

MoU with M/s Natural Life Sciences,  
Sarsa for approval

# ANAND AGRICULTURAL UNIVERSITY

ANAND – 388 110

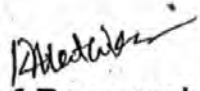
Read: Minutes of 50<sup>th</sup> Meeting of Board of Management held on 02.05.2019  
vide item No. 50.8

## NOTIFICATION

It is hereby notified to all concerned that the 50<sup>th</sup> Meeting of Board of Management held on 02.05.2019 vide item No. 50.8 has resolved as under:

"As per the recommendation of the 11<sup>th</sup> Agricultural Research Council, draft MoU (Annexure-A) with M/s Natural Life Sciences, Sarsa for Bio NPK-Liquid Biofertilizer Technology Commercialization is approved for signing and implementation at AAU, Anand"

NO. AAU / DR / T-3 / 1473 / 2019  
Date: 01.06.2019  
63

  
Director of Research &  
Dean P.G. Studies

Copy F.W.Cs. to;

1. All Members of Board of Management of this University.
2. All Officers of this University.
3. All Deans / Associate Deans of this University.
4. All Unit / Sub Unit Officers of this University.
5. Registrar, Anand Agricultural University, Anand

Copy to;

1. PS to Hon'ble Vice Chancellor, Anand Agricultural University, Anand
2. All Branches of this Section.
3. Dean / Principal, B. A. College of Agriculture, AAU, Anand
4. Professor & Head, Dept. of Agril. Microbiology. B. A. College of Agriculture, AAU, Anand for information and necessary action

# Annexure - A

## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MoU) is made on this ..... day of month....., Two Thousand and Eighteen By AND BETWEEN Anand Agricultural University established and incorporated by Gujarat Act No. 5 of 2004 (Gujarat Agricultural University Act 2004) having its registered office at Anand-388110 hereinafter referred to as "AAU, Anand" the ONE PARTY.

AND

M/s Natural Life Sciences an ISO 9001 : 2008 Certified company established and incorporated under Udhog Adhar (MSME) during 2014 having its registered office address Survey No. 924, Sarsa Khanpur Road, At. Sarsa, Ta. Dist Anand, Pin No-388365 Gujarat (India), the SECOND PARTY

WHEREAS M/s Natural Life Sciences, Sarsa being desirous of commercializing and transferring to end user, Bio NPK-Liquid biofertilizer Technology developed by Department of Microbiology, B. A. College of Agriculture, AAU, Anand from the date of signing this MoU by the Anand Agricultural University on non exclusive basis.

This Memorandum of Understanding (MoU) defines the role and responsibilities of the participating agencies, monitoring and other matters related to commercializing Bio NPK Liquid biofertilizer Technology (As per published in Indian patent journal, No. 50/2014, 12/12/2014) to end user and transferring Technology to M/s Natural Life Sciences, Sarsa from AAU. The training will be provided by the Dept of Microbiology, AAU to persons nominated by M/s Natural Life Sciences, Sarsa.

NOW THE PARTIES HERE TO AGREE AS FOLLOWS:

- 1.0 Role of M/s Natural Life Sciences, Sarsa
  - 1.1 To act as an ethical business partner in commercializing and transferring to end user, Bio NPK-Liquid biofertilizer Technology from AAU to M/s Natural Life Sciences, Sarsa
  - 1.2 The technology commercialization for subsequent transfer to end user would also involve scientific, technical and other professional advice to be provided to M/s Natural Life Sciences, Sarsa, purely on the basis of available expert knowledge. M/s Natural Life Sciences, Sarsa has to ensure that the skills which its employees learn from AAU as a part of technology transfer cannot be transferred to any third party.
  - 1.3 The technology commercialization for subsequent transfer to end user will involve minimal use of AAU machines/instruments. The concerned scientist(s) will help in identifying the various vendors/suppliers for various machines and instruments to be purchased by M/s Natural Life Sciences, Sarsa. However, there is no binding on M/s Natural Life Sciences, Sarsa to buy from the same vendor(s)/supplier(s) but it should confirm to the specifications as laid down by the concerned scientist(s).
  - 1.4 To allow AAU to check the status of technology commercialization and transfer to end user from time to time.
  - 1.5 To pay the entire technology commercialization fee Rs. 15 lakhs + all applicable GOI/GOG taxes etc. to the AAU on the day of signing MoU by DD/Cheque in favour of AAU **Revolving Fund Account** payable at Anand. The DD/Cheque should be of nationalized bank only. The technology transfer fee once paid will not be refunded even if M/s Natural Life Sciences, Sarsa decides to drop the technology commercialization assignment at any time before its completion.
  - 1.6 The number of visits of concerned scientist from AAU to M/s Natural Life Sciences, Sarsa would be once in two months only at M/s Natural Life Sciences, request. M/s Natural Life Sciences will provide transport vehicle and local hospitality. M/s Natural Life Sciences persons can visit AAU to get guidance from time to time. If M/s Natural Life Sciences, Sarsa desires for additional visits of AAU Scientist, then the same should be conveyed to the University at least one week in advance. Such visits will be on mutual consent.

## 2.0 Role of AAU Anand

2.1 To provide detailed production technology (with set up process) of Bio NPK-Liquid biofertilizer Technology for *Azotobacter*, *Azospirillum*, Phosphate/Potash Solubilizer (*Bacillus spp*) with effective consortia Mother Cultures through its Department of Microbiology.

2.1.1 To ~~provide~~ all consortia member Mother Cultures free of cost as and when required by M/s Natural Life Sciences, Sarsa

2.1.2 The efficiency characters of the cultures covered under FCO need to be specified in FCO- Fertilizer Control Order.

2.1.2.1 The Production technology for producing Bio NPK-Liquid biofertilizer should be as per FCO specifications for the said cultures.

2.1.2.2 To provide technical support for FCO specifications at present as per the requirement.

## 3.0 Duration of MoU

3.1 This MoU will remain in force for a period of one year from the date of signing by both the parties and can be extended for another one year by mutual consent of both the parties but not mandatory.

## 4.0 Secrecy

4.1 It is hereby agreed that no data/information/cultures or skills which the staff of M/s Natural Life Sciences, Sarsa learn from AAU shall be transferred to any third party.

## 5.0 Fees

5.1 The fees for the present transfer of technology under this MoU will be Rs. 15.00 lakhs + all applicable GOI/GOG taxes etc.

## 6.0 Arbitration

6.1 In the event of any question, dispute, difference arising what so ever between the parties to this agreement in execution of the agreement or otherwise, shall be referred to an arbitrator to be appointed by mutual consent of both the parties here in. If the parties do not agree on the appointment of arbitrator within a period of two months from the notification by the one party to the other of existence of such dispute, then the arbitrator shall be appointed by AAU, Anand.

## 7.0 Transfer of Technology

7.1 The technology will be commercialized on non exclusive basis. Further, transferring the technology to any third party other than MoU party by M/s Natural Life Sciences, Sarsa is not allowed. Any act of such subsequent transfer of Bio NPK-Liquid Bio fertilizer technology by M/s Natural Life Sciences, Sarsa will account to breach of trust.

7.2 Methodology to be shared with operation and maintenance (O&M) operator and training their technocrats, O&M operator and M/s Natural Life Sciences, Sarsa will have to assure for confidentiality of methods of production and cultures by undertaking on legal stamp for safety of both the organizations.

## 8.0 AAU Brand Name

8.1 M/s Natural Life Sciences, Sarsa has to mention a line of credit "A technology by AAU, Anand" forever on the packing of the product manufactured with the technology commercialized under this agreement and to be sold in the market.

## 9.0 Training

9.1 Three technicians / technocrats who will be involved in the production process at M/s Natural Life Sciences, Sarsa will be trained at AAU Biofertilizer Laboratory at Department of Microbiology, BACA, Anand for maximum of 20 days including Sundays and holidays during University official working hours. Food and accommodation would be provided on nominal charges.

## 10.0 Certifications

10.1 Acquiring environment and safety as well as other certifications, as per FCO like production, storage and selling licenses for Bio-NPK fertilizers will be the responsibility of the M/s Natural Life Sciences, Sarsa.

## 11.0 Quality

11.1 The other party has to maintain the quality of the product manufactured as per the FCO norms ~~1985~~ amended in 2010 and 2014. If the product does not adhere to the specified quality, it cannot be marketed.

## 12.0 Governing Law

12.1 This agreement shall be governed by the law of India for the time being in force and no amendment can be made in this MoU without the mutual agreement of both the parties. IN WITNESS the parties here to have signed, sealed and delivered this agreement on this .....day of Month .....and Year Two Thousand and Eighteen.

### Signature:

Director  
M/s Natural Life Sciences, Sarsa

Director of Research & Dean PG Studies  
Anand Agricultural University  
Anand

### Witnesses

1.

2.

### Witnesses

1.

2.