

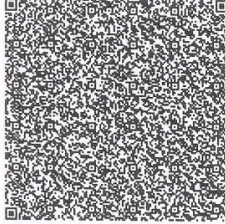


सत्यमेव जयते

INDIA NON JUDICIAL
Government of Karnataka

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Description of Document : Article 12 Bond
Description : AGREEMENT .
Consideration Price (Rs.) : 0
 (Zero)
First Party : UNIVERSITY OF AGRICULTURAL SCIENCES UAS GKVK
Second Party : UNIVERSITY OF ABERDEEN
Stamp Duty Paid By : UNIVERSITY OF AGRICULTURAL SCIENCES UAS GKVK
Stamp Duty Amount(Rs.) : 100
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CONTRACT FOR SERVICES

THIS AGREEMENT is made and entered into on the **8th day of May 2014** (together with the Schedule attached hereto and made a part hereof) (hereinafter referred to as the "Agreement"), by and between the University Court of the University of Aberdeen, a charity registered in Scotland, No SC013683, University Office, King's College, Regent Walk, Aberdeen, AB24 3FX (hereinafter referred to as "the UoA") and College of Agriculture, Univ. Agril. Sciences, GKVK, Bangalore-65 (hereinafter referred to as "the Contractor"). And who may, from time to time, be hereinafter referred to individually as the "Party" or collectively as the "Parties".

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of UoA hereinafter expressed, does hereby agree to furnish the UoA with the Services described as follows:

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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U. B. N. S. J. 12

1. Describe the Services to be provided:-

1.1 The Contractor's principal investigator, Dr. H. E. Shashidhar, shall perform a field experiment on rice as part of WP4 "the Services". A detailed description of the Services is attached at Schedule A [1.2 The Services are sponsored by The European Commission ("Sponsor"). Any conflict between the terms and conditions of this Agreement and the Sponsor's agreement (attached at Schedule B), the Sponsor's agreement shall prevail.

2. Duration

1 January 2014 – 31 December 2015

3. Fee for services

Not to exceed €15,000 [or specify agreed amount.] inclusive of VAT (which shall be chargeable, where applicable, at the prevailing rate). Please provide VAT registration number where applicable.

5. Payment Arrangements

Payment in respect of Services completed in accordance with this Agreement shall be made by UoA to the Contractor on completion of the Services and within 30 days of receipt of a valid invoice reporting actual expenditure, subject always to receipt of sufficient funds from the Sponsor supporting the Services as detailed under clause 1.2. All invoices should be marked for the attention of 'Gillian Hewison, Research Financial Services, University of Aberdeen, Room 48, University Office, Regent Walk, Aberdeen AB24 3FX' quoting the reference EUROOT"

6. Intellectual Property

All intellectual property rights arising during the performance of or in connection with this Agreement shall be the property of the UoA and accordingly, insofar as the same require to be transferred in advance, they are so transferred to the UoA by the Contractor hereunder. For the avoidance of doubt, intellectual property shall include, but shall not be limited to, all patents, trade marks, inventions and know-how and all copyright (including copyright of any material produced in connection with the Services) or registered designs or drawings, designs or other documents or creative works.

7. Termination

This Agreement shall continue in full force and effect unless terminated in the event that either Party enters into bankruptcy or liquidation, makes any other arrangement for the benefit of its creditors, becomes otherwise legally incapacitated, is in material breach of this Agreement, or in the event that the Sponsor terminates the funding to the UoA, this Agreement will terminate immediately upon such action becoming known to the other Party and the aggrieved Party shall issue a notice to the other Party stating the same. The UoA may terminate this Agreement at any time by giving 30 days notice in writing to the Contractor.

8. Indemnity and liability

8.1 The Contractor shall release, defend, indemnify and hold harmless the UoA from and against any and all claims for loss of or damage to any property of or injury to, sickness of or death of any personnel of the Contractor howsoever arising during the course of this Agreement, excepting in so far as such personal injury, sickness or death shall be due to any act or neglect of the UoA.

8.2 The Contractor shall release, defend, indemnify and hold harmless the UoA from and against any and all claims for loss of or damage to any property of or injury to, sickness of or death of any third party resulting from any act or omission due to the negligence of the Contractor during the course of this Agreement.

M. B. Shashidhar
8/5/14
[Signature]
14/5/14

- 8.3 Notwithstanding the sole or concurrent negligence or breach of statutory or other duty by the other Party, each Party shall be responsible for and shall release, defend, indemnify and hold harmless the other Party from and against any and all liability for its own indirect or consequential losses resulting from or arising out of this Agreement, including but not limited to business interruption, loss of production, loss of product, loss of use, loss of revenue, loss of profit or anticipated profit however same may be caused.
- 8.4 It is the responsibility of the Contractor to hold appropriate insurance cover for the duration of this Agreement, details of which shall be supplied to the UoA on request.

9. Confidentiality

9.1 The Contractor, unless compelled by law or a legally empowered authority, undertakes, for the duration of this Agreement and for a period of five (5) years thereafter, not to disclose to any third party any information communicated under this Agreement that is identified as confidential at the moment of disclosure.

The obligation detailed under this clause shall not extend to information which:

- (i) is or becomes part of the public domain otherwise than by breach of the obligation of confidentiality, or
 - (ii) the Contractor can sufficiently demonstrate was known by the Contractor prior to disclosure by the UoA hereunder, or
 - (iii) is subsequently rightfully received without restriction by the Contractor from a third party who lawfully acquired the information.
 - (iv) is required to be disclosed by law or regulation; or
 - (i) is disclosed under the terms of clause 9.2 below.
- 9.2 Save with the prior written consent of the University in agreed terms, no use will be made by the Contractor of the University's name(s) whether by way of accreditation, endorsement, association or otherwise in connection with the provision of the Services or in any publicity or marketing materials relating to the provision of Services.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Belgium.

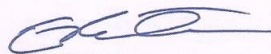
11. Miscellaneous


- 11.1 The Contractor shall not, without the prior written agreement of the UoA, assign or delegate any duties and obligations hereunder to any other party.
- 11.2 This Agreement constitutes the full, complete, and entire Agreement between the UoA and Contractor, and supersedes all prior understandings, agreements or arrangements between the parties with respect to the subject matter hereof.
- 11.3 Neither Party to this Agreement shall be liable to the other nor held to be in breach of this Agreement to the extent that it is prevented, hindered or delayed in performance or observance of its obligations hereunder by reason of industrial action, strikes, lock-outs, inability to obtain supplies, accidents or any other cause or contingency whatsoever beyond its reasonable control.
- 11.4 This Agreement shall constitute a Contract for Services between the UoA and the Contractor and shall in no way constitute a Contract of Service or Employment between the UoA and the Contractor.
- 11.5 The Parties shall procure that in carrying out the Project they will comply with all applicable laws, regulations and statutes including those relating to anti-bribery as detailed in the Bribery Act 2010 and other analogous legislation.

M. B. Nijz
08/15/14
8/15/14

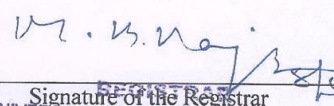
In WITNESS WHEREOF, these presents comprising this and the preceding 3 pages are executed by the Parties as follows:

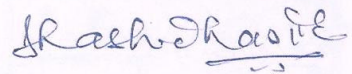
Subscribed for and on behalf of the University Court of the University of Aberdeen by Dr Elizabeth-Ann Rattray, its duly authorised signatory, at Aberdeen on the 19 day of May 2014 before the witness below:


Signature of the legal signatory DR E RATTRAY
Full name in print UNIVERSITY OF ABERDEEN
Address KINGS COLLEGE
ABERDEEN
AB29 3FX, UK


Signature of the Witness KELLY KIDD
Full name in print UNIVERSITY OF ABERDEEN
Address KINGS COLLEGE
ABERDEEN
AB29 3FX, UK

Subscribed for and on behalf of College of Agriculture, Univ. Agril. Sciences by Professor H. E. Shashidhar its duly authorised signatory, at Bangalore on the 8th day of May 2014 before the witness below:


Signature of the Registrar UNIVERSITY OF AGRICULTURAL SCIENCES
Full name :- Dr. M. B. Rajagowda
Address :-


Signature of the Witness
Full name :- Dr. H.E. Shashidhar
Address :- H. E. SHASHIDHAR Principal Investigator Department of Plant Biotechnology UAS G K V K Bengaluru - 560 065.



Schedule A

Test 40 genotypes of rice in field experiments in which at least 2 levels of soil P, soil N and soil moisture are imposed factorially (i.e. 8 different treatments, 1/ low P, low N, drought; 2/ low P, low N, irrigated; 3/low P, high N, drought; 4/ low P, high N, irrigated; 5/ high P, low N, drought; 6/ high P, low N, irrigated; 7/high P, high N, drought; 8/ high P, high N, irrigated) with four replications in which plant yield and biomass at harvest will be the minimum measures. Each individual plot must contain at least 25 plants. Additional information on soil moisture during the experiment should be provided if practical.

M. S. Nayak
REGISTRAR 8/5/13
UNIVERSITY OF AGRICULTURAL SCIENCES
G.K.V.K. CAMPUS, BANGALORE - 560 065.

[Signature] 10/5/14