MoUs for approval

ANAND AGRICULTURAL UNIVERSITY

ANAND – 388 110

Read: Minutes of 47th Meeting of Board of Management held on 10.04.2018 vide item No. 47.27

NOTIFICATION

It is hereby notified to all concerned that the 47th Meeting of Board of Management held on 10.04.2018 vide item No. 47.27 has resolved as under:

"The Board of Management approved two MoUs (Annexure-A) with regards to technology transfer of Bio NPK – Liquid Biofertilizer to Gujarat State Co-operative Marketing Federation Ltd. (GUJCOMASOL), Navrangpura, Ahmedabad and M/s Margosa Biogrow India Pvt. Ltd, Sayajigunj, Vadodara for signing and implementation at AAU, Anand."

NO. AAU / DR / T-3 / 830 / 2018
Date:02.05.2018
04

Director of Research &
Dean P.G.Studies

Copy F.W.Cs. to;

1. All Members of Board of Management of this University.
2. All Members of Agricultural Research Council of this University.
3. All Officers of this University.
4. All Deans / Associate Deans of this University.
5. All Unit / Sub Unit Officers of this University.
6. 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. S.O. File.
4. Dean / Principal, B.A.College of Agriculture, AAU, Anand
5. Professor & Head, Dept. of Microbilogy, BACA, AAU, Anand for information and necessary action.

Annexure - A

Sr. No.	Name of organization	Main Area
1.	Gujarat State Co-operative Marketing Federation Ltd. (GUJCOMASOL), Navrangpura, Ahmedabad (Annexure-A (1))	Technology transfer of Bio NPK-Liquid Biofertilizer
2.	M/s Margosa Biogrow India Pvt. Ltd, Sayajigunj, Vadodara (Annexure-A(2))	Technology transfer of Bio NPK-Liquid biofertilizer

Appendix - A(1)

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MoU) is made on this ---------- day of ---------month, Two Thousand and EighteenBY 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"ONE PARTY**.

AND

Gujarat State Co-operative Marketing Federation Ltd. (GUJCOMASOL) established and incorporated under the Companies Act, 1961, having its registered office at **49, Shrimali Society, Sahkar Bhavan,Opp.Navrangpura Police Station, Navrangpura, Ahmedabad - 380 009, Gujarat, INDIA**as the **OTHER PARTY**.

WHEREAS GUJCOMASOL 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 MoUby 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 published in IndianPatent Journal, No.50/2014, 12/12/2014)to end user and transferring Technology to GUJCOMASOL, Ahmedabad from AAU. The training will be provided by the Dept of Microbiology, AAU to persons nominated by GUJCOMASOL.

NOW THE PARTIES HERE TO AGREE AS FOLLOWS:

1.0 Role of GUJCOMASOL, Ahmedabad

1.1To act as an ethical business partner in commercializing and transferring to end user, Bio NPK-Liquid biofertilizer Technology from AAU to GUJCOMASOL, Ahmedabad.

1.2 The technology commercialization for subsequent transfer to end user would also involve scientific, technical and other professional advice to be provided to GUJCOMASOL, Ahmedabad, purely on the basis of available expert knowledge. GUJCOMASOL, Ahmedabad 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 GUJCOMASOL, Ahmedabad. However, there is

no binding on GUJCOMASOL, Ahmedabad 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 like GST etc. to the AAUon the day of signing MoU by DD/Cheque in favour of **AAU BPD Revolving Fund Account** payable at Anand. The Cheque/DD should be of nationalized bank only. The technology transfer fee once paid will not be refunded even if GUJCOMASOL, Ahmedabad 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 GUJCOMASOL, Ahmedabad would be once in two months only at GUJCOMASOL request. GUJCOMASOL will provide transport vehicle and local hospitality. GUJCOMASOL persons can visit AAU to get guidance from time to time. If GUJCOMASOL, Ahmedabad 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 (*Bacillusspp)* 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 GUJCOMASOL.

2.1.2 The efficiency characters of the cultures covered under FCO need to be specified in FCO- Fertilizer Controlled 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 atpresent as per the requirement.

3.0 Duration of MoU

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

It is hereby agreed that no data/information/cultures or skills which the staff of GUJCOMASOL, Ahmedabad learn from AAU shall be transferred to any third party.

5.0 Fees

The fees for the present transfer of technology under this MoUwill be Rs. 15.00 lakhs+all applicable GOI/GOG taxes like GST etc.

6.0 Arbitration

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 herein. 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 for transfer to end user on non exclusive basis. Further, transferring the technology to any third party other than MoU party by GUJCOMASOL is not allowed. Any act of such subsequent transfer of Bio NPK-Liquid Bio fertilizer technology by GUJCOMASOL, Ahmedabad, 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 GUJCOMASOL will have to assure for confidentialityof methods of production and cultures by undertaking on legal stamp for safety of both the organizations.

8.0 AAU Brand Name

GUJCOMASOL, Ahmedabad has to mention a line of credit "**A technology by AAU, Anand**" for everon the packing of the product manufactured with the technology commercialized under this agreement and to be sold in the market.

9.0 Training

Three technicians / technocrats who will be involved in the production process at GUJCOMASOL, Ahmedabad 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

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 GUJCOMASOL, Ahmedabad.

11.0 Quality

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

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:

Managing Director GUJCOMASOL, Ahmedabad	**Director of Research & Dean PG Studies** Anand Agricultural University Anand
Witnesses	**Witnesses**
1.	1.
2.	2.

MEMORANDUM OF UNDERSTANDING

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AND

M/s Margosa Biogrow India Pvt. Ltd, **established and incorporated under the Companies Act, 1956,**having its registered office address 113, SILVERLINE, BESIDES WORLD TRADE CENTRE, SAYAJIGUNJ, VADODARA, GUJARAT,390005 as the **OTHER PARTY**.

WHEREAS M/s Margosa Biogrow India Pvt. Ltd 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 MoUby the **Anand Agricultural University**on non exclusive basis.

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No.50/2014, 12/12/2014)to end user and transferring technology to M/s Margosa Biogrow India Pvt. Ltd. Vadodarafrom AAU. The training will be provided by theDept of Microbiology,AAU to persons nominated by M/s Margosa Biogrow India Pvt. Ltd. Vadodara.

NOW THE PARTIES HERE TO AGREE AS FOLLOWS:

1.0Role of M/s Margosa Biogrow India Pvt. Ltd. Vadodara

1.1To act as an ethical business partner in commercializing and transferring to end user,BioNPK-Liquid biofertilizer Technology from AAU to M/s Margosa Biogrow India Pvt. Ltd. Vadodara.

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 Margosa Biogrow India Pvt. Ltd. Vadodara, purely on the basis of available expert knowledge. M/s Margosa Biogrow India Pvt. Ltd. Vadodarahas to ensure that the skills which its employees learn from AAU as a part of technology transfer cannot be transferred to any third party.

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1.5 To pay the entire technology commercialization fee Rs. 15 lakhs+ all applicable GOI/GOG taxes etc. to the AAUon the day of signing MoU by DD/Cheque in favour of**AAU Revolving Fund Account** payable at Anand. The Cheque/DD should be of nationalized bank only. The technology transfer fee once paid will not be refunded even if M/s Margosa Biogrow India Pvt. Ltd. Vadodaradecides 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 Margosa Biogrow India Pvt. Ltd. Vadodara would be once in two months only at M/s Margosa Biogrow India Pvt. Ltd. request. M/s Margosa Biogrow India Pvt. Ltd. will provide transport vehicle and local hospitality. M/s Margosa Biogrow India Pvt. Ltd. persons can visit

AAU to get guidance from time to time. If M/s Margosa Biogrow India Pvt. Ltd. Vadodara 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.

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2.1 To provide detailed production technology (with set up process) of Bio NPK-Liquid biofertilizer Technology for *Azotobacter, Azospirillum*, Phosphate/Potash Solubilizer (*Bacillusspp)* 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 Margosa Biogrow India Pvt. Ltd. Vadodara.

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

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7.0 Transfer of Technology

7.1 The technology will be commercialized for transfer to end user on non exclusive basis. Further, transferring the technology to any third party other than MoU party by M/s Margosa Biogrow India Pvt. Ltd. Vadodara is not allowed. Any act of such subsequent transfer of Bio NPK-Liquid Bio fertilizer technology by M/s Margosa Biogrow India Pvt. Ltd. Vadodara, will account to breach of trust.

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Signature:

Director M/s Margosa Biogrow India Pvt. Ltd. Vadodara	**Director of Research & Dean PG Studies** Anand Agricultural University Anand
Witnesses 1.	**Witnesses** 1.
2.	2.