

Memorandum of Understanding (MoU)
for
evaluation and use of PAU developed Ogura CMS based mustard hybrids and fixed parental lines

This **MOU** is made on -----this day of ----- 2016

BY AND BETWEEN

Punjab Agricultural University (PAU) a premier institution dealing in basic, applied and adaptive research to seek appropriate solutions to emerging problems, develop effective mechanism for technology transfer and to develop technologies for supporting growth of agro-based industries, having its Office at Ludhiana-141 004, Punjab, hereinafter referred to as **UNIVERSITY** through its authorized signatory, of the **FIRST PART**.

AND

ABC, a Company having its registered office at _____ hereinafter referred to as **COMPANY**, through its authorized signatory, of the **SECOND PART**

RECITALS:

- a) **WHEREAS UNIVERSITY** supports research programmes towards quality and productivity improvement in mustard crops including development of mustard hybrids

WHEREAS UNIVERSITY confirms that they are having Ogura CMS system and its restorers in the Mustard background and have a mustard hybrid development program.

WHEREAS UNIVERSITY further confirms that they are in possession of fixed CMS (A) lines in Ogura cytoplasm background and its fixed restorer (R) lines and two each of these 'A' and 'R' lines can be shared with **COMPANY** on signing of agreement with **UNIVERSITY**.

- b) **WHEREAS COMPANY** is actively involved in agricultural research and hybrid seeds business with activities in India in field and vegetable crops.

WHEREAS COMPANY has breeding programs in multiple field and vegetable crops

- c) **WHEREAS COMPANY** and **UNIVERSITY** are desirous of getting into an agreement for the following purposes:

- Mustard hybrids developed by **UNIVERSITY** can be incorporated into **COMPANY** product evaluation network and **COMPANY** can test these hybrids extensively in replicated multi-location trials which would help to understand the unique value propositions of the hybrids.

- Once hybrids with commercial potential are identified by **COMPANY**, a separate commercial agreement on mutually agreeable terms will be developed.
- Every year **UNIVERSITY** shall provide 30 high-yielding – based on performance data or otherwise - differentiated mustard hybrids in terms of oil content, oil quality, duration, defensive traits, seed size, seed colour etc. These hybrids shall be evaluated by **COMPANY** in research trials. **UNIVERSITY** shall also provide 10 fixed ‘A’ lines for evaluation by **COMPANY**. **The hybrids and fixed ‘A’ and ‘R’ lines are shared on a non-exclusive basis.**
- Every year **UNIVERSITY** shall provide 3 high yielding hybrids for direct pre-commercial level testing of **COMPANY** in multiple locations across mustard-growing areas of India.
- Phase I collaboration shall be for a period of five years and **COMPANY** shall pay **INR Five Lakhs** annually upon signing of the agreement and every year thereupon on or before handing over the seeds of 30 hybrids.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. RESPONSIBILITIES OF UNIVERSITY:

- **UNIVERSITY** shall supply 30-40g seeds of 30 ogura-based mustard hybrids annually, as per description in recitals ‘c’. Seeds shall be handed over to **COMPANY** every year during the collaboration by the third week of September. These hybrids will meet all normal seed quality standards, including germination and genetic purity, for conducting the research level yield performance trials by **COMPANY**.
- **UNIVERSITY** shall also supply 2-3kg seeds of 3 mustard hybrids as per recital ‘c’ to **COMPANY** for evaluation at pre-commercial level by the third week of September. During the first year, these hybrids shall be selected by **UNIVERSITY**. In subsequent years, these may be selected by **COMPANY**, based on yield performance data of the hybrids provided for research level testing, and/or based on performance data generated by **UNIVERSITY**.
- **UNIVERSITY** shall provide seeds of two fixed Ogura ‘A’ lines and two fixed Ogura ‘R’ lines during the first year of agreement on a non-exclusive basis for use in **COMPANY** breeding program. These lines as well as their derived lines shall remain the property of **UNIVERSITY** till their genomic contribution is greater than 3.125%.
- **UNIVERSITY** shall provide seeds of 10 fixed ‘A’ lines annually during the period of collaboration for evaluation by **COMPANY**.

2. RESPONSIBILITIES OF COMPANY:

- **COMPANY** shall conduct the trials on its own, in the main growing season starting from 2016-17 in consultation with the scientists at **UNIVERSITY** who have been involved with the development and field performance assessment of the hybrid. The details of the trial will be shared with **UNIVERSITY** and its representative can visit the trial as per agreed schedules.
- After evaluation of **UNIVERSITY** hybrids supplied for pre-commercial stage testing, **COMPANY** shall inform **UNIVERSITY** of intent to commercialize any of the hybrids and enter into a binding commercial licensing agreement. After evaluation of **UNIVERSITY** hybrids supplied for research level testing, **COMPANY** shall inform **UNIVERSITY** about seed requirement for pre-commercial stage testing based on their performance.
- **COMPANY** shall evaluate the A lines shared annually by **UNIVERSITY** for sterility and combining ability. If **COMPANY** has any further interest in any of the 'A' lines, it shall engage with **UNIVERSITY** to discuss terms of access of the A/B pair.
- **COMPANY** shall not seek ownership, patent protection or any other intellectual property right in respect of **UNIVERSITY** germplasm, materials and related information accessed from **UNIVERSITY**, either in India or elsewhere. The **IPR** of material shall be with the **UNIVERSITY**.
- **COMPANY** will not exchange or share the **UNIVERSITY** materials (hybrids, parental lines, germplasm & related information) with any other company/institution.
- **COMPANY** will not take the material out of the country for any purpose and evaluate/use the material only within the country.
- Mandatory permission from the National Biodiversity Authority (NBA) shall be obtained by the **COMPANY**, if required, prior to signing MoU with **UNIVERSITY**.

3. RESPONSIBILITIES OF UNIVERSITY AND COMPANY

- List of mustard hybrids along with quantity of seed provided by **UNIVERSITY** will be added in the form of a date-stamped appendix to the agreement every year with the signatures of representatives of both the parties.
- All the research information shared by **UNIVERSITY** with **COMPANY** will remain intellectual property of **UNIVERSITY** and will be covered under strict confidentiality norms, binding to both the parties and their employees. **COMPANY** will retain ownership of the data it generates on **UNIVERSITY** hybrids.

4. Either party shall be entitled to terminate this **MOU** by serving a notice of 90 (Ninety) days in advance in writing to the other party. In case of breach of terms by either party, the **MOU** shall be terminated within 30 days from the date of receipt of letter in writing from the affected party. In the event of premature termination of agreement, **COMPANY** undertakes to return all the derivative germplasm if the genomic contribution of a **UNIVERSITY** line is greater than 3.125%. All the announced genetic stocks (disease resistance, quality, crop architecture etc), exclusive to **UNIVERSITY**, will revert back to **UNIVERSITY** unless a separate agreement is negotiated for their continued usage by **COMPANY**.
5. This understanding embodies the entire understanding and obligations of the parties and overrides/supersedes any prior promises, representations, understandings or implications made or entered into before the signing of this understanding.
6. The waiver by either party of any breach of any provision hereof shall not be construed to be a waiver of any subsequent breach of such provision or a waiver of the provision itself.
7. Any modification to the terms and conditions can be done with mutual consent of both parties with a supplementary **MOU**.

8. ARBITRATION & JURISDICTION

- In case of any dispute, the matter would be settled through arbitration by referring to Arbitration Committee consisting of 2-members where a member each to be nominated by the Vice-Chancellor, PAU and chairman of the **COMPANY**. If the amicable settlement fails, the said dispute shall be subject to the exclusive jurisdiction of Courts in Ludhiana.

IN WITNESS WHEREOF the aforesaid the Parties do hereby put their signatures and execute the Memorandum of Understanding with free and full consent on this day, date and year first mentioned above.

Signed for and on behalf of

Signed for and on behalf of

Punjab Agricultural University

COMPANY

Witnesses:

Witnesses:

1.

1.

2.

2.