contribution of funds between the Parties will be handled in accordance with applicable laws, regulations, and procedures and will be outlined pursuant to separate legally binding agreements that shall be made in writing by representatives of the Parties involved herein.

11. RELATIONSHIP WITH THE SEPERATE AGREEMENTS

The Parties agree and acknowledge that the detail terms and conditions of the Project shall be stipulated in the separate agreement(s) for the Project to be executed between the Parties with financial commitments or through their affiliated companies. In the event of any conflict between the provisions of this MOU and any of the separate agreement(s), the provisions of such separate agreement(s) shall prevail.

12. FORCE MAJEURE

Neither of the Parties shall be liable for any loss, damage, default, delay or lapse occurring due to performance of any provision hereof, when such delay or failure is caused by force majeure event beyond which shall mean any circumstances beyond the reasonable control of a Party including but not limited to riots, declared pandemics, lockdowns, strikes, war or any other acts of God.

13. AREITRATION

Any disputes or differences that may arise between the parties herein arising out of and in the course of this Agreement in respect of terms and conditions of this Agreement, its interpretation, or operation or effect of this Agreement, the same shall be settled amicably by the parties. If the parties are unable to settle such dispute amicably, the same shall be referred to a Sole Arbitrator to be appointed with mutual consent under the provisions of the Arbitration and Conciliation Act,



1996 or any amendments thereof. The venue of the arbitration shall be Anand and the courts at Anand alone shall have jurisdiction regarding any matter arising out of this Agreement. However, during the pendency of any dispute / differences on the above, unless otherwise specifically disagreed or decided otherwise by the parties, the Parties to this Agreement shall continue the joint activities not completed and shall continue until their completion under the terms of this Agreement. The language of the arbitral proceedings shall be English only.

SEAL OF THE PARTIES

IN THE WITNESS WHEREOF, the Parties have caused this MOU to be signed and executed manually in duplicate or electronically in two (2) counterparts, each of which shall be deemed an original and which together shall constitute one (1) instrument, by their duly authorized officers or representatives.

For National Dairy Development Board


For Anand Agricultural University

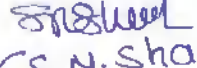
Name: 
(Meenesh Shah)


Name: 
Dr. M. K. Jhala

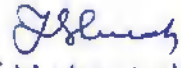
Designation: Managing Director,
NDDB

Designation: Director of Research &
Dean P.G. Studies
Anand Agricultural University
Anand

Witness I - 
Niranjana Karade.

Witness I - 
(S. N. Shah)
Assoc. Dir. of Res. (Agri.)

Witness II - 
Mukesh Patel

Witness II - 
(Y. H. SHUKLA)
Dean Agri. BCRA



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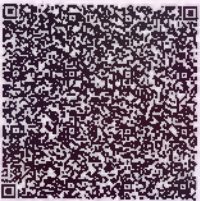
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INDIA NON JUDICIAL

Government of Gujarat

Certificate of Stamp Duty

Certificate No. : IN-GJ64218424763736V
Certificate Issued Date : 16-May-2023 03:52 PM
Account Reference : CSCACC (GV)/ gjcscg07/ GJ-ANBHA1047/ GJ-AN
Unique Doc. Reference : SUBIN-GJGJCSCEG0754788597716197V
Purchased by : VIPULKUMAR RAMJIBHAI GODAVARIYA
Description of Document : Article 5(h) Agreement (not otherwise provided for)
Description : MOU
Consideration Price (Rs.) : 0
(Zero)
First Party : BANAS DAIRY PALANPUR
Second Party : ANAND AGRICULTURAL UNIVERSITY ANAND
Stamp Duty Paid By : ANAND AGRICULTURAL UNIVERSITY ANAND
Stamp Duty Amount(Rs.) : 300
(Three Hundred only)



IIE 0004204002

Statutory Alert:

- The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
- The onus of checking the legitimacy is on the users of the certificate.
- In case of any discrepancy please inform the Competent Authority

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MoU) is made on this 19th day of May month, Two Thousand and Twenty Three By AND BETWEEN Anand Agricultural University **established and incorporated by Gujarat Act No. 5 of 2004 (Gujarat Agricultural University Act 2004)** having its registered office at Anand-388110 here in after referred to as "AAU, Anand" the **ONE PARTY**.

AND

Banaskantha District Cooperative Milk Producer's Union Ltd., Palanpur (BANAS DAIRY) **established and incorporated under the Companies Act, 1956**, having its registered office address Banas Dairy, P.B. No. 20, Palanpur - 385001, District Banaskantha, Gujarat as the **OTHER PARTY**.

WHEREAS BANAS DAIRY, Palanpur being desirous of commercializing and transferring to end user, Bio NPK-Liquid biofertilizer Technology developed by **Department of Agricultural Microbiology, B.A. College of Agriculture, AAU, Anand** from the date of signing this MoU by the **Anand Agricultural University** on non exclusive basis.

This Memorandum of Understanding (MoU) defines the role and responsibilities of the participating agencies, monitoring and other matters related to commercializing Bio NPK Liquid biofertilizer Technology (As per published in Indian Patent Journal, No. 50/2014, 12/12/2014) to end user and transferring Teehnology to BANAS DAIRY, Palanpur from AAU, Anand. The training will be provided by the Dept. of Agricultural Microbiology, AAU, Anand to persons nominated by BANAS DAIRY, Palanpur.



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NOW THE PARTIES HERE TO AGREE AS FOLLOWS:

1.0 Role of BANAS DAIRY, Palanpur

- 1.1 To act as an ethical business partner in commercializing and transferring to end user, Bio NPK-Liquid biofertilizer Technology from AAU, Anand to BANAS DAIRY, Palanpur.
- 1.2 The technology commercialization for subsequent transfer to end user would also involve scientific, technical and other professional advice to be provided to BANAS DAIRY, Palanpur purely on the basis of available expert knowledge.
 - BANAS DAIRY, Palanpur has to ensure that the skills which its employees learn from AAU as a part of technology transfer cannot be transferred to any third party.
- 1.3 The technology commercialization for subsequent transfer to end user will involve minimal use of AAU machines/instruments. The concerned scientist(s) will help in identifying the various vendors/suppliers for various machines and instruments to be purchased by BANAS DAIRY, Palanpur. However, there is no binding on BANAS DAIRY, Palanpur to buy from the same vendor(s)/supplier(s) but it should confirm to the specifications as laid down by the concerned
 - scientist(s).
- 1.4 To allow AAU, Anand to check the status of technology commercialization and transfer to end user from time to time.
- 1.5 To pay the entire technology commercialization fee Rs. 15 lakhs + all applicable GOI/GOG taxes etc. to the AAU, Anand on the day of signing MoU by DD / Cheque in favour of **AAU BPD Revolving Fund Account** payable at Anand. The Cheque / DD should be of nationalized bank only. The technology transfer fee



once paid will not be refunded even if BANAS DAIRY, Palanpur decides to drop the technology commercialization assignment at any time before its completion.

1.6 The number of visits of concerned scientist from AAU to BANAS DAIRY, Palanpur would be once in two months only at BANAS DAIRY, Palanpur request. BANAS DAIRY, Palanpur will provide transport vehicle and local hospitality. BANAS DAIRY, Palanpur persons can visit AAU to get guidance from time to time. If BANAS DAIRY, Palanpur desires for additional visits of AAU Scientist, then the same should be conveyed to the University at least one week in advance. Such visits will be on mutual consent.

2.0 - Role of AAU Anand

2.1 To provide detailed production technology (with set up process) of Bio NPK-Liquid biofertilizer Technology for *Azotobaciter*, *Azospirillum*, Phosphate/Potash Solubilizer (*Bacillus spp.*) with effective consortia Mother Cultures through its Department of Agricultural Microbiology.

2.1.1 To provide all consortia Mother Cultures free of cost as and when required by BANAS DAIRY, Palanpur.

2.1.2 The efficiency characters of the cultures covered under FCO need to be specified in FCO- Fertilizer Control Order.

2.1.2.1 The Production technology for producing Bio NPK-Liquid biofertilizer should be as per FCO specifications for the said cultures.

2.1.2.2 To provide technical support for FCO specifications as per the present requirement.



3.0 Duration of MoU

This MoU will remain in force for a period of one year from the date of signing by both the parties and can be extended for another one year by mutual consent of both the parties but is not mandatory.

4.0 Secrecy

It is hereby agreed that no data/information/cultures or skills which the staff of BANAS DAIRY, Palanpur learn from AAU, Anand shall be transferred to any third party.

5.0 Fees

The fees for the present transfer of technology under this MoU will be Rs. 15.00 lakhs + all applicable GOI/GOG taxes etc.

6.0 Arbitration

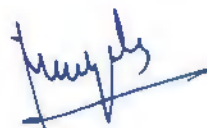
In the event of any question, dispute, difference arising what so ever between the parties to this agreement in execution of the agreement or otherwise, shall be referred to an arbitrator to be appointed by mutual consent of both the parties here in. If the parties do not agree on the appointment of arbitrator within a period of two months from the notification by the one party to the other of existence of such dispute, then the arbitrator shall be appointed by AAU, Anand.

7.0 Transfer of Technology

7.1 The technology will be commercialized for transfer to end user on non exclusive basis. Further, transferring the technology to any third party other than MoU party by BANAS DAIRY, Palanpur is not allowed. Any act of such subsequent transfer of Bio NPK-Liquid Bio fertilizer technology by BANAS DAIRY, Palanpur, will account to breach of trust.



A red circular stamp from AAU Palanpur is visible, containing the text 'ANAND APARTS' at the top, '01.01-01-15' in the center, and 'ANAND APARTS' at the bottom. A black ink signature is written over the stamp.



A blue ink signature is written on the page.

7.2 Methodology will be shared with operation and maintenance (O&M) operator and training their technocrats, O&M operator and BANAS DAIRY, Palanpur will have to assure for confidentiality of methods of production and cultures by undertaking on legal stamp for safety of both the organizations.

8.0 AAU Brand Name

BANAS DAIRY, Palanpur has to mention a line of credit "A **technology by AAU, Anand**" forever on the packing of the product manufactured with the technology commercialized under this agreement and to be sold in the market.

9.0 Training

Three technicians / technocrats who will be involved in the production process at BANAS DAIRY, Palanpur will be trained at AAU Biofertilizer Laboratory at Department of Agricultural Microbiology, BACA, AAU, Anand for maximum of 20 days including Sundays and holidays during University official working hours. Food and accommodation would be provided on nominal charges.

10.0 Certifications

Acquiring environment and safety as well as other certifications, as per FCO like production, storage and selling licenses for Bio-NPK fertilizers will be the responsibility of the BANAS DAIRY, Palanpur.

11.0 Quality

The other party has to maintain the quality of the product manufactured as per the FCO norms 1985 and amended till date. If the product does not adhere to the specified quality, it cannot be marketed.



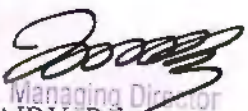
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12.0 Governing Law

This agreement shall be governed by the law of India in force and no amendment can be made in this MoU without the mutual agreement of both the Parties. IN WITNESS the Parties here have signed, sealed and delivered this agreement on this 19th day of Month May and year, Two Thousand and Twenty Three.

Signature:

Director

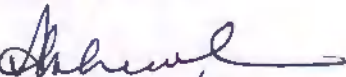

V.C. Managing Director
BANAS DAIRY, Palanpur
B.K. Dist. Co-op. Milk Producers' Union Ltd.
P. B. No.20, PALANPUR



Director of Research & Dean PG
Studies

Anand Agricultural University


Anand

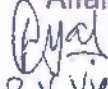
Witnesses

1. 
(AKCHANSHI / GM- New Initiatives)
Emp Code 15006511.

2. 
(Dr. P.R. Vaghela, Sr. Manager
Emp. No. 15002368)

Witnesses

1. 
(C.S.N. Shah)
Asso. Director of Research
Anand Agricultural University,
Anand-388 110

2. 
(R.V. Vyas)
Research Scientist & Head
Dept. of Microbiology
& Biofertilizer Projects
B.A.C.A., A.A.U., ANAND

Phone No:
Sold To/Issued To:
AAO Anand
For Whom/ID Proof:
Anand



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APPENDIX

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) made on day of 01/07/2023 at Anand, Dist. Anand, Gujarat by and between Anand Agricultural University, Anand, Dist. Anand, Gujarat, herein after referred to as AAU represented by Shri R. H. Gondaiia, Comptroller, AAU and Bhaikaka University (BU) run by Charutar Arogya Mandal, a registered Public Charitable Trust which runs the various institutions in the field of health care, medical research and medical education, having registered office at HM Patél Center for Medical Care and Education at Karamsad Dist. Anand, Gujarat represented by Dr. Utpala Kharod, Provost, Bhaikaka University, Karamsad (herein after referred to as BU).

Upon mutual agreement, both the parties have decided to enter into an agreement as below.

Now, therefore, the terms and conditions of the agreement have been discussed and finalized and are duly recorded herein under:

Responsibilities of the AAU:

(1) That the AAU will pay Rs. 17,50,000/- per year and 10 % increase every next year i.e., Rs. 1,75,000/- mentioned in below table to the BU towards the remuneration/cost/expenses etc. incurred by the BU for running of the said center.

Sr. No	Years	Amount
1	2023-2024	17,50,000
2	2024-2025	19,25,000
3	2025-2026	21,00,000
4	2026-2027	22,75,000
5	2027-2028	24,50,000

(2) The AAU would pay the BU (over and above the payment mentioned in para (1) the cost of drugs prescribed by the Medical Officer and dispensed from the designated pharmacy run by BU on raising a bill by the BU on a monthly basis. Similarly, the AAU will pay the BU the cost of investigations ordered by the Medical Officer and done in the laboratory facilities run by BU at Karamsad depending on the availability of such services. In case of investigation and/or hospitalization at Shree Krishna Hospital on referral by the Medical Officer, the cost of treatment will be borne by the patient as per the rates of AAU. The cost of consumables provided by BU for the laboratory run by the AAU at the Health center would be reimbursed by AAU.

COMPTROLLER
AAU ANAND

PROVOST
BHAIKAKA UNIVERSITY
KARAMSAD

01/07/23

(3) That the AAU will continue to pay the salary of the existing staff of the AAU posted at Health Center. It is specifically agreed that these employees remain in the employment of AAU and AAU shall be responsible to fulfill all the obligations under various enactments. At present, five posts namely Medical Officer (MBBS), Physiotherapist, Pharmacist, Office Assistant and Staff Nurse are filled by the BU. The salary of the said posts will be borne by the BU. If any additional post is required to be filled up for smooth functioning of the said center the BU and AAU will mutually take decision on it and the AAU will bear the salary expenditures of the post.

(4) That the AAU or its employee working in the center shall not at any time claim any benefit of employment, lien on employment or permanency of employment with the BU by the virtue of having worked as per this MoU.

(5) The income generated for the consultation services/medical examination provided by the health professionals of the BU, money collected as fee/procedures for physiotherapy and the health check fee received from the students would be obtained by the AAU and would be used for the development of the center. However, no case fee will be collected from the staff, family, students, pensioners and farm labourers of the AAU. The charges for the health care services like physiotherapy etc. will be decided and revised by mutual agreement with both parties.

(6) That the AAU will make payment of the electricity charges and telephone bill used for the said center.

Responsibilities of the BU:

(1) That the BU shall manage the said center from the fund provided by the AAU (Para - 1 Responsibilities of the AAU) and not claim any more funds for running the said premises in case of deficit.

(2) That the Medical Officer (MBBS) appointed by BU will offer good quality primary level curative health care at the center and refer patients requiring higher level care that cannot be managed at the center, to Shree Krishna Hospital, Karamsad which is a tertiary care hospital with modern facilities managed by the BU.

(3) It is clearly understood that the BU is only undertaking to manage the health center of the AAU and BU shall not have any claim on any assets and properties of the AAU.

Others:


(1) All decisions for effective administration and development of the center will be taken by a committee consisting of following members.

- (1) Vice Chancellor - Chairman
- (2) Registrar - Member
- (3) Comptroller - Member
- (4) Representative of Bhaikaka University - Member
- (5) Representative of Bhaikaka University - Member
- (6) Medical Officer - Member
- (7) Director of Students' Welfare - Member Secretary

(2) That the BU will modify or add services available at the center considering the needs of the AAU.


COMPTROLLER
AAU, ANAND

2


01/07/23
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KARAMSAD

(3) That the BU will allow continuing the present facility for availability of other line of therapy i.e. Homeopathy and Ayurveda for the benefit of AAU staff, family, students, pensioners and farm labourers provided that such facility does not interfere directly or indirectly with the services provided by BU.

(4) The Medical Officer will provide outpatient services at the center on fixed hours as mutually agreed between BU and AAU. A rent-free accommodation for the Medical Officer will be provided by the AAU. While residing on campus, it is expected that the Medical Officer will provide emergency services as far as possible.

(5) Both the parties have agreed that the purpose of this MOU is to develop the health center in a manner that the needy people can get good quality and easily accessible health services.

(6) The Head of the Extension Programme Department, Bhaikaka University shall be assigned the responsibilities to function as a co-coordinator between the AAU Health Center and the BU for the day-to-day functioning of the center.

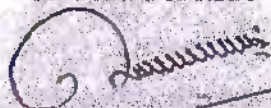
(7) Any dispute or questions in connection with this agreement or the rights and liabilities under these, arising between the parties hereto and whether during or after the subsistence of this agreement shall be referred to the arbitration of a sole Arbitrator to be appointed by both parties in accordance with the provisions of the Indian Arbitration and Conciliations Act, 1961 or any statutory modification or re-enhancement thereof for the time being in force.

Period of Contract:

This MoU shall remain valid initially for a period of 05 years from the date of this MOU and may be extended for a further period if both parties are in agreement to do so. Notwithstanding the above, either party shall be entitled to terminate this Agreement by giving three (3) months written notice to the other party.


After signing this MoU by both parties, it will come in effect immediately and all the earlier MoU/Agreement on this regard will be supersede.

On behalf of AAU



(R. H. Gondalia)
Comptroller
COMPTROLLER
AAU, ANAND

Date:
Place: Anand

Witnesses: 1. 
DIRECTOR, STUDENTS WELFARE
ANAND AGRICULTURAL UNIVERSITY
ANAND-388110 (Gujarat)

2. 
A. O. (Cash)
A. A. U. Anand

3.

On behalf of Bhaikaka University

PROVOST
BHAIKAKA UNIVERSITY
KARAMSAD

(Dr. Utpala Kharod)

Provost

01/07/23

1. 

T. A. Manavalan
General Manager (Hosp. Admn.)
Shree Krishna Hospital
Karamsad - 388 325

2. 

2,

V. K. Sharma

Shree Krishna Hospital
Counselor