

M 320875

Memorandum of Understanding

The Memorandum of Understanding (hereinafter referred to as "MOU") is made on Monday of August, 30<sup>th</sup> 2010 at Jaipur, Rajasthan between

The Department of Agriculture Government of Rajasthan (DOA) and Rajasthan State Seed Corporation (RSSC) along with Swami Keshwanand Rajasthan Agriculture universities (SKRAU), Bikaner and Maharana Pratap University of Agriculture and Technology, Udaipur (MPUAT) on the one part.

With

M/s DCM Shriram Consolidated Limited, a Company incorporated under the companies Act 1956, having its registered office at 5<sup>th</sup> Floor, Kanchunjunga Building, 18, Barakhamba Road New Delhi 110-001 together with its Affiliates (hereinafter DSCL)

The Rajasthan State Agriculture Department & Universities and DSCL hereinafter together may be referred to as the "Parties" and each individually as a "Party".

*[Handwritten signatures and initials]*

28 AUG 2010

क्रमांक

भुदाक का संख्या

कता का संख्या

पित का संख्या

कता का संख्या

मार्क

A. M. G. M. श्रीराम कोशिका

ला. स्टाम्प विक्रेता

27 AUG 2010

राजेश कुमार

ला. स्टाम्प विक्रेता

जी. एफ 417, बंगलौर स्कीम

रोक नं. 17 बी.के.आई. गायपुर

लाइसेन्स नं. 1/26

26 AUG 2010

The term "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 lesser 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 percent (50%) (or such lesser percentage which is the maximum allowed to be owned by a foreign entity in a particular jurisdiction) or more of the equity interests in the 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 their entity.

## 1. INTRODUCTION AND INTENT

The Parties have identified a common objective to increase farmers' income through increased adoption of superior technology, especially by small and marginal farmers of Rajasthan.

This can be achieved by providing quality inputs and services to the farmers available viz as under:-

- Good quality seed of early maturity millet and corn hybrids which are specially suited for drought prone areas of Rajasthan.
  - Extension services to educate and train the farmers on use the best agronomic practices to maximize economic returns.
- A. SAU's have excellence in research, education and extension programs in agriculture across a broad range of basic and applied sciences including biological sciences, genetics, agricultural biotechnology, crop improvement and breeding.
- B. DSCL is leading commercial supplier of agricultural seed products and has a State of Art research, breeding and seed production programs in important crops including corn (maize), millet, Bajra, Tur, mustard, cotton, among others.
- C. DOA along with the State agricultural universities & authorities stated above and DSCL desire to undertake a collaborative program in crop improvement and breeding, agricultural biotechnology, product development, production, promotion and distribution of various Seeds hybrids particularly Cotton ("Program") to advance scientific knowledge, discover new genes and traits and develop new 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

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MOU are stated hereinafter. It is understood that DOA & the agricultural universities may undertake collaborative research programs with DSCL either as a consortium or as independent members thereof.

- D. This 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 DSCL entity including any of its affiliates may enter into the Definitive Agreements

## 2. CONDUCT OF THE PROGRAM

A Under the Program, the Parties have identified to conduct collaborative projects ("Project") as to :

- i. To increase the adoption of superior technology by farmers of Rajasthan by sowing quality seeds, crop care management through quality fertilizer and by implementing the best agronomic processes;
  - ii. to under take research for developing superior hybrids / varieties of Bajra, Corn, Tur and vegetables which have high yield potential and are tolerant to drought and salinity stress to make them suitable for salinity and drought prone areas of Rajasthan. Specific projects for each crop will be developed in consultation with scientists from Rajasthan state agricultural universities;
  - iii. to develop the seed production potential in the state of Rajasthan by :
    - a) Expanding the hybrid seed production activity, Corn, Bajra, Cotton, Okra, Brinjal, Tomato etc. in the state of Rajasthan.
    - b) Train the farmers on various technical aspects related to production of hybrid seed and post harvest handling to ensure good seed quality.
    - c) Create state- of- the- art seed processing and seed storage infrastructure to support the seed production activity in Rajasthan.
- B. The Program envisages scientific exchanges including visits of farmers, officials and scientists and students to each Party's facilities and for various forms of training.

*Dr.*

*G. Varma*

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

- C. Publication of program results in scientific journals and meetings is envisaged after such disclosures are reviewed by the Parties for potential patent filling. The Parties will agree on procedures for facilitating publication and ensuring the filing of patents prior to any disclosure.
- D. Utilization of the comprehensive extension and agri inputs supplying centers named as Hariyali Kisan Bajar (HKB,s) to expand , supplement and strengthen the extension activities of the department of Agriculture. DSCL will provide soil testing facilities at selected HKBs, the department of Agriculture will subsidized soil testing fees to HKBs.
- E. The Parties will establish a Coordination Committee (CC) comprising of 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 CC 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 CC.
- 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 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

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receiving Party will respect and protect the supplying Party's  
Supplied Property.

3. DSCL's contributions will include access to DSCL's resources and technology necessary for the Research Projects.

- C. More specifically the parties shall contribute to the Program as follows:

1. SKRAU, Bikaner will conduct joint research and or sponsored research projects with DSCL for Corn, Cotton, Bajra, Tur and Vegetables.
2. MPUAT, Udaipur will conduct joint research and or sponsored research projects with DSCL for Corn, Cotton and Tur.
3. IIHTC Durgapura Jaipur will conduct joint training with DSCL for vegetables.

#### 4. INTELLECTUAL PROPERTY:

- A. Each Party owns its Supplied Property.
- B. New data, information intellectual property and materials developed in the Program ("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 Results 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 DSCL 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 filling 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

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whether to file patents on new inventions. Upon DSCL's agreement to file in or outside India. DSCL 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.
- B. DSCL will have (i) the nonexclusive right to make, use, develop and sell seed and grain products resulting from the Program in India, and (ii) the exclusive right to make, use develop and sell seed and grain products resulting from the Program in all countries of the world other than India: and

## 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.

*[Signature]*  
Manager

*[Signature]*  
P. P. Puri

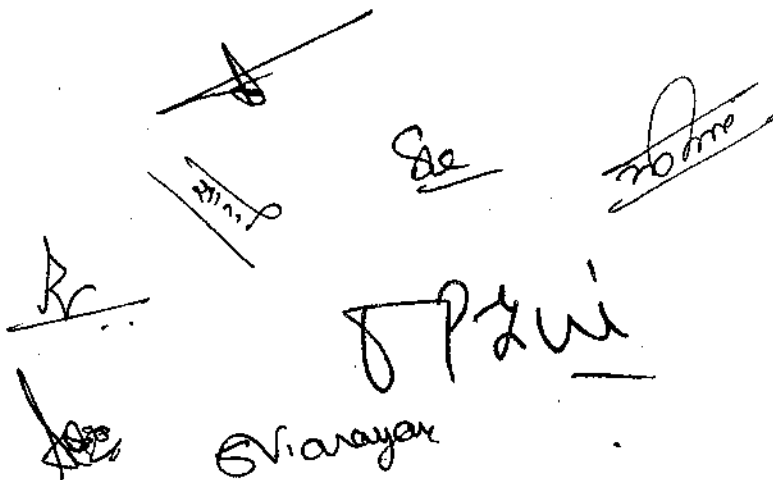
## OTHER TERMS

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, and Governing Law. Dispute Resolution, Termination and Assignment. DSCL shall be entitled to execute separate Definitive Agreement for one or combination of different components of the Program.

## 8. TIMELINE

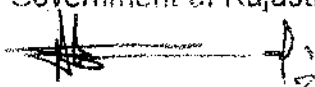
This MOU is intended to provide a framework for the Parties' discussion leading to the Definitive Agreements and will be in effect for a period of three years or until earlier terminated in part or full by either Party upon written notice, or superseded by the Definitive Agreements signed by both Parties. The Parties agree to work diligently and in good faith to execute the Definitive Program Agreement by Monday of 30<sup>th</sup> August, 2010.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands at the places and on the day, month and year mentioned above.


The block contains several handwritten signatures and initials. At the top left is a long diagonal line. In the center, there is a signature that appears to be 'A' with a line through it, and below it, the word 'Mina' written inside a box. To the right of this is the word 'See' and further right is 'Home' with a line through it. Below the 'A' signature is another signature that looks like 'K'. At the bottom center, there is a signature that appears to be 'P. L. W.' and below it, the word 'Viaraya'.



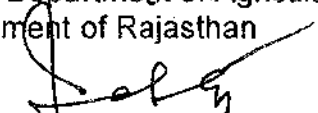
For the Department of Agriculture  
Government of Rajasthan

  
Name : Mr. S. Ahmed  
Title : Additional Chief Secretary


For DCM Shriram Consolidated Ltd.

  
Name : Dr. Sharad Kumar Singh  
Title : General Manager (Farm Solutions)

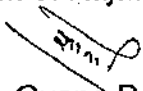
For the Department of Agriculture  
Government of Rajasthan

  
Name : Mr. J. C. Mohanty  
Title : Commissioner of Agriculture

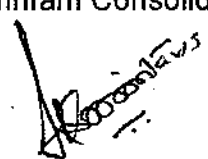
For DCM Shriram Consolidated Ltd.

  
Name : Mr. P. K. Kapoor  
Title : Manager (Farm Solutions), Raj.  
Jaipur

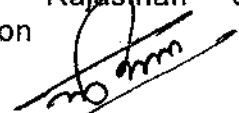
For the Department of Horticulture  
Government of Rajasthan

  
Name : Mr. Gyana Ram  
Title : Director Horticulture

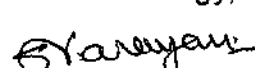
For DCM Shriram Consolidated Ltd.

  
Name : Dr. S. K. Srivastava  
Title : Manager (Farm Solutions), Raj.  
Jaipur

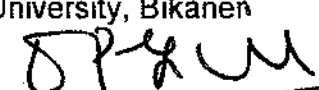
For the Rajasthan State Seed  
Corporation

  
Name : Y.M. Singhdeo  
Title : Managing Director

For the Maharana Pratap University of  
Agriculture & technology, Udaipur

  
Name : Dr. S. N. Sodani  
Title : Chief Scientist Bhilwara  
r/p of Vice Chancellor, MPUAT

For Swami Keshwanand Agriculture  
University, Bikaner

  
Name : Dr. O. P. Gill  
Title : Zonal Director (Res)  
ARS, Durgapura r/p of V.C. SKRAU,

