



सं. राज. RAJASTHAN

M 428672

Memorandum of Understanding for Public-Private Partnership between Government of Rajasthan, Advanta India Limited

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

The Department of Agriculture, Government of Rajasthan, (DOA)
The Department of Horticulture (DOH),
Rajasthan State Seed Corporation (RSSC);
Swami Keshwanand Rajasthan Agriculture University, Bikaner (SKRAU);
Maharana Pratap University of Agriculture & Technology, Udaipur (MPUAT), and
Rajasthan University of Veterinary and Animal Science, Bikaner (RAJUVAS).
Collectively referred to as State Agricultural Universities (SAUs), Rajasthan State Seed Corporation (RSSC)

And

Advanta India Limited, (A UPL Group of Company) incorporated under the Companies Act 1956, having its registered office at 8-2-418, 3rd Floor, "Krishnama House", Near Meridian School, Road no.7, Banjara Hills, Hyderabad-500 034 together with its Affiliates thereafter Advanta India Limited).

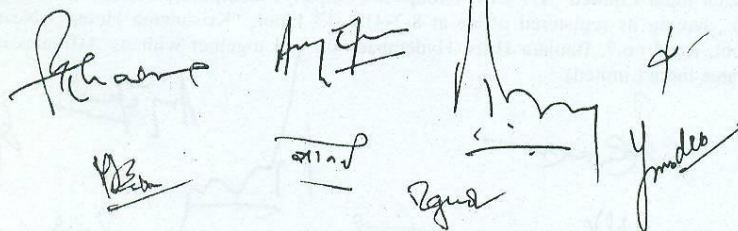
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In this MOU, DOA, RSSC, SKRAU, MPUAT, RAJUVAS and Advanta India Limited are collectively referred to as "Parties" and severally as the "Party"

The terms affiliate means and includes any Corporation, firm, limited liability Partnership, or other entity that directly or indirectly controls, or is controlled by or 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 more than fifty percent (50%) (of 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 or directly or indirectly, of the power to direct or cause the direction of the management and policies of such person whether through the ownership of securities, by agreement or otherwise or any other arrangement hereby 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, MPUAT 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. Advanta India Limited is a leading commercial supplier of agricultural seed products worldwide and has industry - leading research, breeding and crop production programs in important food, feed and fuel crops including corn (maize), soybean, pearl millet, fodder crop, sunflower, mustard, sorghum, cotton, vegetable crops among others.
- C. DOA along with the state agricultural universities & authorities stated above and Advanta India Limited desire to establish a collaborative research program in crop improvement and breeding agriculture biotechnology, product development, production, promotion and distribution of various Seeds hybrids particularly pearl millet, corn, mustard, sorghum, fodder crop & vegetable crops ("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 MOU are stated hereinafter. It is understood that DOA & the agricultural universities may undertake collaborative research that DOA & the agricultural universities may undertake collaborative research programs with Advanta India Limited, 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 Advanta India Limited entity including Advanta India limited, Advanta Seeds Limited or any of its affiliates may enter into the Definitive Agreements.



2. CONDUCT OF THE PROGRAM

Advanta India Limited is 100% focus on agriculture with business activities and a well established foot print in India. Advanta's local activities in India include Research & Development, Seed Production, Seed Processing, Packaging and Supply of quality seeds to Indian Farmers. The Scope of this MoU extends to Public Private Partnership for the following crops.

- Mustard: High Yielding Mustard Hybrid seeds
 - Maize: High Yielding Maize hybrids
 - Pearl Millets: High yielding Bajra hybrids
 - Forage crop: High yielding with high Nutritive value, Multi cut millet, Sweet Sorghum, SSG hybrid seeds and BMR Sorghum hybrid seeds
 - Vegetables: Varietals and hybrid vegetable seeds of Green Peas, Okra, Coriander, Cauliflower, Spinach, Carrot, Cabbage, Tomato and Chillies
- A. Under the Program the Parties will identify and conduct collaborative research projects ("Research Project") that are of interest to the Parties. The Research Projects are envisioned to be in such topic areas as:
- Joint development of various hybrids and their seeds of commercial agriculture crops based on parameters like yield, resistance/tolerance to insects, diseases and abiotic stresses such as water deficiency (drought) or cold.
 - Breeding and development of hybrids in different crops having improved agronomic parameter, yield and yield contributing parameters like maturity, nutritional quality, silage parameters in forage crops, pearl millet and sorghum, mustard in collaboration with SAUs, RAJUVAS for which facilities will be created under RKVY scheme.
- B. The program envisages scientific exchanges including visits of farmers, official 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 and 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 and disclosure.
- D. The Parties will establish a Program Management Committee (PMC) comprising a technical representatives of the Parties (including one representative from Advanta), to manage and oversee the scientific aspect to the program and Research Projects and activities related to the collaborative Research Project, 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.

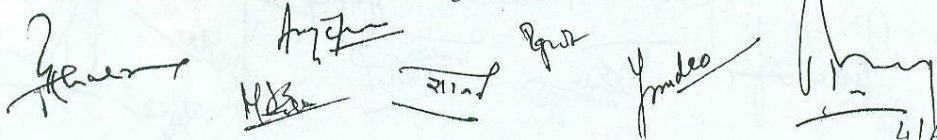
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3. CONTRIBUTIONS

- A. Each Party will contribute its expertise and resources to each Research Project with necessary approval of 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 and shall not disclose to any third party without the written consent of the supplier party.
- B. Advanta India Limited's contributions will include both cash funding and access to certain Advanta India Limited resources and technology necessary for the Research Projects. It is envisioned that Advanta India Limited's cash funding would be used by DOA to support the Research Projects and the training of students/personnel with Agriculture Universities, RAJUVAS, SAUs and other State authorities.
- C. RAJUVAS, SAUs and DOAH shall collaborate with Advanta India Limited for the development and Production for corn, pearl millet, rice, cotton, Mustard, Sorghum, Forage crops and Vegetable crops also for assessing its agronomic practices and other benefits along with nutritive value. It shall also collaborate its fodder production research and post - harvest training in fodder programs including complete feed, making of blocks etc.

4. INTELLECTUAL PROPERTY

- A. Each Party owns its Supplied Property.
- B. Existing Intellectual Property: All data, material, technology, information supplied by Advanta India for the purpose of this agreement shall be the property of the Advanta India and no party shall claim ownership over the same.
- C. New Intellectual Property: All new data, information, technology, materials developed jointly by any State Government or University or authority and Advanta India would be jointly owned. A perpetual, irrevocable and exclusive license shall be granted by such State Government or authority to Advanta India to use such data, information, materials as the case may be on mutually agreed terms and conditions.
- D. 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.
- E. For Program Results that lead to the filing of patents, inventor ship will be determined according to the laws of the country in which the particular patent application is filed.
- F. 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 agreement of file in or outside India, Advanta 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.



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

5. RESEARCH AND COMMERCIAL RIGHTS OF THE PARTIES

- A. The Definitive Agreement will specify each Party's rights to use Program results, 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:
- B. All Parties will be able to use Program results of Research Program and the parties also hereby agree to grant to Advanta India perpetual, irrevocable, non-exclusive license for any IPR developed from the program on agreed terms and conditions.
- C. DOA, SKRAU, MPUAT, RAJUVAS and Advanta India Limited will have a nonexclusive right use, develop and sell seed, fodder and grain products resulting from the Program with mutually acceptable terms and conditions.
- D. Advanta India limited will have (I) the non exclusive 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 products through it's own distribution channel or United Phosphorus Limited (UPL) resulting from the Program in all countries of the world other than India and within India.
- E. Advanta India Limited will pay mutually acceptable fair and reasonable fee on product commercializes using program Results that are covered by an applicable issued patent which DOA OR RAU OR MPUAT OR RSSC OR RAJUVAS has ownership.

6. NONBINDING NATURE OF THE MOU

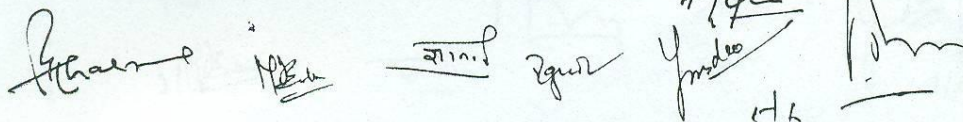
The Parties acknowledge and agree that this MOU is not meant to be and is not legally binding except for confidentiality and Intellectual Property clauses as mentioned above and is only being provided to express the intent of the Parties to develop a collaborative Partnership, to define the nature of 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 representative of the Parties.

7. OTHER TERMS

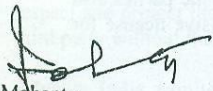
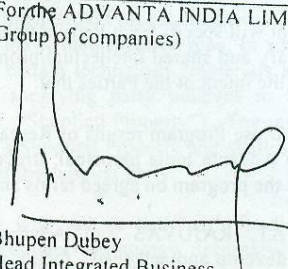
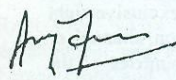
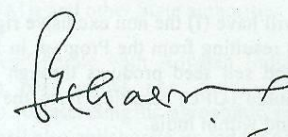
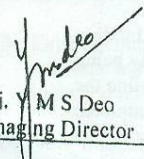
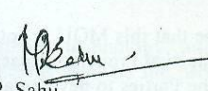
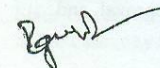
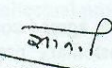
The definitive Agreements will be executed for the agreed components of the Program between the relevant parties and shall contain other customary provisions including confidentiality, Warranties, Disclaimers, Publicity, Export Control, Governing Law, Dispute Resolution, Termination and Assignment. Advanta India Limited 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 Agreement and will be in effect for a period of Three (3) year or until earlier terminated in part full by either Party upon written notice, or superseded by the Definitive Agreements signed and both parties. The Parties agree to work diligently and in good faith to execute the definitive program Agreement on 23rd day of September, 2010.



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

For Department of Agriculture  J C Mohanty Commissioner Agriculture	For the ADVANTA INDIA LIMITED, (UPL Group of companies)  Bhupen Dubey Head Integrated Business Signed in the presence of :
For the Rajasthan University of veterinary and Animal Science, Bikaner  Prof. A.K. Gehlot Vice Chancellor	 P.K. Sharma General Manager-S & M
For the Rajasthan State Seed Corporation  Shri. Y M S Deo Managing Director	For the Swami Keshwanand Rajasthan Agriculture University, Bikaner  Dr. M.P. Sahu, Director Research representative of Vice Chancellor
 Dr. P.K. Gupta Zonal Director, Research representative of Vice Chancellor, Maharana Pratap University of Agriculture & Technology, Udaipur	For Deptt. of Horticulture  Shri Gyana Ram Director of Horticulture