

ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

S.L.No. 15509 Rs.100/- Date: 12-10-2020

Sold to Dr.Jampala Dilip Babu s/o (late) J.Appa rao, Venkatramannagudem
for whom: Registrar, Dr. YSR Horticultural University, Venkatramannagudem

Ch. Srinivasulu
CR 263432

CHIDEPUDI YEDUKONDALU
Licenced Stamp Vendor
L. No. 05-09-007/2018
Bagarayya Street, Rajagandhra Rao Pet
TADEPALLIGUDEM-534102.
Cell : 99898 55655

Certificate No. : **Dr. YSRHU- 01**
Certificate Issued Date : 23-12-2020
Unique Doc. Reference : Dr. YSRHU-DIIP-TT-01
Consideration Price (Rs.) : 20,000 (twenty thousand only)

Memorandum of Understanding

This Memorandum of Understanding (MoU) is signed on this 23rd day of December, 2020 by and between Dr. Y.S.R. Horticultural University, Venkataramannagudem, West Godavari District, Andhra Pradesh (The University was established by the Government of Andhra Pradesh through G.O.Ms.No.134 dated 26-06-2007 at Venkataramannagudem, near Tadepalligudem in West Godavari District)

through it The Registrar hereinafter referred to as "YSRHU"/"Licensor" (which expression shall unless repugnant to the context mean and include its legal representatives, successors and assignees) of the FIRST PART.

AND

1

K.P. Deepthi

M/s.**SSD**, Door No 7-115, Kothapalli Village, Gopannapalem, Denduluru Mandal, West Godavari Dist 534450, Andhra Pradesh here in after referred to as "M/s.**SSD**" /"Licensee" (which expression shall unless repugnant to the context mean and include its legal representatives, successors and assignees) of the SECOND PART.

RECITALS

1. The **Licensor**, YSRHU is premier institute for horticultural research, established in 2007. The University offers education, research and extension services in the field of Horticulture and allied sciences. The university has developed and is in full possession of process Mass production technology of predator *Pseudomallada (=Dichochrysa) astur* product of this agreement.
2. The **Licensor** holds the manufacturing process / Multiplication process of *Pseudomallada (=Dichochrysa) astur* as its solely developed technology and is willing to license it out in the form of knowhow. The description of the knowhow is attached with this Agreement as an Annexure I.
3. The **Licensor** wishes to avail the production networks and delivery mechanisms of companies who are willing to manufacture and market quality product in the open market under the terms and conditions of this agreement and protect the intellectual property rights of the Licensor.

And

1. The **Licensee**, "M/s.**SSD**", engaged in production and marketing of Bio agents supply Technology having good business acumen for commercial utilization of the technology.
2. The **Licensee** has expressed its willingness to enter into a mutually rewarding business relationship with the Licensor for securing license to manufacture Multiplication process of *Pseudomallada (=Dichochrysa) astur* Technology/Licensed Product (hereinafter "Licensed technology /knowhow /products") and commercialization of the Licensed Product.
3. The **Licensee** has satisfied in all respect the business potential of the Multiplication process of *Pseudomallada (= Dichochrysa) astur* technology and has understood the technology for the same.
4. The **Licensee** acknowledges that the Multiplication process of *Pseudomallada (= Dichochrysa) astur* technology is new to the best of her knowledge and accepts and recognizes the sole ownership of the same of the Licensor.

WHEREFORE, the parties mutually agree as follows.



K.P. Deepthi

A. LICENSOR GRANTS

ARTICLE 1-LICENSOR GRANTS

- 1.1 The **Licensor** hereby grants to The Licensee, and the Licensee hereby accepts at its free will, a non-exclusive and non-transferable license of know-how, to produce, offer for sale the Licensed Products, subject to the terms and conditions contained in this MOU.
- 1.2 The territory of the **License** shall be territory of India
- 1.3 The License does not provide right to the **License** to sub-license the license without written consent of the Licensor.

ARTICLE 1 B-CONSIDERATION

- 2.1 As consideration for the license granted under this agreement, the **Licensee** shall pay to the licensor, at the time of signing of this agreement, one time signing amount for the MoU, a sum of Rs. 20, 000/- (Twenty thousand Only)

C. OBLIGATION OF PARTIES

ARTICLE 3- OBLIGATION OF PARTIES

3.1 Licensor shall provide to Licensee:

- 3.1.1 Multiplication process of *Pseudomallada (= Dichochrysa) astur* technology /Licensed Products production technology/knowhow, production guidelines for production of Licensed Products and training to Licensee's production staff at our lab (one time) on the request of the Licensee.
- 3.1.2 Monitoring of production process and supervising facility, from time to time, on request of the Licensee, helping Licensee in ensuring quality and providing technical advice. For this Licensor scientist shall visit the offices of the Licensee/"M/s. **SSD**" and/or production unit, for which cost will be borne by the Licensee as per Licensor's TA/DA rules.



K.P. Deepthi

3.2 Licensee, in turn, shall ensure:

3.2.1 The **Licensee** shall sell the bio agent *Pseudomallada (= Dichochrysa) astur* Technology /Licensed Product only in Indian Territory. The Licensee shall not change the basic characteristic of the Licensed Products, however, the Licensed Products can be sold under the university name/ brand name/trade mark of the Licensee.

3.2.2 The **Licensee** shall affix in a conspicuous manner upon every PRODUCT Developed using **YSRHU** material and mode of packaging containing the Product, a label or plate bearing the inscription "Manufacturing under license from Dr.Y.S.R. Horticultural university" in letters of size not less than half the nominal size of the largest size giving either the name of the Licensee Company or its brand name or trademark for the PRODUCT.

3.2.3 The **Licensee** shall not create any intellectual property out of licensed knowhow except using their own trademark.

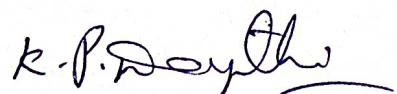
3.3 The License shall not sell PRODUCT and/or any box or package containing the Product without such label or plate being affixed hereon. Similarly, every advertisement, hoarding, technical literature, publicity and the like martial in respect of the PRODUCT issued by the Licensee shall include the same inscription as aforesaid in a prominent manner.

The **License** agrees that except for the purpose of identifying the Technology/Knowhow, no right, title, interest or license to any trademark or service mark, is granted to Licensee.

D.OTHER COMMON CLAUSES

ARTICLE 4-OTHER COMMON CLAUSES

- 4.1 The **Licensee** shall be solely responsible for all the expenses in manufacturing to sell the Licensed Products.
- 4.2 The **Licensee** shall test each and every unit of Licensed Products for compliance with Government prescribed quality standards prior to sale of that unit. Upon failure of any unit to meet such quality standards, that unit shall; be destroyed or otherwise disposed of in a manner prescribed by **Licensor**, but in no event, it shall be sold.
- 4.3 **Ownership** – The **Licensee** recognizes and accepts the title/ownership, of the **Licensor** to Licensed Product and intellectual property including know-how in it. The **Licensee** further recognizes and accepts the ownership of the Licensor in the know-how provided to the **Licensee**.



- 4.4 Any technical advancement or any innovation in the licensed product involving the **Licensee** jointly owned by both the parties. The intellectual property in such an innovation, if any, shall be jointly owned by the parties to the agreement. Otherwise it shall be considered as jointly owned know-how to which both the parties shall be free to sue at their own.
- 4.5 Any technical changer or development in the licensed product shall be made with the written permission of the **Licensor**.

4.6 **CONFIDENTIALITY**

Other than as provided in this MoU, the Parties agree that prior to the Licensee receiving Confidential Information shall:

- (i) Hold the same in confidence, using at least the same degree of care as that party uses to protect its own Confidential Information;
- (ii) Not disclose such Confidential information to any third party without the prior written consent of the Licensor; and
- (iii) Not use such confidential Information for any purpose except that permitted by this MoU.

4.7 **FORCE MAJEURE**

Neither party shall be held responsible for non-fulfilment of their respective obligations under this agreement due to the exigency of nay of the force major events.

4.8 **INDEMNITY**

The **Licensee** shall indemnify the Licensor against damages caused by infringement of IPR rights of the third and any dispute or litigation arising due to consumption or use of the product developed by the Licensee through the technology knowhow transferred through this MoU.

4.9 **ARBITRATION**

In the event of may dispute or differences between the parties, any arising out of this Agreement should be settled through mutual consultation by both the parties. In case the dispute is not settled through mutual consultation, it would be settled as per the provisions of Arbitration and Conciliation Act, 1996.

Any conflict arising out of the interpretation or implementation of this over arching frame work collaboration agreement will be settled amicably by the two parties through consultation



K. P. Deepthi

Applicable Law: The construction, interpretation and enforcement of this MoU shall be governed by the laws of India. The courts of **West Godavari district** shall have jurisdiction over any action arising out of this MoU and over the parties, and the venue shall be **West Godavari district, Andhra Pradesh, India**

IN WITNESS WHEREOF the LICENSOR and the LICENSEE have executed these presents the day and year first above written.

SIGNED BY

For and on behalf of
Dr.Y.S.R. Horticultural University

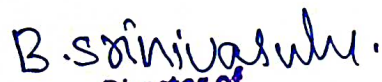
Signature: 

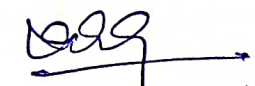
Date: 23-12-2020

Name: **Dr.K.Gopal**
Designation: Registrar

Seal : REGISTRAR
Dr. Y.S.R. HORTICULTURAL UNIVERSITY
VENKATARAMANNAGUDEM - 534 101
West Godavari District (A.P.)

Witnesses: (Name and address)

1. 
Director of
Industrial & International
Programmes, Dr. YSRHU
V.R. Gudem, W.G. Dist. A.P.

2. 
DIRECTOR OF RESEARCH
Dr. Y.S.R. HORTICULTURAL UNIVERSITY
VENKATRAMANNAGUDEM - 534101
WEST GODAVARI DISTRICT (A.P.)

SIGNED BY

For and on behalf of
M/s. **SSD.**

Signature: 

Date: 23-12-2020

Name: **Dr.K.Praveena Deepthi**
Designation: Proprietor

Seal :  **For SSD**

Authorised Signatory

Witnesses: (Name and address)

1. 

2. 