

programs for production and marketing of agricultural inputs such as bio-fertilizers, bio-pesticides, nutrients, tonics and other agricultural and allied inputs for the field of agriculture and horticulture. Collaboration shall include research, training, curriculum, institutional development, information dissemination, and exchange of faculty, students and staff. The linkage hereby formed shall further each partner institution's objectives as well as strengthen the mutual relationship between the partners.

UNIVERSITY OF AGRICULTURAL SCIENCES, BANGALORE

Whereas the UASB an autonomous educational, research and development institution established in 1963 under the provisions of UAS Act 22 of 1963 with the head quarters at GKVK with 4 constituent Colleges and 20 Research stations, eleven Krishi Vigyan Kendras, Extension Education Units, one each of Staff training unit, Farmers Training unit and Bakery training Unit. University has the responsibility to undertake research and development in agriculture and allied sciences.

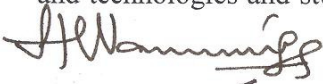
University offers Seven Under graduate Programs, 21 Masters Degree programs and 13 Doctoral programs. The University also offers two years Diploma in Agriculture, One year Diploma Courses in Baking Technology, Horticulture nursery management, Sericulture and Agricultural Extension Services for input dealers (DAESI). The academic programs are well backed up by excellent infrastructure. UASB represented by Registrar, UASB.

CRIYAGEN AGRI & BIOTECH PVT LTD

Criyagen Agri & Biotech Pvt. Ltd. a company incorporated in 2008 under the Companies Act, 1956 having its registered office at 863, 1st Floor, 5th Cross, 5th Main, HAL 1st Stage, Indiranagar, Bangalore-560038, represented by Dr. Basavaraj Girenavar, Managing Director, is an agriculture and life science based company focused on developing technologies for crop production and enterprising the field of agriculture and food industry. Criyagen has core capabilities in agricultural and allied sciences. Criyagen offers various services and technology to the agriculture, horticulture and food industry including but not limited to services and products such as research and development of bio-fertilizers, renewable energy, farming needs and consultancy etc., Criyagen has a diverse and competent scientific team consisting of PhDs, Masters Degree, Engineering Degree holders with vast experience in various aspects of agriculture and allied industries in domestic and global environment.

NOW, BOTH PARTIES AGREE AS FOLLOWS TO THE NEED FOR THIS MEMORANDUM OF UNDERSTANDING:

Criyagen would like to associate with UASB to gain access to the UASB infrastructure, services, and technologies and student community for maximizing the benefits from technically educated



trained human resources in the future for supporting its business; conduct joint research programs and develop technologies for local needs and requirements

UASB would like to associate itself with Criyagen to gain access and exposure for their students to premium private sector research and development expertise in the area of agriculture and allied sciences and to create opportunities with successful public-private partnership for the for the UASB products.

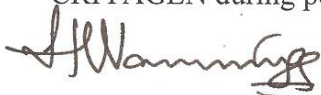
The two parties, based on several rounds of discussions, have agreed to the following terms of Memorandum of Understanding:

SCOPE OF THE AGREEMENT

1. Understand and extrapolate needs of farming community for sustainable crop production.
2. Produce various agricultural inputs to suffice needs of agriculture and allied sector.
3. Collaborate to bring innovative products and services to the field of farming.
4. Engage in research and extension of sustainable & profitable technologies through business platform.

UNIVERSITY OF AGRICULTURAL SCIENCES, BANGALORE (UASB) WILL FACILITATE THE FOLLOWING:

1. Recognize Criyagen, Bangalore as an Institution for conducting research in agricultural and life sciences at the incubation and/or suitably identified facility.
2. Provide infrastructure such as space, water, electricity and other basic necessities at prevailing costs for mass production of various agricultural inputs such as bio-fertilizers, bio-pesticides, nutrients, tonics and other products and services.
3. Help Criyagen in production and branding of various items by way of acknowledging the collaborative nature of products and use of address as per the business needs of Criyagen in the market. Facilitate various business needs of Criyagen as and when required by providing needful paperwork.
4. Provide resources and facilities (laboratory, library, publications, training, field, genetic material, etc) for cooperative research in the areas of mutual interest to Criyagen, as part of approved collaborative projects, on case by case and mutually agreeable basis.
5. Allow mutually agreed research projects based on location specific problems to be taken up. Research projects that are mutually beneficial to UASB and Criyagen to be jointly prepared and applied for funding from outside agencies.
6. UAS, B will not bear any cost incurred for administrative or hiring of personnel, emoluments, tenure and any relevant conditions of hiring for the activities initiated by CRIYAGEN during period of MOU.



CRIYAGEN WILL FACILITATE THE FOLLOWING:

1. Mass production of various inputs at the facility of UASB and extending various services to farming community.
2. Train and educate Under-graduate, Graduate and MBA students with relevant information in the field of entrepreneurship and business process.
3. Allows specific postgraduate research projects to be carried out under the expertise of Criyagen and UASB as per the requirements and approved plan of work.
4. Allow periodical meetings of the student's supervisors to be held after mutual consultation of both the parties.
5. CRIYAGEN shall handover all the equipments /infrastructure facilities made available by UAS, Bangalore in Good condition at the end MOU Period or termination of this agreement.

EXPECTED OUTCOME

1. Products and services for the field of agriculture and allied fields.
2. Collaborative grant submission to funding agencies in India and abroad.
3. Collaborative research outcomes-Patents Research papers, presentations and book chapters with due credit and acknowledgement between the two institutions.
4. Patents depending on the outcome of the research.
5. Multi disciplinary exposure to students in the area of agriculture marketing and entrepreneurship.
6. Exchange of research facilities for the benefit of students / faculty.

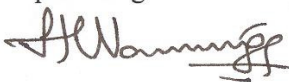
FINANCIAL PROVISIONS AND OUTCOME:

UAS Bangalore shall get the payments on monthly basis as fixed by the expert committee. Both institutions will submit the joint grants for funding agencies and the allocated funds are used by institutes as required by the research activity. Initial research will be carried out by both the organization excluding the cost for the respective activity. Scientific outcomes (Research papers, presentations, patents and any other) will be shared equally between the institutions.

SPACE AND RENTALS

Lab space: UASB shall provide existing Bio-Control labs for maintenance and production of active cultures of various cultures.

Mass production space: Mass production leading to more than 100 tons requires additional space. Required space of approximately 25,000 Sqft (more or less) shall be allotted soon after initiation of the program at the convenient place. Any additional space requirements shall be considered based on the needs. Construction and/or furnishings shall be taken up by Criyagen at their own cost with prior plan and other necessary sanctions from of UASB authorities. Criyagen shall pay fixed by amount as decided by the expert committee towards the rentals and cost of utilities for providing lab facilities to UASB on monthly basis.



LICENSING, BRANDING AND MARKETING

Criyagen shall do all the paper works needed for legal selling of the products. Branding shall be done by Criyagen duly acknowledging UASB on the products. Criyagen will do marketing while UASB will passively assist in the process. Criyagen shall use address of the space provided by UASB to all the business needs during course of time.

IN ORDER TO EXECUTE THE MOU, WORK PLANS BETWEEN UNIVERSITY OF AGRICULTURAL SCIENCES, BANGALORE AND CRIYAGEN TO BE DEVELOPED AS FOLLOWS

1. This MoU may be supplemented by work plans to be developed jointly, which describe more specifically the activities to be carried out under this cooperative program and which sets forth the envisaged contribution of each party.
2. The UASB and Criyagen may nominate members of their respective staff to work out the practical details of cooperation between the two organizations and in general, to ensure proper and effective implementation of this MoU.
3. Both UASB and Criyagen will nominate specific members as Coordinators to represent the two organizations, who will be charged with responsibility of developing the execution plans and other details to achieve the objectives of the MoU.
4. Such details, as agreed upon, will be confirmed by exchange of letters between UASB and Criyagen and such letters will form part of this agreement.
5. These work plans require the approval of both parties before implementation.
6. Exchange and sharing of germplasm or other material will be only and exclusively for the research purposes through MTA in the interest of both the organizations.
7. Benefits such as improved technology, materials, machinery, process, designs and techniques, accruing or arising from this cooperative effort may be used by either or both the parties with due recognition of each party's contribution.
8. Results from collaborative research may be used by either or both the parties with due recognition of each party's contribution and the Intellectual Property Right (IPR) will be shared equally, for e.g., in the form of joint patents.
9. Research findings published by either party will give credit to other party's contribution, but the party publishing them will be entirely responsible for conclusions and interpretations reported.
10. Results of collaborative research may be demonstrations with active participation of Extension Education Units and KVKs of UASB as well as by Criyagen teams.

GOVERNING COUNCIL

MoU shall be governed by a body of governing council, Governing council shall consist of 4 officials from UASB and 4 people from criyagen as per the appointment made by CMD, council shall meet every six months to discuss matters of interest and strategy to coordinate and improve the performance. Any other things which matters to both parties shall be discussed and added to

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the MoU as additional working documents which shall constitute part of the MoU. Refer Annexure-I for members of Governing Council.

EFFECTIVE DATE, DURATION, TERMINATION OF THE AGREEMENT

1. The agreement shall be effective for a period of five years from the date of signing of the Memorandum of Understanding.
2. The agreement shall be deemed to expire on completion of the mutually agreed upon period.
3. During the tenure of the agreement, parties hereto can terminate the agreement either for breach of any of the terms and conditions of this agreement or otherwise by giving a one-month notice in writing to the defaulting party. Failure of either party to terminate the agreement on account of breach or default by the other shall not constitute a waiver of that party's right to terminate this agreement.
4. In the event of termination of the agreement. The rights and obligations of the parties shall be settled by mutual discussion.
5. Obligations and commitments already contracted for and involving their parties be honored and continued by both parties until such commitments are completed. The dispute arising out of improper implementation of the MoU shall be settled by mutual discussion between the parties.
6. Infrastructure created during the execution of this project shall be retained by UAS, Bangalore on completion of the project.
7. **Indemnity:** CABPL shall indemnify UASB from potential loss or legal complications arising out of the activities from CABPL at UASB.

FORCE MAJEURE

Neither party shall be held responsible for non-fulfillment of their respective obligations under this agreement due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, war, flood, earthquakes, strike, lockouts, epidemics, riots, civil commotion, etc. provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force-majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

ARBITRATION

In the event of any dispute or difference between the parties arising out of or in connection with this agreement such dispute or differences shall be referred to the sole arbitration of a person nominated by respective heads. The award of the Arbitrator shall be final and binding on both the parties. Arbitration proceedings shall be governed under Arbitration is conciliation, Act, 1996 and the venue of such Arbitration proceedings shall be at Bangalore.



ASSIGNMENT OF THE AGREEMENT

The right and / or liabilities arising to any party to this agreement shall not be assigned except with the written consent of the other party and subject to such terms and conditions as may be mutually agreed upon.

SEAL OF THE PARTIES



In witness whereof the parties hereto have signed this agreement on the day, month and year mentioned herein before.

University of Agricultural Sciences
Bangalore

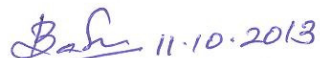
 11.10.2013

Dr. H.V. Nanjappa,
Registrar
University of Agricultural Sciences
Bangalore
Date: 11-10-2013

Witness


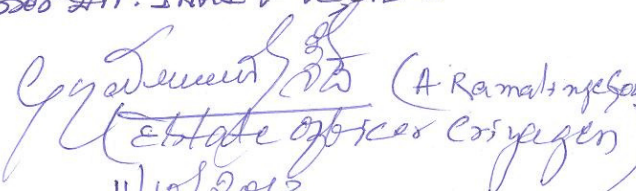
- 
(H. Shiranna) Dean (Agri) GKVK.
- 
(H. Chandrashekar)
Co-ordinator, PPME
11/10/2013

Criyagen Agri & Biotech Pvt Ltd
Bangalore

 11.10.2013

Dr. Basavaraj Girenavar
Chairman & Managing Director
Criyagen Agri & Biotech Pvt Ltd
Bangalore
Date:

Witness

- 
S. A. Patil
Chairman, K. K. S. Mission &
Formerly Dir. IARI & VRS-Dhawal.
- 
(A. Ramalingaiah)
Estate Officer, Criyagen
11/10/2013

Annexure - I

GOVERNING COUNCIL

Governing Council for the MoU shall consist of following members from respective organization.

University of Agricultural Sciences shall have following Governing council members

1. Honorable Vice-Chancellor, UASB
2. Director of Research, UASB
3. Director of Extension, UASB
4. Dean, College of Agriculture, UASB

Criyagen Agri & Biotech Pvt Ltd shall have following Governing council members

1. Dr. S A. Patil, Chairman Krishi Mission GoK, Bangalore.
2. Dr. J. H. Kulkarni, Ex Vice-Chancellor, UAS Dharwad.
3. Dr. Basavaraj Girennavar, Chairman and MD, Criyagen.
4. Shri. Manjunath R, Scientist, Criyagen.

