

MoU with Narmada Bio
Chem Limited, Ahmedabad
for approval

ANAND AGRICULTURAL UNIVERSITY

ANAND – 388 110

Read: Minutes of 53rd Meeting of Board of Management held on 11.11.2020 vide item No. 53.21


NOTIFICATION

It is hereby notified to all concerned that the 53rd Meeting of Board of Management held on 11.11.2020 vide item No. 53.21 has resolved as under:

"It is resolved that the Board of Management post-facto approves the MoU signed by Anand Agricultural University with Narmada Bio Chem Limited, Ahmedabad (Annexure-A) and non exclusive type commercialization of technology once approved by Board of Management can be executed to other companies / firms / organization.

Moreover, it is experienced that during visit to Anand Agricultural University or Vibrant Gujarat summit programmes, many renowned Institutes / Universities / Organizations are deeply interested in signing MoUs / MoAs' with the University. Sometimes they do agree in principle but due to time lag in organization of Board of Management meetings, such collaborations are leftover. This matter was discussed at length and Hon. Members of Board of Management decided to accord power to the Hon. Vice Chancellor, Anand Agricultural University for necessary sanctions for such routine type of MoUs / MoAs'. Further, post facto approval for the same shall be obtained later in ensuring meeting of Board of Management."

NO. AAU / DR / T-3 / 1025 / 2020
Date: 24.12.2020


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 of this University.
5. All Unit / Sub Unit Officers of this University.
6. Registrar, Anand Agricultural University, Anand in response to vernacular letter જા.જી.

આકૃત્ય/રજી/એકે(મીટીંગ)/(૧૨૮)/૫૪૧૨-૫૪૨૦/૨૦૨૦, તા.૦૩.૧૨.૨૦૨૦. Moreover 20 copies of Notification are enclosed herewith for needful action.

Copy to;

1. PS to Hon'ble Vice Chancellor, Anand Agricultural University, Anand
2. All Branches of this Section.
3. S.O. File.
4. Research Scientist, Dept. of Agril. Microbiology & Biofertilizer Project, AAU, Anand

INDIA NON JUDICIAL
Government of Gujarat

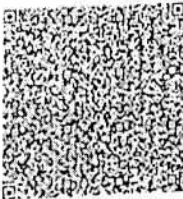


सत्यमेव जयते

Rs.
100

Certificate of Stamp Duty

Certificate No. : IN-GJ22605104193312S
Certificate Issued Date : 10-Aug-2020 05:47 PM
Account Reference : IMPACC (AC)/ gj13039811/ ANAND/ GJ-AN
Unique Doc. Reference : SUBIN-GJGJ1303981183673208965937S
Purchased by : DINBANDHU SHANKARBHAI SOLANKI
Description of Document : Article 5(h) Agreement (not otherwise provided for)
Description : AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : DIRECTOR OF RESEARCH AAU ANAND
Second Party : Not Applicable
Stamp Duty Paid By : DIRECTOR OF RESEARCH AAU ANAND
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



LB 0006692599

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MoU) is made on this Eighteenth day of month August, Two Thousand and Twenty 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

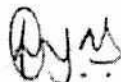
M/s Narmada Bio Chem Limited, established and incorporated under the Companies Act, 1956, having its registered office address Narmada House, Opp. Mantvya News, Sindhu Bhavan Road, Off. S. G. Highway, Ithaltej-Bodakdev, Ahmedabad - 380 059 as the OTHER PARTY.

WHEREAS M/s Narmada Bio Chem Limited 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 published in Indian Patent Journal, No. 50/2014, 12/12/2014) to end user and transferring Technology to M/s Narmada Bio Chem Limited, Ahmedabad from AAU, Anand. The training will be provided by the Dept of Microbiology, AAU, Anand to persons nominated by M/s Narmada Bio Chem Limited, Ahmedabad.

NOW THE PARTIES HERE TO AGREE AS FOLLOWS:

1.0 Role of M/s Narmada Bio Chem Limited, Ahmedabad

- 1.1 To act as an ethical business partner in commercializing and transferring to end user, Bio NPK-Liquid biofertilizer Technology from AAU, Anand to M/s Narmada Bio Chem Limited, 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 M/s Narmada Bio Chem Limited, Ahmedabad, purely on the basis of available expert



knowledge. M/s Narmada Bio Chem Limited, Ahmedabad has to ensure that the skills which its employees learn from AAU, Anand 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 Narmada Bio Chem Limited, Ahmedabad. However, there is no binding on M/s Narmada Bio Chem Limited, Ahmedabad to buy from the same vendor(s)/supplier(s) but it should conform to the specifications as laid down by the concerned scientist(s).
- 1.4 To allow AAU, Anand 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 AAU, Anand on 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 Narmada Bio Chem Limited, 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, Anand to M/s Narmada Bio Chem Limited, Ahmedabad would be once in two months only at M/s Narmada Bio Chem Limited request. M/s Narmada Bio Chem Limited will provide transport vehicle and local hospitality. M/s Narmada Bio Chem Limited persons can visit AAU, Anand to get guidance from time to time. If M/s Narmada Bio Chem Limited, 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 Mother Cultures free of cost as and when required by M/s Narmada Bio Chem Limited, Ahmedabad.



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 as per the present 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 is not mandatory.

4.0 Secrecy

4.1 It is hereby agreed that no data/information/cultures or skills which the staff of M/s Narmada Bio Chem Limited, Ahmedabad learn from AAU, Anand 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

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 M/s Narmada Bio Chem Limited, Ahmedabad is not allowed. Any act of such

subsequent transfer of Bio NPK-Liquid Bio fertilizer technology by M/s Narmada Bio Chem Limited, 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 M/s Narmada Bio Chem Limited, Ahmedabad 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

M/s Narmada Bio Chem Limited, Ahmedabad 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

Three technicians / technocrats who will be involved in the production process at M/s Narmada Bio Chem Limited, 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 M/s Narmada Bio Chem Limited, Ahmedabad.

11.0 Quality

The other party has to maintain the quality of the product manufactured as per the FCO norms 1985 and amended till date. 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 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 Eighteenth day of month August, Two Thousand and Twenty.

Signature:

Director
M/s Narmada Bio Chem Limited,
Ahmedabad

Director of Research & Dean PG Studies
Anand Agricultural University
Anand

Witnesses

1.

(Himalay Patel)

2.

(Mahesh Arora)

Witnesses

1.

(V. P. Rawani)

2.

(C. H. N. Shelat)