



महाराष्ट्र MAHARASHTRA

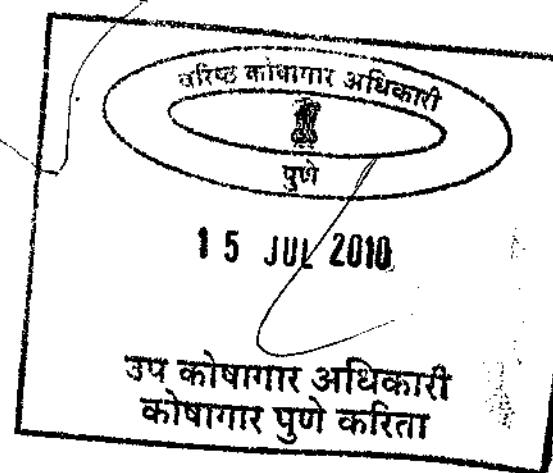
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 र. नं.: ३८३३ स्टम्प रुपये: १००/ दिनांक:  
 नांव: Krishidhan Seeds Ltd  
 पत्ता: Pune 16 हस्ते: अ. ए. एस. देशपांडे

स्टम्प व्हेंडर : सौ. एस. एस. देशपांडे  
 LIC No.: HVL/8/10

MEMORANDUM OF UNDERSTANDING

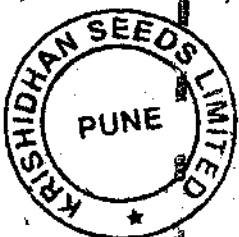


This Memorandum of Understanding (hereinafter referred to as "MOU") is made amongst

The Department of Agriculture, Government of Rajasthan, (DOA) Rajasthan State Seed Corporation (RSSC) Swami Keshwanand Rajasthan Agriculture University, Bikaner (SKAU), Maharana Pratap University of Agriculture & Technology, Udaipur (MPUAT), and Rajasthan University of Veterinary and Animal Science, Bikaner (RAJUVAS),

And

KRISHIDHAN SEEDS LTD., a Company duly incorporated under the Indian Companies Act, 1956 having its Registered Office at 302, Royal House, Usha Gunj, INDORE (Madhya Pradesh), Head Office at D3-D6, Additional MIDC Area, Aurangabad Road, Jaipur



For Krishidhan Seeds Ltd.

Authorised Signatory

*[Signature]*  
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*[Signature]* *[Signature]*

*[Signature]*

431213 (Maharashtra) and Corporate Office at Sai Capital, 9th Floor, Opp. ICC Complex, Senapati Bapat Marg, Shivajinagar, Pune 411016 (Maharashtra), hereinafter referred to as "KSL."

The Rajasthan State Agriculture Department & Universities and KSL hereinafter together may be referred to as the "Parties" and each individually as a "Party" and shall be deemed to include their successors and permitted assigns

The terms "Affiliate" means and includes any corporation, firm, limited liability company, partnership, or other entity that directly or indirectly controls or is controlled by or is under common control with a Party to this Agreement. For the purpose of this definition control means ownership, directly or through one or more Affiliates, of fifty percent (50%) (or such less percentage which is the maximum allowed to be owned by a foreign entity in a particular jurisdiction) or more of the shares of stock entitled to vote for the election of Directors in the case of a Corporation or fifty per cent (50 %) (or such lesser percentage which is maximum allowed to be owned by a foreign entity in a particular jurisdiction) or more of the equity interests in case of any other type of legal entity, or status as a general partner in any partnership or any other arrangement whereby a Party controls or has the right to control the Board of Directors or equivalent governing body of a corporation or other entity.

#### 1. INTRODUCTION AND INTENT

A. DOA, RSSC, SKRAU, MPAUT and RAJUVAS share a mission for the achievement of excellence in research education and extension programs in agriculture and allied fields, are leading research and educational institutions of national importance in India engaged in conducting world-class research across a broad range of basic and applied sciences including biological sciences, genetics, agricultural biotechnology, crop improvement and breeding.

B. KSL is a leading commercial supplier of agricultural seed products nationally and internationally and has industry leading research, breeding and crop production programs in important food, feed and fuel crops that include Corn (Maize), Rice, Wheat, Pearl millet, Sorghum, Soybean, Sunflower, Safflower, Castor, Mustard, Pigeon pea, Chick pea, Green gram, Black gram and Cotton and vegetables (Tomatoes, Hot peppers, Brinjal, Okra and All Cucurbits)

C. DOA along with the State agricultural universities & authorities stated above and KSL desire to establish a collaborative research program in crop improvement and breeding, agricultural biotechnology, product development, production, promotion and distribution of seeds of various crop varieties/hybrids particularly pearl millet, corn, mustard, castor, soybean, green gram, black gram, fodder sorghum, arid/semi-arid legumes ("Program") to advance scientific knowledge, discover new genes and traits and develop new.

For Krishdhan Seeds Ltd.  
Authorized Signatory



Signature of Authorized Signatory  
Date: 21/11/18

biotechnologies, to enable the introduction and sale/availability of high-performing crops in the State of Rajasthan. The broad contributions of all the parties to this MOU are stated hereinafter. It is understood that DOA & the agricultural universities may undertake collaborative research programs with KSL, either as a consortium or as independent members thereof.

D. The MOU outlines the intent of the Parties and is intended to provide a framework for definitive agreements that will be negotiated by the Parties, the terms of which will govern the Program ("Definitive Agreements"). It is understood and agreed between the parties that any KSL entity including KSL Europe or any of its affiliates may enter into the Definitive Agreements.

## 2. CONDUCT OF THE PROGRAM

A. Under the Program, the Parties will identify and conduct collaborative research projects ("Research Projects") that are of interest to the parties. The research Projects are envisioned to be in such topic areas as:

i) Joint development of various seeds hybrids of commercial agricultural institutions based on parameters like yield, resistance to insects, diseases, environmental (biotic / abiotic) stresses such as water deficiency (drought) or cold.

ii) Breeding and development of crops having improved agronomic performance.

Library

iii) Development of silage in corn, pearl millet and sorghum in collaboration with RAJUVAS for which facilities will be created under RKVY scheme.

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iv) Establishment of pearl millet, corn, mustard, castor, soybean and pulses research centers on Governmental farms on mutually agreed terms.

v) Establishment of DNA finger printing facilities for testing varietal identity and purity.

B. The Programme envisages scientific exchanges including visits of farmers, officials, scientists and students to each Party's facilities and for various forms of training.

C. Publication of program results in scientific journals and meetings is envisaged after such disclosures are reviewed by the Parties for potential patent filing. The Parties will agree on procedures for facilitating publication and ensuring the filing of patents prior to any disclosures.



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Signature of J. P. Singh

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Signature of J. P. Singh

Signature of J. P. Singh

D. The Parties will establish a Program Management Committee (PMC) comprising technical representatives of the Parties, to manage and oversee the scientific aspect of the Program and Research Projects and activities related to the collaborative Research Projects, including visitor exchanges, training and publication. The PMC shall decide upon the Program components and it is the common understanding of the Parties that the Program may be undertaken either as a whole or in components or in parts thereof in accordance with the decision of the PMC.

E. The term of the Program initially should be for three years but may be extended by mutual agreement of the Parties.

F. Each Party will comply with all applicable laws, rules, guidelines and regulations in conducting its activities under the Program, including those relating to use and transport of materials and the protection of the environment.

### 3. CONTRIBUTIONS

A. Each party will contribute its expertise and resources to each Research Project with necessary approval to the Project Director/ICAR as per the applicable guidelines and without infringement of any third party Intellectual Property Rights as appropriate for the specific project and in accordance with the written research plan. In addition, each Party will make available to the other Party certain technology (materials and/or technical data) and other information that the supplying Party believes to be necessary for individual Research Projects (altogether, "Supplied Property"). The receiving Party will respect and protect the supplying party's Supplied Property.

B. KSL's contributions will include both cash funding and access to certain KSL resources and technology necessary for the Research Projects. It is envisioned that KSL's cash funding would be used by DOA to support in Research Projects and the training of students/personnel with Agriculture Universities, RAJUVAS and other related State authorities

More specifically the parties shall contribute to the programme as follows

a) SKRAU, Bikaner will conduct joint research and or sponsored research projects with KSL for pearl millet, wheat, mustard and arid legumes.

b) MPUAT, Udaipur will conduct joint research and or sponsored research projects with KSL for corn, soybean, castor, fodder sorghum and pulses.

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Authorized Signatory



*[Handwritten signatures and initials]*  
Sagar Das  
Anjan

c) RAJUVAS shall collaborate with KSL for the development and production of silage for corn, pearl millet, sorghum and groundnut (optional), etc. for assessing its nutritive values. It shall also collaborate its fodder production research and post-harvest training in fodder banking including complete feed, making of blocks etc and vegetables (Tomatoes, Hot peppers, Brinjal, Okra and All Cucurbits)

#### 4. INTELLECTUAL PROPERTY

A. Each Party owns its Supplied Property.

B. New data, information intellectual property and materials developed in the programme ("Program Results") will be owned by the Party, or Parties (as the case may be) that conceived, created or developed the Program Results, such that any Program Result conceived, created and developed solely by one Party will be owned by that Party and any Program Results conceived, created or developed jointly by any State University / Authorities and KSL will be jointly owned by the contributing Parties. Each Party will exclusively own its existing and developed germplasm, plant variety protection certificates and any other intellectual property related to that Party's respective proprietary plant varieties.

C. For Program Results that lead to the filing of patents, inventorship will be determined according to the laws of the country in which the particular patent application is filed.

D. It is envisioned that the Parties will file patent applications on new inventions developed in the Program. The Parties will discuss whether to file patents on new inventions. Upon KSL's agreement to file in or outside India, KSL will handle and manage, and pay all reasonable and necessary expenses for the drafting, filing, prosecution and maintenance of such patent applications and patents. Additional terms regarding patent prosecution and enforcement will be as per the Definitive Agreements.

E. The guidelines of the Biological Diversity Act 2002 of Govt. of India may be followed.

#### 5. RESEARCH AND COMMERCIAL RIGHTS OF THE PARTIES

The Definitive Agreement will specify each Party's rights to use Program Results. However, subject to protection of proprietary and shared intellectual property rights as may be agreed to between the parties, it is the intent of the Parties that:

A. Each Party will be able to use Program results for research purposes in their respective field of use and territory.

For Krishidhan Seeds Ltd.  
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Authorised Signatory

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S. Raju  
S. Raju

B. DOA, RAU, MPUAT, RAJUVAS and KSL will have a nonexclusive right to make use develop and sell seed, fodder and grain products resulting from the program in India.

C. KSL will have (i) the nonexclusive right to make use, develop and sell seed and grain products resulting from the Programme in India, and (ii) the exclusive right in make use develop and sell seed and grain products resulting from the Program in all countries of the world other than India; and

D. KSL will pay mutually acceptable fair and reasonable fee on products and commercializes using program Results that are covered by an applicable issued patent in which DOA or RAU or MPUAT or RSSC or RAJUAS has ownership.

#### 6. NON-BINDING NATURE OF THE MOU

The Parties acknowledge and agree that this MOU is not meant to be and is not legally binding and is only being provided to express the intent of the Parties to develop a collaborative partnership, to define the nature of the collaborative research Program, and to provide a framework for the contemplated Definitive Agreements, the terms of which will govern the Program and will be binding on the Parties. However, neither Party is under any obligation to enter into any agreement because of either this MOU or any statement or action of either Party prior to signing a Definitive Agreements. Execution of the Definitive Agreements will be subject to the approval and signature by authorized representatives of the Parties.

#### 7. OTHER TERMS

The Definitive Agreements will be executed for the agreed components of the Program between the relevant parties and shall contain other customary provisions including Confidentiality, Warranties, Disclaimers, Publicity, Export Control, Governing Law, Dispute Resolution, Termination and Assignment. KSL shall be entitled to execute separate Definitive Agreement for one or combination of different components of the Program.


#### 8. TIMELINE

This MOU is intended to provide a framework for the Parties' discussion leading to the Definitive Agreements and will be in effect for a period of three (3) year or until earlier terminated in part or full by either Party upon written notice of \_\_\_ days, or superseded by the Definitive Agreements signed by both Parties. The Parties agree to work diligently and in good faith to execute the Definitive

For Krishidhan Seeds Ltd.  
Authorized Signatory



Signature of S. Raju  
Signature of S. Raju  
Signature of S. Raju



Program Agreement by 1st Septm, 2010 2010. Any notice that is required to be served in terms of this MOU shall be deemed to be sufficiently and adequately served after four days from the date of dispatch by Registered Post and under Certificate of Posting or immediately if transmitted by E-mail of the parties concerned

The Parties have caused this Memorandum of Understanding to be executed by their respective authorized representatives.

For the Department of Agriculture,  
Government of Rajasthan

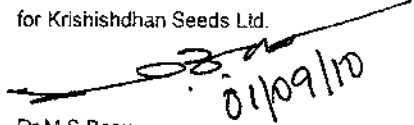
Title: Commissioner of Agriculture

For Krishidhan Seeds Ltd.

  
Name: O.G. Attal

Title : Director (Commercial)

for Krishidhan Seeds Ltd.

  
Dr. M. S. Basu

Title : Vice President - Product, R & D

  
Name: Gyans Ran

Title: Director, Horticulture

For the Department of Horticulture

Name: 

Title:

For the Swami Keshwanand Agriculture  
University, Bikaner

Name:

Title: Managing Director

For the Rajasthan State Seed Corporation:

  
Name: A.K. Gahlot

Title: V.C.

For the Rajasthan University of  
Veterinary and Animal Science, Bikaner

Name:

Title:

For the Maharana Pratap University of  
Agriculture & Technology, Udaipur

  
Name: S. R. MALOO

Title: Vice-Chancellor OR his nominee