

MoUs signed between AAU & other
Institutions for approval

ANAND AGRICULTURAL UNIVERSITY

ANAND – 388 110

Read : Minutes of 60th Meeting of Board of Management held on 24.07.2024 vide item No. 60.19

NOTIFICATION

It is hereby notified to all concerned that the 60th Meeting of Board of Management held on 24.07.2024 vide item No. 60.19 has resolved as under:

"It is resolved that Board of Management accord *post-facto* approval of the three new MoUs as mentioned below in the field of research and education signed by Anand Agricultural University."

Sr. No.	Name of organization	Main Area
1.	Space Applications Centre, Indian Space Research Organisation (ISRO), Ahmedabad (Annexure - A (1))	For Cooperation in Agricultural Research and Education
2.	Western Sydney University, Australia (Annexure - A (2))	Development and implementations of collaborative research projects (including Agricultural Market Intelligence) : the areas and methodology to be mutually agreed upon.
3.	Krishak Bharati Cooperative Limited (KRIBHCO), Hazira, Surat (Annexure - A (3))	Transfer of Bio NPK-Liquid Biofertilizer Technology

NO. AAU / DR / T-3 / 3250 / 2024
Date: 08.08.2024

Director of Research &
Dean P.G.Studies

Copy F.W.Cs. to:

1. All Members of Board of Management of this University.
2. All Members of Agricultural Research Council of this University.
3. All Officers of this University.
4. All Deans of this University.
5. All Unit / Sub Unit Officers of this University.
6. Registrar, Anand Agricultural University, Anand in response to vernacular letter જા.નં. આકૃત્ય /૨જી / એકે(મીટીંગ)/૧૩૫/૧૧૦૭-૧૧૧૩/૨૦૨૪, તા.૦૧.૦૮.૨૦૨૪. Moreover 10 copies of Notification are enclosed herewith for needful action.

Copy to:

1. PS to Hon'ble Vice Chancellor, Anand Agricultural University, Anand
2. All Branches of this Section.
3. Concerned Scientist of AAU for information and necessary action.

(Annexure - A (1))



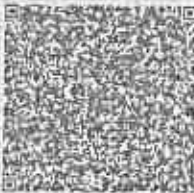
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सत्यमेव जयते

INDIA NON JUDICIAL
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Certificate of Stamp Duty

Certificate No.	IN-GJ90353989587144V
Certificate Issued Date	23-Jun-2023 11:52 AM
Account Reference	IMPACC (FI)/ gjelimp10/ ANAND/ GJ-AN
Unique Doc. Reference	SUBIN-GJGJELIMP1006635069572625V
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	SPACE APPLICATION CENTRE ISRO AHMEDABAD
Second Party	ANAND AGRICULTURAL UNIVERSITY ANAND
Stamp Duty Paid By	ANAND AGRICULTURAL UNIVERSITY ANAND
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समझौता ज्ञापन

MEMORANDUM OF UNDERSTANDING

Between



अंतरिक्ष उपयोग केंद्र

SPACE APPLICATIONS CENTRE

भारतीय अंतरिक्ष अनुसंधान संगठन

INDIAN SPACE RESEARCH ORGANISATION

अहमदाबाद AHMEDABAD

and



आणंद कृषि संस्थान

ANAND AGRICULTURAL UNIVERSITY

आणंद ANAND

On

COLLABORATIVE RESEARCH AND CAPACITY BUILDING

सितम्बर २०२३ September 2023

This Memorandum of Understanding (hereinafter referred to as 'MoU') is made and executed at Ahmedabad on this 14th day of September 2023,

By and Between

Space Applications Centre, one of the major centres of the Indian Space Research Organisation (ISRO) under Department of Space, Government of India, through its representative/authorised signatory, Shri Nilesh M. Desai, Director, SAC, located at Jodhpur Tekra, Ahmedabad (hereinafter referred to as "SAC", which terms or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of the First Part;
and

Anand Agricultural University, having its office at Anand-388110, Gujarat, through its representative/authorised signatory, Dr. M K Jhala, Director of Research & Dean PG Studies, AAU (hereinafter referred to as "AAU", which expression shall wherever the context so admit include its successors and permitted assignees) as party of Second Part.

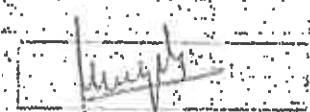
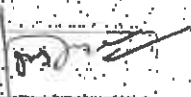
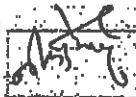
(Hereinafter collectively referred to as 'parties').

Preamble

SAC is a lead R&D centre of ISRO carrying out diverse design and development activities in the field of space-borne payloads for communication satellites, optical and microwave remote sensing satellites, navigation satellites, scientific & planetary satellite payloads and associated ground applications for various ISRO missions aimed at national development;

SAC is also involved in the design and realization of ground segment and user segment hardware, mathematical models/algorithms/techniques and software for various applications covering diverse areas of communication, navigation, land resources, meteorology, oceanography, environment monitoring and disaster management as well as space sciences;

Whereas Anand Agricultural University, Anand is a body corporate established with the support of the Government of Gujarat 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 setup to provide support to the farming community in three facets namely education, research and extension education activities in Agriculture, Horticulture, Animal Husbandry, Dairy, Food Processing, Agricultural engineering etc. AAU's activities have expanded to span newer commodity sectors such as soil health card, biodiesel, medicinal plants etc. apart from the mandatory ones like rice, maize, tobacco, vegetable crops, fruit crops, forage crops, animal breeding, nutrition and dairy products etc. The core of AAU's operating philosophy, however, continues to create the partnership between the rural people and committed academia as the basic for sustainable rural development. In pursuing its various, 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. Thus, AAU works towards the empowerment of the farmers and develops competent human resource for the agriculture and allied sectors.



NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Objectives of MoU

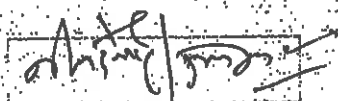
The broad objectives of the MoU are

- (a) Developing a model for price forecasting of selected agri-commodities using satellite data from SAC, ISRO.
- (b) Capacity building of the faculties, students, researchers and other stakeholders on geo-spatial tools and applications in agriculture.
- (c) Guidance related to research work in the field of satellite data applications to undergraduate, postgraduate and doctoral students and faculty members of AAU.
- (d) To promote and enhance academic and research interaction and collaboration between AAU and SAC in the areas of mutual interest.

2. Scope of Collaboration

This MoU defines the broad framework of interaction and engagement of both parties:

- (a) SAC and AAU will identify a focal person as coordinator for successful implementation of this MoU.
- (b) AAU may permit students to participate in TREES and SMART capacity building program of SAC.
- (c) SAC and AAU agrees to carry out joint collaborative research work on terms and conditions mutually agreed upon, in the areas of mutual interest.
- (d) AAU may work on identified academic/research problems of SAC or assigned projects either independently or jointly with SAC.
- (e) SAC may invite AAU faculty to deliver talks/lectures on topics of interest to SAC. AAU may also invite SAC Scientists and Engineers to deliver talks/lectures for the benefit of faculty and students.
- (f) ISRO and AAU will collaborate subject to existing policies and procedures of their respective authorities and as laid down by Government of India, Government of Gujarat and ISRO, as applicable.
- (g) AAU may invite SAC scientists wishing to engage in teaching and research at AAU.
- (h) Organizing joint seminars, science exhibitions, conferences, workshops, competitions etc.



- (i) AAU will provide time series data required for price forecast modelling, including market arrival data, Taluka level acreage, production from SDA, locations of APMCs and cold storages and other related data specific to price forecasting.
- (j) AAU shall provide facility for conducting field experiments in AAU farms for the collaborative research work to SAC.
- (k) SAC will provide access to satellite data to AAU for its research activities.
- (l) SAC and AAU agree to have joint publications.
- (m) Any other areas, which are not covered above but to be found in the interest of both AAU and SAC in future.

3. Confidentiality

- (a) All information and documents to be exchanged pursuant to the MoU will be kept confidential by both the parties and will be used subject to such terms as each party may specify. Both 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. Both parties agree that this MoU 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 both parties in writing.


4. Commercialisation


In case of research results obtained through joint activities under this MoU, parties concerned will apply as co-applicants for the protection of IPR subject to exclusive rights of the parties to commercialize technology in India. Commercialisation in any other country shall be done jointly through a separate agreement.

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 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.
- (c) The parties shall not assign any rights and obligations arising out of the IPR generated from inventions/activities carried out under the MoU to any third party without prior written consent of the other party.
- (d) The parties will be free to use the outcome (product) of the efforts put in by the parties under this MoU without any financial obligations. All parties will extend their support and developed technical expertise/product for enabling its rollout without any bias or prejudice.

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 (5) years from the effective date of signing.
- (b) This MoU may be amended, renewed by mutual agreement in writing and signed by both the parties.
- (c) The MoU may be terminated by giving a prior notice of not less than 30 days by either party.
- (d) In case of termination, mutual concern/agreement has to be arrived for protecting and respecting the obligations of either of the parties.
- (e) The MoU may be terminated in the event of Force Majeure as defined in Clause 12.
- (f) The pre-closure of this MoU by either of the parties shall not be liable for any compensation from other party under this MoU.

7. Indemnification

Either party ("Indemnifying Party") shall indemnify and keep indemnified the other party ("Indemnified Party") against any and all claims, direct losses, injuries, liabilities, reasonable costs and expenses, direct damages, actions or proceedings which may be made or taken against the Indemnified Party by any person arising out of any breach, action or inaction of the Indemnifying Party under this MoU.

8. Governing Law

This MoU shall be governed as per provisions of the Indian Contract Act, 1872 and other applicable Indian Laws.

9. Dispute Settlement Mechanism

All disputes arising between the parties in any way connected with this MoU or in regard to the interpretation of the context thereof and implementation shall be resolved amicably through mutual consultations and negotiations between the parties. If the matter remains unresolved, the same will be referred to Director SAC, and Director of Research and Dean PG Studies, AAU 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.

10. Amendment

This MoU is hereby concluded in terms of understanding of parties about the Indian laws including laws of contract and intended to regulate accordingly. However, party with the written mutual consent of the other party in order to facilitate settlement of dispute or implementation of the provision of this MoU may amend any provision of this MoU in writing and unless specifically stating the same to be an amendment of the MoU at the hands of duly authorised representatives of the parties.

This MoU represents the understanding between SAC and AAU in the present circumstances and supersede any earlier understanding written hitherto with respect to the subject matter of the MoU.

11. Jurisdiction

Any dispute arising out of the MoU or the terms shall be subject to the exclusive jurisdiction of Ahmedabad only.

12. Force Majeure



Force Majeure is an event for which either party cannot be held accountable. For events constituting force majeure, they must be unforeseeable, external to both the 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 acts of God, 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 party under this MoU is unable to meet the specific requirement due to the reasons beyond the control of the organisation, 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.


13. Effective Date of MoU

This MoU shall be effective from the date of its signing. If the parties have signed on two different dates, the last signature date will be the effective date.

14. Functionaries

The functionaries shall communicate and monitor the progress of work from time to time related to this MoU.

Space Applications Centre	Anand Agricultural University	
Name: Dr. Bimal Kumar Bhattacharya Designation: Group Director, BPSG/EPSC Phone: 079-2691 4092/20 E-mail: bkbhattacharya@sac.isro.gov.in	Name: Dr. R S Pundir Designation: Principal Investigator, NAHEP- CAAST, AAU Mobile: +91- 94292 52540 E-mail: rspundir@aau.in	Name: Dr. Rucha Dave Designation: Assistant Professor & Principal Investigator, Centre for Precision Farming System (PFS), RKVY, AAU Mobile: +91- 9998467753 E-mail: rch.dave3@aau.in




15. Signature and Seal

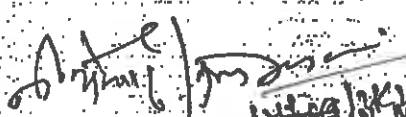
This MoU is executed in duplicate with each copy constituting an official version and having equal validity. By signing below, the parties, acting in their duly authorised capacities, agree to execute the terms of this MoU, effective from date of signing.

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

For and on Behalf of:


Space Applications Centre

Signed, Sealed and Delivered by


एन. एम. देसाई / N. M. DESAI
(Authorised Signatory) / Director
अंतरिक्ष उपयोग केंद्र (इसरो)
Space Applications Centre (ISRO)

Anand Agricultural University

Signed, Sealed and Delivered by


Director of Research &
Dean P.G. Studies
(Authorised Signatory)
Anand Agricultural University
Anand

In the presence of Witness:

1. 


Space Applications Centre

1. 

Anand Agricultural University

2. 
B. K. Chatterjee

Space Applications Centre

2. 
Assistant Professor (Physics)
Department of Basic Science and Humanities
B. A. College of Agriculture,
Anand Agricultural University, Anand-388110

(Annexure - A (2))

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**ANAND AGRICULTURAL UNIVERSITY,
ANAND, GUJARAT, INDIA
AND
WESTERN SYDNEY UNIVERSITY,
AUSTRALIA,**

FOR COOPERATION IN AGRICULTURAL RESEARCH AND EDUCATION

This Memorandum of Understanding (MoU) is made between Anand Agricultural University, having its office at Anand-388 110, Gujarat, India, (hereinafter called "AAU") of the one part, and the School of Computing, Engineering & Mathematics, Western Sydney University Board of Trustees (hereinafter called "WSU") of the other part.

WHEREAS the AAU, aims at imparting education in agriculture, agricultural engineering, home science and other allied sciences; furthering the advancement of learning and research, particularly in agriculture and allied sciences; and undertaking the extension of such sciences to the rural people.

AND WHEREAS THE WSU is the largest university in the Western Sydney region, charged with the mission to create a community dedicated to achieve national and international levels of excellence in teaching, research, scholarship and one that makes significant financial contributions to the intellectual, cultural, social and economic life of Western Sydney in the state of New South Wales, Australia and international communities.

WHEREAS, WSU and AAU share a common mission to provide the highest quality education to its constituents, recognize the desirability and feasibility of establishing a collaborative relationship designed to strengthen educational and scientific ties between the institutions and

WHEREAS, WSU and AAU agree that it would be in their mutual interest to create programs that promote institutional development and academic enhancement, including but not limited to: faculty and student training, academic, scientific research and publications, and

WHEREAS, WSU and AAU have agreed to formalize a cooperative relationship to reflect their understanding as aforementioned, and as a precursor to a further Agreement on specific Programs,

NOW THEREFORE, AAU and WSU inspired by their common objectives to promote and accelerate the progress of research and training in various disciplines of agricultural research;

HAVE decided to enter into this MoU and agree as herein contained:

ARTICLE -I Objectives

1. The Parties hereby agree to promote cooperation through:

- (i) Exchange of scientists and technologists;
- (ii) Exchange of scientific literature, information and methodologies;
- (iii) Exchange of scientific equipment as available and required in programme of common interest as may be mutually agreed upon.
- (iv) Development and implementation of collaborative research projects: the areas and methodology to be mutually agreed upon (including agricultural market intelligence) and subject to IPR clause in Article IV
- (v) Development of a separate Dual Award program MoU for Higher Degree Research students.

2. Such cooperation shall be implemented by the following means:

- (vi) Establishment of mutual agreement between the scientific and technical divisions of the organizations of the respective Parties;
- (vii) Facilitating exchange of scientists, technologists and experts and their proper placement.

ARTICLE -II Implementation

3. AAU and WSU may name any member of their staff to work out the practical details of cooperation between the two organizations and in general to ensure proper and effective implementation of this MoU.

ARTICLE -III Work Plans

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

ARTICLE -IV Publication & Intellectual Property Rights

General clauses:

5. Each Party will ensure appropriate protection of Intellectual Property Rights generated from cooperation pursuant to this MoU, consistent with their respective laws, rules and regulations and international agreements to which both parties are committed.

6. In case research is carried out solely and separately by one Party or the research results are obtained through the sole and separate effort of one Party, the Party concerned alone will apply for grant of IPR and once granted, the IPR will be solely owned by the concerned Party.

7. In case of research results obtained through joint activities, the grant of intellectual property rights will be sought by both Parties jointly and once granted these rights will be jointly owned by the Parties.

8. 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 the consent of the other Party.

Commercialization:

9. In case of research results obtained through joint activities under this MoU both the AAU and the WSU will apply as co-applicants for the protection of intellectual property rights subject to exclusive rights of both the parties to commercialize the technology in their respective countries. Commercialization in

any other country shall be done jointly through a separate agreement.

Publication:

10. Any publication, document and/or paper arising out of joint work conducted by the Parties pursuant to this MoU will be jointly owned. The use of the name, logo and/or official emblem of the Parties on any publication, document and/or paper will require prior permission of both the Parties. It may however be ensured that the official emblem and logo is not misused.

Confidential Information:

11. All information and documents to be exchanged pursuant to this MoU will be kept confidential by the Parties and will be used subject to such terms as each Party may specify. A Party will not use the information for purposes other than that specified without the prior written consent of the other Party.

12. All Confidential Information shall remain the exclusive property of the disclosing Party. The Parties agree that the disclosure of the Confidential Information do not grant or imply any license, interest or right to the Recipient in respect to any intellectual property right of the other Party.

13. 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.

ARTICLE-V

Disclosure of Information

14. AAU and WSU agree that except for a Court Order requiring disclosure, neither shall disclose to any third party without the written consent of the other, any information made available to the Parties, in the performance of work and/or generated by the performance of work, under this Agreement, except information which at the date hereof was:

(i) in the public domain

(ii) known to either prior to the date hereof as evidenced by written documents subsequently

15. All data generated through this MoU with assistance by AAU from WSU's work programme shall be subject to explicit written approval signed by WSU before publication of same by AAU and/or the collaborating institute.

16. All data generated through this MoU with assistance by WSU from AAU's work programme shall be subject to explicit written approval signed by AAU before publication of same by WSU.

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

ARTICLE -VI Amendments

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

ARTICLE -VII Institutional Links

19. Both Parties will establish inter-institutional links between their respective similar scientific research institutes and centres.

ARTICLE -VIII Joint Working Group

20. A Joint Working Group will be set up with representatives from both Parties to meet once in two years alternately in Anand and Sydney to follow up the execution of this MoU and suggest necessary measures for its development.

ARTICLE -IX Financial Arrangements

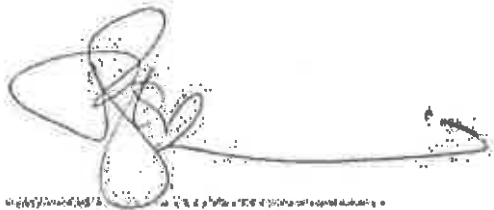
21. In the case of exchange of scientists for study visits on the basis of reciprocity, the sending Party shall meet the to- and fro- international travel costs whereas the receiving side shall meet the costs of board, lodging and internal transport.

22. For Training and consultancy of Scientists financial arrangement shall be decided by mutual consent of both the Parties.

ARTICLE -X
Validity / Termination

23. 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. Thereafter it shall be automatically renewed for a period of five years unless either Party serves notice on the other of its intention to terminate it, in which event the Memorandum of Understanding shall stand terminated at the end of one calendar month from the date of issue of such a notice. But the termination of this Memorandum of Understanding shall not affect the validity or duration of specific collaborative programmes already being undertaken thereunder, unless decided otherwise by the Parties by mutual consent.

24. IN WITNESS, whereof, the two Parties hereunto have signed at Sydney on this 16 Day of November, 2023, in the event of any doubt, the English text shall prevail.



Professor Barney Glover AO
Vice Chancellor and President
FOR AND ON BEHALF OF THE
Western Sydney University



Dr. M. K. Jhala, Ph.D.
Director of Research and Dean PG Studies
FOR AND ON BEHALF OF THE
Anand Agricultural University
Anand-388 110 (Gujarat), India

(Annexure - A (3))



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INDIA NON JUDICIAL Government of Gujarat Certificate of Stamp Duty

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Unique Doc. Reference : SUBIN-GJGJELIMP1017870718206083W
Purchased by : VIPULKUMAR R GODAVARIYA
Description of Document : Article 5(h) Agreement (not otherwise provided for)
Description : M.O.U
Consideration Price (Rs.) : 0
(Zero)
First Party : ANAND AGRICULTURAL UNIVERSITY ANAND
Second Party : KRIBHCO HAZIRA SURAT
Stamp Duty Paid By : ANAND AGRICULTURAL UNIVERSITY ANAND
Stamp Duty Amount(Rs.) : 300
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3. The issue of checking the legitimacy is on the shoulders of the certificate.
4. In case of any discrepancy please inform the Competent Authority.

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MoU) is made on this 6 day of June 2024 month, Two Thousand and Twenty Four 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

Krishak Bharati Cooperative Limited, a Multi State Cooperative Society registered under Multi State Cooperative Societies Act (MSCS) 2002, having its registered office address at A-60, Kailash Colony, New Delhi-110048 and its Plant Office at Hazira Fertilizer Complex, PO:KRIBHCO Nagar, Surat-394515 (Gujarat) as the OTHER PARTY.

WHEREAS Krishak Bharati Cooperative Limited, Hazira (KRIBHCO), Surat 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 Technology to Krishak Bharati Cooperative Limited, Hazira (KRIBHCO), Surat from AAU, Anand. The training will be provided by the Dept. of Agricultural Microbiology, AAU, Anand to persons nominated by Krishak Bharati Cooperative Limited, Hazira (KRIBHCO), Surat.



NOW THE PARTIES HERE TO AGREE AS FOLLOWS:

1.0 Role of Krishak Bharati Cooperative Limited, Hazira (KRIBHCO), Surat

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 Krishak Bharati Cooperative Limited, Hazira (KRIBHCO), Surat.

1.2 The technology commercialization for subsequent transfer to end user would also involve scientific, technical and other professional advice to be provided to Krishak Bharati Cooperative Limited, Hazira (KRIBHCO), Surat purely on the basis of available expert knowledge. Krishak Bharati Cooperative Limited, Hazira (KRIBHCO), Surat 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 Krishak Bharati Cooperative Limited, Hazira (KRIBHCO), Surat. However, there is no binding on Krishak Bharati Cooperative Limited, Hazira (KRIBHCO), Surat 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 Krishak Bharati Cooperative Limited, Hazira

(KRIBHCO), Surat 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 Krishak Bharati Cooperative Limited, Hazira (KRIBHCO), Surat would be once in two months only at Krishak Bharati Cooperative Limited, Hazira (KRIBHCO), Surat request. Krishak Bharati Cooperative Limited, Hazira (KRIBHCO), Surat will provide transport vehicle and local hospitality. Krishak Bharati Cooperative Limited, Hazira (KRIBHCO), Surat, persons can visit AAU to get guidance from time to time. If Krishak Bharati Cooperative Limited, Hazira (KRIBHCO), Surat 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 Krishak Bharati Cooperative Limited, Hazira (KRIBHCO), Surat.

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 Krishak Bharati Cooperative Limited, Hazira (KRIBHCO), Surat 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 Krishak Bharati Cooperative Limited, Hazira (KRIBHCO), Surat is not allowed. Any act of such subsequent transfer of Bio NPK-Liquid Bio fertilizer technology by Krishak Bharati Cooperative Limited, Hazira (KRIBHCO), Surat, 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 Krishak Bharati Cooperative Limited, Hazira (KRIBHCO), Surat 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

Krishak Bharati Cooperative Limited, Hazira (KRIBHCO), Surat 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 Krishak Bharati Cooperative Limited, Hazira (KRIBHCO), Surat 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 Krishak Bharati Cooperative Limited, Hazira (KRIBHCO), Surat.

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 have signed, sealed and delivered this agreement on this 6 day of Month June 2024 and year, Two Thousand and Twenty Four.


Signature:




Director

Krishak Bharati Cooperative Limited
Hazira (KRIBHCO), Surat

Witnesses

1. 
(PRAVENDRA SINGH)

2. 
(CSK MCHAPATRA)




Director of Research & Dean PG Studies

Anand Agricultural University

Anand

Witnesses

1. 
(CS M Shah)

2. 
(C.R.V. Yad)

