



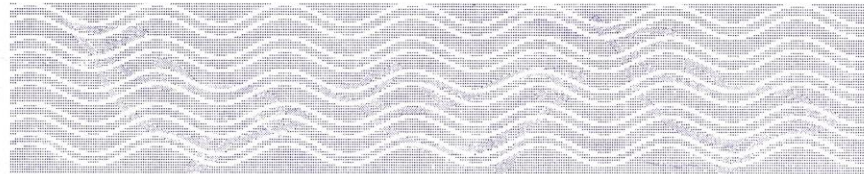
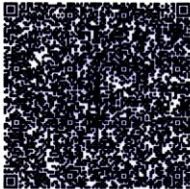
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**Government of Uttar Pradesh**



**e-Stamp**

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**Certificate Issued Date** : 09-Dec-2020 04:04 PM  
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**Unique Doc. Reference** : SUBIN-UPUP1416850424941117275946S  
**Purchased by** : ISHA AGRO SEIENCES PVT LTD  
**Description of Document** : Article 5 Agreement or Memorandum of an agreement  
**Property Description** : NA  
**Consideration Price (Rs.)** :  
**First Party** : ICAR INDIA INSTITUTE OF SUGAR CANE RESEAREH LKO  
**Second Party** : ISHA AGRO SEIENCES PVT LTD  
**Stamp Duty Paid By** : ISHA AGRO SEIENCES PVT LTD  
**Stamp Duty Amount(Rs.)** : 100  
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**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**ICAR-INDIAN INSTITUTE OF SUGARCANE RESEARCH  
RAIBARELI ROAD, P.O. DILKUSHA, LUCKNOW - 226 002**

**AND**

**Isha Agro Sciences Pvt Ltd,  
Sr.No 17/2C, Ashwamedh Bungalow, Near Mangalam Super Market,  
Ambedkar Chowk, Shahanu Patel School Road, Warje, Pune, Maharashtra**

**1. THE AGREEMENT**

**1.1 THIS AGREEMENT** made entered into this *30<sup>th</sup>* day of *Dec 2020* between

**ICAR-Indian Institute of Sugarcane Research, Raibareli Road, P.O. Dilkusha, Lucknow-226 002**, a constituent of the Indian Council of Agricultural Research, a Society registered under the Societies Registration Act (XXI of 1860), having its registered office at Dr.Rajendra Prasad Road, Krishi Bhavan, New Delhi-110114 (herein after called COUNCIL which expression shall where context so admits include its successors and permitted assigns) of the one part and , **Isha Agro Sciences Pvt Ltd , Sr.No 17/2C, Ashwamedh Bungalow, Near Mangalam Super Market, Ambedkar Chowk, Shahanu Patel School Road, Warje, Pune** a COMPANY (herein after called CONTRACTING PARTY which expression shall where context so admits include its successors and permitted assigns) of the second part.

## 1.2 DEFINITIONS

The agreements are general in nature wherein the particular Institute has been generally referred to as "ICAR (IISR)" and the client as "CONTRACTING PARTY"

## 1.3 PREAMBLE

WHEREAS THE CONTRACTING PARTY is seeking to get "**Bio-efficacy and evaluation of fertilizer – PSAP (Potassium salt of active phosphorus) in sugarcane Plants and Ratoon crop**" at Centres of AICRP on Sugarcane, ICAR-IISR, Lucknow (Uttar Pradesh) from **January 2021 to March 2023**. WHEREAS **Indian Institute of Sugarcane Research** (hereinafter called the IISR) has the expertise in field of research in Sugarcane has agreed to undertake the conducting field trials on bio-efficacy and evaluation of fertilizer – **PSAP (Potassium salt of active phosphorus)** in sugarcane crop at ICAR- IISR, Lucknow (Uttar Pradesh) from **January 2021 to March 2023** to the agreement (hereinafter called the PROJECT), on the basis of sponsored contract-Service.

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

## 1.4 SCOPE OF AGREEMENT

The agreement details the terms and conditions, financial agreements, Intellectual Property Rights, Responsibilities and Obligations of the CONTRACTING PARTY and the ICAR (IISR) pertaining to the project.

## 1.5 FINANCIAL AGREEMENTS

In consideration of the work to be carried out for the CONTRACTING PARTY by Centres of AICRP (S), ICAR -IISR, the CONTRACTING PARTY shall pay to ICAR (IISR) subject to deduction of statutory taxes (TDS etc.) as follows:

<b>Sr. No.</b>	<b>Crop</b>	<b>Fertilizer</b>	<b>Total Testing fee to be paid to ICAR-IISR, Lucknow</b>
1.	Sugarcane	<b>PSAP</b> (Potassium salt of active phosphorus.) (Stress alleviator and activator)	<b>Rs. 25,00,000/-</b> @ Rs. 1.00 lakh/centre/year for each AICRP Centre and Rs. 5.0 lakh for Project Coordination Unit, AICRP on Sugarcane for the monitoring of the experiment

Rs. 15,00,000/- (Rupees Fifteen lakh only) may be disbursed to ICAR-IISR, Lucknow before signing the MoU and the remaining Rs, 10.00,000/- (Rs. Ten lakh only) may be disbursed to IISR, Lucknow before the start of the next season.

## **1.6 MODALITIES OF CONTRACT**

- 1.6.1 The respective responsibilities of ICAR (IISR) and the CONTRACTING PARTY and schedule of fulfillment thereof shall be as per the agreement. The period of completion or work could, however, be extended to such further period as may be mutually agreed in writing between the parties.
- 1.6.2 ICAR (IISR) and the CONTRACTING PARTY shall jointly identify location for carrying out said experiment and mutually agreed to conduct at experimental field of Centres of AICRP (S), ICAR-IISR, Lucknow and draw up protocols for such trials. The ICAR (IISR) and the CONTRACTING PARTY shall co-operate with each other to carry out trials as per the protocols drawn up.

## **1.7 RESPONSIBILITIES OF ICAR (IISR)**

- 1.7.1 ICAR (IISR) shall undertake the work on the project as per schedule of work. The experiment will start after receiving of the payment.
- 1.7.2 ICAR (IISR) shall complete the PROJECT including submission of the final Report within three months of trial completion.
- 1.7.3 This period of completion of Project could, however, be extended to such further periods as may be mutually agreed to between the parties without any liability on the part of the ICAR-IISR. The ICAR (IISR) will submit first cropping report by March, 2022 and final detailed report on the PROJECT after sugarcane crop to the contracting party within three months of trial completion (June 2023), Unless mutually agreed otherwise, any extension of the period of Project completion shall be considered as material breach of the MOU.
- 1.7.4 That the fertilizer – **PSAP** (Potassium salt of active phosphorus) in sugarcane crop so provided shall be strictly used for the purpose of testing and trials only and no other purpose.
- 1.7.5 Not to share the details technical knowhow and all such allied information pertaining to the fertilizer – **PSAP** (Potassium salt of active phosphorus) in sugarcane crop so provided by the CONTRACTING PARTY with any third party without prior permission of CONTRACTING PARTY.
- 1.7.6 To share the trial result including all intermediate results with CONTRACTING PARTY.
- 1.7.7 The ICAR (IISR) shall not be responsible for any damage or failure of trial due to weather or unforeseen circumstances during course of or consequent to the contract research being provided.
- 1.7.8 The ICAR (IISR) shall not, at any time make claim in any license, proprietary interest in CONTRACTING PARTY's intellectual property rights in the fertilizer- **PSAP** (Potassium salt of

active phosphorus) in sugarcane crop, the composition, knowledge associated with and inherent in it.

1.7.9 The result of this work should not be considered by the CONTRACTING PARTY as the recommendation of the Institute.

## **1.8 RESPONSIBILITIES OF THE CONTRACTING PARTY**

1.8.1 The CONTRACTING PARTY shall provide all the basic input available with it to the INSTITUTE for fulfillment of the research under the agreement.

1.8.2 The equipment/instrument/hardware etc., purchased at the cost of CONTRACTING PARTY shall remain the property of the ICAR (IISR) after completion of the PROJECT.

1.8.3 The CONTRACTING PARTY may permit the ICAR (IISR's) duly authorized officials at all convenient times to enter into and upon any premises of the CONTRACTING PARTY where PRODUCT manufactured as aforesaid may be stored or manufactured and sold under this license for the purpose of inspecting the same and the manner of manufacture thereof and generally to ascertain that the provisions of this agreement are being complied with.

1.8.4 During the tenure of this agreement, the CONTRACTING PARTY shall disclose to ICAR (IISR) any improvement/ notification made on the PRODUCT/KNOWHOW.

1.8.5 Fulfillment of all procedural, legal, commercial requirements for the undertaking implementing the result of the PROJECT shall be the responsibility of the CONTRACTING PARTY.

## **1.9 OWNERSHIP OF PROTOTYPES**

The ownership of prototypes/products that may be produced during the sponsored grant-in aid research shall be the property of CONTRACTING PARTY.

## **1.10 Completion**

1.10.1 The PROJECT shall be deemed to have successfully completed on submission of the final Report as fulfillment of responsibilities to the agreement by the ICAR (IISR) and CONTRACTING PARTY.

1.10.2 The PROJECT shall be deemed to have successfully completed on satisfaction of criteria (expected outcome of the project as per the objective of the technical programme) mutually agreed by the contracting parties.

## **2. RESULT OF PROJECT**

2.1 If any publication arises from this work, it will be in the name of ICAR-IISR, wherein it will be duly acknowledge that the work has been carried out at ICAR (IISR) under the sponsorship of

CONTRACT PARTY and same shall be done after the successful registration of the Project in India.

## 2.2 CONFIDENTIALITY

During the tenure of the agreement and one year thereafter, both ICAR-IISR AND THE CONTRACTING PARTY undertake on their behalf or their representatives to maintain strict confidentiality and prevent disclosure thereof, of all the Information and data exchanges generated pertaining to work under this agreement for any other than in accordance with the agreement. Both parties, however, retain the right to use the R&D results generated during the PROJECT for its own R&D programmes without obligation to the other.

## 2.3 UTILIZATION OF INTELLECTUAL PROPERTY DEVELOPED

During the work envisaged under the agreement in the event of AICRP (S), ICAR (IISR) Scientist exploring, inventing, or discovering results other than the specific objectives of the PROJECT ICAR (IISR) shall retain absolute rights on such results. INSTITUTE shall first give results to the CONTRACTING PARTY on negotiated terms entering into a separate agreement [In case the CONTRACTING PARTY does not accept the offer, INSTITUTE shall be free to negotiate the release of such results to other parties without any obligations to CONTRACTING PARTY].

## 2.4 FORCE MAJURE

Neither party shall be held responsible for non-fulfillment of their respective obligations under this agreement due to the exigency of one or more of the force majeure events such as 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 write to the other party within one month of such occurrence or cessation. If the force conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

## 2.5 EFFECTIVE DATE, DURATION, TERMINATION OF THE AGREEMENT

2.5.1 The agreement shall be effective for two complete seasons.

2.5.2 The agreement shall be deemed to expire on completion of the period, as in provision unless extended by both the parties.

2.5.3 During the tenure of the agreement, parties can terminate the agreement either for breaches of any, the terms and conditions of this agreement or otherwise by giving one month notice in writing to the defaulting party. Failure of either party to terminate the agreement on account of

breach of default by other shall not constitute a waiver of that party's right to terminate this agreement.

2.5.4 In the event of termination of the agreement vide provision 2.5.3 the rights and obligations of the parties there to shall be settled by mutual discussions; the financial statement shall take into consideration not only the expenditure incurred but also the expenditure committed by the ICAR (IISR).

2.5.5 In the event of termination of the agreement due to the breach of ICAR (IISR) or without any fault of the CONTRACTING PARTY, the CONTRACTING PARTY shall not be entitled for refund of contract fee paid in advance to ICAR (IISR).

2.5.6 The agreement arrived at between the parties hereto for utilization of intellectual property shall survive the termination of the agreement.

## **2.6 NOTICES**

All notices and other communications required to be served on the CONTRACTING PARTY under the terms of this agreement, shall be considered to be duly served if the same shall have been delivered to, left with or posted by registered mail to the CONTRACTING PARTY at the address mentioned in the agreement. Similarly, any notice to be given to the Institute shall be considered as duly served if the same shall have been delivered to, left with or posted by registered mail to the Directorate at its registered address at Lucknow, mentioned herein.

## **3. AMENDMENT OF THE AGREEMENT**

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

### **3.1 ASSIGNMENT OF THE AGREEMENT**

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

### **3.2 ARBITRATION**

Any dispute arising out of operation of the MOU shall be settled through mutual consultations and agreement. On failure of mutual agreement, the final decision will be that of an arbitrator decided mutually by the Parties and the arbitration proceedings shall be done in accordance with Arbitration & Conciliation Act, 1996 (as amended up to date) India. The venue of arbitration shall be at Lucknow, India

This MOU shall be governed by and construed and enforced in accordance with the laws of India. Both parties expressly consent to the jurisdiction of the courts located in Lucknow to the exclusion of all other courts.

In witness where off, the parties hereto caused this instrument to be executed as the day, month and the year indicated below:


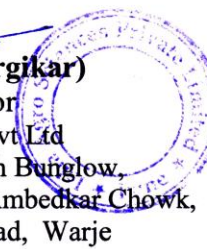
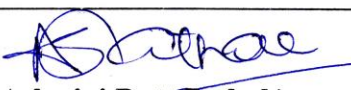
Date: 30<sup>th</sup> December 2020

For and on behalf of

  
For and on behalf of

**CONTRACTING PARTY**

**INSTITUTE**

 <b>(Prashant P. Naandargikar)</b> Founder Director Isha Agro Sciences Pvt Ltd Sr. No. 17/2C, Ashwamedh Bungalow, Near Mangalam Super Market, Ambedkar Chowk, Shahanu Patel School Road, Warje <b>Pune, Maharashtra</b> 	 <b>(Dr. Ashwini Dutt Pathak)</b> Project Coordinator, AICRP on Sugarcane & Director ICAR - Indian Institute of Sugarcane Research Raebareli Road, P.O.- Dilkusha <b>Lucknow 226 002, Uttar Pradesh</b>
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**Witness :**

1. <u>Kaveendra Srivastava</u> <u>Kikineri</u> <u>territory Manager</u> <u>28/12/20</u> <u>Isha Agro Sciences Pvt Ltd</u> 2. <u>Shaila</u> <u>Shalkhane</u> <u>Coordinator -DSC</u> <u>28/12/20</u> <u>Isha Agro Sciences Pvt Ltd</u>	1. <u>Amranta A.K. Sharma A.O.</u> <u>IISR, Lucknow</u> 2. <u>T.K. Srivastava</u> <u>P.Sci. (Agronomy)</u>
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