

# આણંદ કૃષિ યુનિવર્સિટી

આણંદ-૩૮૮૧૧૦

વંચાણે લીધો : તા. ૧૫/૦૪/૨૦૧૫ ના રોજ આણંદ ખાતે મળેલ નિયામક મંડળની ૩૭મી બેઠકની કાર્યનોંધ મુદ્દા નં. ૩૭.૧૩


એન.પી.કે. કોન્સોર્ટીયમની ટેકનોલોજી ટ્રાન્સફર કરવા MoU કરવા અંગે.

## જાહેરનામું

આથી સંબંધકર્તા સર્વેને જાણ માટે જાહેર કરવામાં આવે છે કે, આણંદ કૃષિ યુનિવર્સિટી, આણંદની તા.૧૫/૦૪/૨૦૧૫ ના રોજ યુનિવર્સિટી ભવન, આણંદ ખાતે મળેલ નિયામક મંડળની ૩૭ મી બેઠકની કાર્યનોંધના મુદ્દા નં. ૩૭.૧૩ થી નીચે મુજબ ઠરાવવામાં આવેલ છે.

"આથી ઠરાવવામાં આવે છે કે, ગુજરાત એગ્રો ઇન્ડસ્ટ્રીઝ કોર્પોરેશન લિ. અમદાવાદ અને ઇકો ઓર્ગેનીક બાયોફર્ટીલાઇઝર, ગામડી (જી. આણંદ)ને એન.પી.કે. કોન્સોર્ટીયમની ટેકનોલોજી ટ્રાન્સફર કરવા તથા તે માટે રૂ. ૧૫.૦૦ લાખની ફી-ચાર્જ કરી તે અંગેના Appendix-A and Appendix-B મુજબના MoU કરવાની નિયામક મંડળ મંજૂરી આપે છે."

જા.નં.: આકૃયુ/સંનિ/ટે.૩/ ૧૦૧૪ /૧૫,  
તા. ૧૧/૦૫/૨૦૧૫

  
સંશોધન નિયામક અને  
અનુસ્નાતક વિદ્યાશાખાધ્યક્ષ

### નકલ સવિનય રવાના :

૧. નિયામક મંડળના સર્વે સભ્યશ્રીઓ તરફ જાણ સારું.
૨. યુનિવર્સિટીના તમામ અધિકારીશ્રીઓ તરફ જાણ સારું.
૩. તમામ યુનિટ/ સબ યુનિટ અધિકારીશ્રીઓ તરફ જાણ સારું.
૪. પ્રાધ્યાપક અને વડાશ્રી, માઇક્રોબાયોલોજી વિભાગ, બં.અ. કૃષિ મહાવિદ્યાલય, આકૃયુ, આણંદ તરફ જાણ તથા અમલ કરવા સારું.
૫. કુલસચિવશ્રી, આણંદ કૃષિ યુનિવર્સિટી, આણંદ તરફ જાણ સારું.

### નકલ રવાના :

૧. કુલપતિશ્રીના રહસ્ય સચિવશ્રી, આણંદ કૃષિ યુનિવર્સિટી, આણંદ
૨. આ વિભાગની તમામ શાખાઓ તરફ.
૩. આ વિભાગની વહીવટી શાખા તરફ જાણ થવા સારું.

**MEMORANDUM OF UNDERSTANDING**

This MEMORANDUM OF UNDERSTANDING (MoU) is made on this ----- day of -----month, Two Thousand and Fifteen 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 here in after referred to as “AAU, Anand” the ONE PARTY.

**AND**

**Gujarat Agro Industries Corporation (GAIC) Limited established and incorporated under the Companies Act, 1956, having its registered office at ‘Khet Udyog Bhavan’, Opp. Old High Court, Navarangpura, Ahmedabad as the OTHER PARTY.**

WHEREAS GAIC 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** on non exclusive basis from the date of signing this MoU by the Anand Agricultural University.

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 patent No. 50/2014, 12/12/2014) to end user and transferring Technology to GAIC, Ahmedabad from AAU. The training will be provided by the Dept of Microbiology, AAU to persons nominated by GAIC.

**NOW THE PARTIES HERE TO AGREE AS FOLLOWS:**

**1.0 Role of GAIC, Ahmedabad**

- 1.1 To act as an ethical business partner in commercializing and transferring to end user, Bio NPK-Liquid biofertilizer Technology from AAU to GAIC, 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 GAIC, Ahmedabad, purely on the basis of available expert knowledge. GAIC, 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 GAIC, Ahmedabad. However, there is no binding on GAIC, 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 service tax etc. to the AAU on 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 GAIC, 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 GAIC, Ahmedabad would be once in two months only at GAIC request. GAIC will provide transport vehicle and local hospitality. GAIC persons can visit AAU to get guidance from time to time. If GAIC, 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 (*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 GAIC.
- 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 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 GAIC, Ahmedabad 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 like service tax (14 %), 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 for transfer to end user on non exclusive basis. Further, transferring the technology to any third party other than MoU party by GAIC is not allowed. Any act of such subsequent transfer of Bio NPK- Liquid Bio fertilizer technology by GAIC, Ahmedabad, will account to breach of trust.

Methodology to be shared with operation and maintenance (O&M) operator and training their technocrats, O&M operator and GAIC 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 GAIC, Ahmedabad has to mention a line of credit “A technology by AAU, Anand” for ever 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 GAIC, 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**

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 GAIC, Ahmedabad.

**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 June 2010. 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 Fifteen.

**Signature:**

**Managing Director**  
Gujarat Agro Industries Corporation,  
Ahmedabad

**Director of Research & Dean PG  
Studies**  
Anand Agricultural University  
Anand

**Witnesses**

1.

2.

**Witnesses**

1.

2.

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**AND**

**ECO ORGANIC BIOFERTILIZER** established and incorporated under the **Companies Act, 1956**, having its registered office at ‘**ECO ORGANIC BIOFERTILIZER, Gamdi, Anand**’ as the **OTHER PARTY**.



WHEREAS **ECO ORGANIC BIOFERTILIZER** 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** on non exclusive basis from the date of signing this MoU by the **Anand Agricultural University**.

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 patent No. 50/2014, 12/12/2014) to end user and transferring Technology to **ECO ORGANIC BIOFERTILIZER, Gamdi, Anand** from AAU. The training will be provided by the Dept of Microbiology, AAU to persons nominated by **ECO ORGANIC BIOFERTILIZER**.

**NOW THE PARTIES HERE TO AGREE AS FOLLOWS:**

**1.0 Role of ECO ORGANIC BIOFERTILIZER, Gamdi, Anand**

- 1.1 To act as an ethical business partner in commercializing and transferring to end user, Bio NPK-Liquid biofertilizer Technology from AAU to **ECO ORGANIC BIOFERTILIZER, Gamdi, Anand**.
- 1.2 The technology commercialization for subsequent transfer to end user would also involve scientific, technical and other professional advice to be provided to **ECO ORGANIC BIOFERTILIZER, Gamdi, Anand**, purely on the basis of available expert knowledge. **ECO ORGANIC BIOFERTILIZER, Gamdi, Anand** 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 **ECO ORGANIC BIOFERTILIZER, Gamdi, Anand**. However, there is no binding on **ECO ORGANIC BIOFERTILIZER, Gamdi, Anand** 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 service tax etc. to the AAU on 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 **ECO ORGANIC BIOFERTILIZER, Gamdi, Anand** 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 **ECO ORGANIC BIOFERTILIZER, Gamdi, Anand** would be once in two months only at **ECO ORGANIC BIOFERTILIZER** request. **ECO ORGANIC BIOFERTILIZER** will provide transport vehicle and local hospitality. **ECO ORGANIC BIOFERTILIZER** persons can visit AAU to get guidance from time to time. If **ECO ORGANIC BIOFERTILIZER, Gamdi, Anand** 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 **ECO ORGANIC BIOFERTILIZER**.

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 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 **ECO ORGANIC BIOFERTILIZER, Gamdi, Anand** 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 like service tax (14 %), 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 for transfer to end user on non exclusive basis. Further, transferring the technology to any third party other than MoU party by **ECO ORGANIC BIOFERTILIZER** is not allowed. Any act of such subsequent transfer of Bio NPK- Liquid Bio fertilizer technology by **ECO ORGANIC BIOFERTILIZER, Gamdi, Anand**, will account to breach of trust.

Methodology to be shared with operation and maintenance (O&M) operator and training their technocrats, O&M operator and **ECO ORGANIC BIOFERTILIZER** 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 **ECO ORGANIC BIOFERTILIZER, Gamdi, Anand** has to mention a line of credit "A technology by AAU, Anand" for ever 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 **ECO ORGANIC BIOFERTILIZER, Gamdi, Anand** 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 **ECO ORGANIC BIOFERTILIZER, Gamdi, Anand.**

**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 June 2010. 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 Fifteen.

**Signature:**

**ECO ORGANIC  
BIOFERTILIZER,  
Gamdi, Anand**

**Director of Research & Dean PG  
Studies  
Anand Agricultural University  
Anand**

**Witnesses**

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**Witnesses**

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