



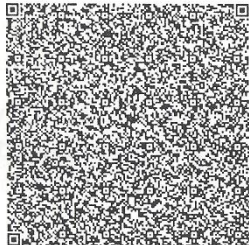
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For BHARATARATNA DR. B.R. AMBEDKAR SOCIETY
MULTIPURPOSE CO-OPERATIVE SOCIETY LIMITED
HRBR LAYOUT. 9844088501, 9740404999



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**MEMORANDUM OF AGREEMENT BETWEEN M/s NOVOZYMES SOUTH ASIA PVT. LTD.,
AND UNIVERSITY OF AGRICULTURAL SCIENCES, BANGALORE FOR THE RESEARCH
PROJECTS**

- Post-harvest management of seeds and their quality enhancement
- Enzymatic industrial processing of semi-arid crops of India with emphasis on millets
- Utilization of agricultural and seed processing waste for food and feed

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M.V.S. No. 27/10/14

[Signature]

This agreement made and entered into force between

University of Agricultural Sciences, Bangalore having its registered office at
Gandhi Krishi Vignan Kendra
Bangalore 560 065
Karnataka, India

(Hereinafter called UAS (B) which expression shall where the context so admits include its successors) on the one part

AND

Novozymes South Asia Pvt. Ltd.
Plot No. 32, 47-50, EPIP Area
Whitefield, Bangalore - 560066

(Hereinafter called Novozymes which expression shall where the context so admits include its affiliated companies, successors and permitted assignees)

A company registered in India under the Companies Act, 1956

WHEREAS Novozymes has requested UAS (B) to act as its research collaborator and whereas UAS (B) has accepted the proposal of the company to act as its collaborator on the following terms and conditions:

NOW THE PARTIES HERETO AGREE AS FOLLOWS:

This agreement details the terms and conditions for UAS (B) undertaking the collaborative activity with Novozymes, and for Novozymes undertaking the collaborative activity with UAS (B), including the financial arrangements, rights and obligations of the parties hereto, pertaining to the collaborative project as detailed in the "Project Description" included in Annexure 1 (herein after called ACTIVITY). Annexure 1 shall be regarded as part of this agreement and any reference to "agreement" shall mean this agreement including Annexure 1.

1. FINANCIAL ARRANGEMENT:

In consideration of the work to be carried out by UAS (B) under the ACTIVITY, Novozymes shall (co-)fund the ACTIVITY by covering expenses as detailed in Annexure 1. Novozymes shall release funds as set forth in Annexure 1 to UAS (B). Payment shall be due sixty (60) days following receipt of invoice from UAS (B) of the due amount.

It is agreed by both the parties that Novozymes shall have the right at its sole discretion to cease releasing the funding set forth in Annexure 1 with one month notice, if the progress is not satisfactory to Novozymes and/or deliverables, as detailed in Annexure 1 are not met with the exception, that funding pertaining directly to the PhD student(s) – at least one - working full time with the ACTIVITY, i.e. his/her/their salary including housing rent allowance, cannot be terminated for a period of 3 years from both parties having signed this agreement. Thus, if Novozymes cease releasing funding set forth in Annexure 1, UAS (B) shall be entitled to cease those parts of the ACTIVITY which are not part of the project(s) of the PhD student(s) that Novozymes continues to fund. Thus, for clarity, the PhD student(s)'s project(s) shall continue for the remainder of the term and results etc. generated under this/these PhD project(s) shall be results etc. generated under the ACTIVITY.

U. S. Nayak
27/10/12

[Signature]

2. RIGHTS AND RESPONSIBILITIES OF UAS (B):

1. UAS (B) shall undertake those parts of the ACTIVITY that are specified in Annexure 1 to be UAS (B) tasks and deliverables.
2. It is hereby confirmed that any personnel of UAS (B) working on the said ACTIVITY are not employees of Novozymes and its associate/sister/affiliate companies and Novozymes shall not be held responsible and UAS (B) shall indemnify Novozymes for any liability on account of such employment/non employment, stipend, salary and other terms and conditions of the employment of any personnel of UAS (B). The terms and conditions of the employment of the SRF(s) shall be in accordance with the prevailing norms of UAS (B).
UAS (B) shall not be held responsible for any personnel that are not personnel of UAS (B).
3. Fulfillment of procedural, legal, or commercial requirements for undertaking the relevant parts of the ACTIVITY shall be the responsibility of UAS (B).
4. UAS (B) shall submit progress reports for the work of SRF(s) that is/are working full time with the ACTIVITY every six months in writing. Further, UAS (B) shall provide any other information that may be required and requested by Novozymes in connection with the ACTIVITY from time to time to

Novozymes, and the parties shall jointly evaluate the progress and institute improvements/corrective measures to ensure the ACTIVITY is kept on track as per expectations and mutually agreed delivery schedule(s).

3. RIGHTS AND RESPONSIBILITIES OF NOVOZYMES:

1. Subject to Article 1, Novozymes shall make funding contribution for the ACTIVITY in amounts and at times set out in Annexure 1i

4. COMPLETION OF ACTIVITY

The ACTIVITY shall be deemed to have been successfully completed on submission of a mutually acceptable Final report.

5. CONFIDENTIALITY

1. UAS (B) shall treat any information/data/results and codes of computer programmes generated under the ACTIVITY or otherwise in connection with the collaboration in strict confidence and shall not disclose or pass on the same to a third party or use such information/data/results for any other purpose than the ACTIVITY without the express, written consent of Novozymes.
2. UAS (B) shall not undertake any work with any other party with commercial interests in what has been defined as the field of the project as detailed in Annexure 1 during the period of this Agreement
3. A party receiving information (hereinafter "Receiving Party") relevant for the ACTIVITY disclosed in any form, including in the form of samples (hereinafter "Information") by the other party (hereinafter "Disclosing Party") shall keep confidential any and all Information and shall use the Information only for the purpose of the ACTIVITY.

Mr. V. S. Nair
27/10/14

[Signature]

4. The obligation of confidentiality and non-use as set forth above in subsection 3 above shall not apply to Information:
 - a) which at the time of disclosure hereunder is, or later becomes, part of the public domain through no act of the Receiving Party;
 - b) which the Receiving Party can show to have been in possession of at the time of disclosure, or has been made available from a third party with the right to disclose it; or
 - c) which the Receiving Party can show to have developed independently of, and without reliance upon, Information of the Disclosing Party; or
 - d) which the Receiving Party is required to disclose subject to applicable law, regulation or judicial/administrative order, provided that the Disclosing Party is given prompt notice and sufficient opportunity to seek confidential treatment of such disclosure.
5. The parties shall ensure that only employees and students who have a need to see the Information to participate in the ACTIVITY shall have access to the Information. For clarity, the obligations of confidentiality and non-use shall also be binding upon any employees or students to whom the Information is disclosed.
6. The obligations of confidentiality and non-use set forth in the above shall continue in full force for a period of five (5) years from termination of this agreement for whatever reason.

6. INTELLECTUAL PROPERTY RIGHTS

1. Whereas UAS (B) is engaged in carrying out research work for the benefit of Novozymes to improve the existing products and the processes and to generate new products and processes.
2. And whereas UAS (B), has the necessary instrument facilities and skills to take up investigations related to the ACTIVITY
3. And whereas the collaboration between Novozymes and UAS (B) envisages the generation of intellectual property that can be patented by Novozymes as and when it considers appropriate

IT IS AGREED THAT

1. While Novozymes recognizes that UAS (B) fully owns the intellectual property (e.g. any technique, process or product) related to the Field (as defined in Annexure 1) filed prior to the commencement of the ACTIVITY, and UAS (B) recognizes that Novozymes fully owns the intellectual property (including, but not limited to, any technique, process or product) generated prior to commencement of or outside the ACTIVITY, intellectual property (including results, data, know-how, inventions etc.) generated as a result of the ACTIVITY during the term of this agreement (hereinafter "Project IP") **is jointly owned by Novozymes and UAS (B) under the conditions given below** with the exceptions, (i) that Project IP generated solely by UAS (B) as a result of the ACTIVITY pertaining to development of new research techniques / instruments / research methodologies shall rest with UAS (B) and (ii) Project IP outside the Field shall be owned solely by Novozymes.
2. Each party may freely and without accounting to the other party exploit its solely owned Project IP, with the limitation that UAS (B) hereby grants Novozymes a

UAS (B) Signature
27/10/14

Novozymes Signature

worldwide, non-exclusive, perpetual, irrevocable, royalty-free license to UAS (B)'s solely owned Project IP to the extent necessary for Novozymes to exploit, including sublicensing, its own solely owned Project IP or the joint Project IP.

3. Novozymes shall be exclusively entitled to commercially exploit the jointly owned Project IP worldwide, provided that Novozymes pays to UAS (B) a royalty of 1% of net sales within the Field (as defined in Annexure 1) of such products the manufacture, use or sale of which but for Novozymes right to exploit jointly owned Project IP would otherwise infringe pending or valid granted claims of jointly owned patent rights directed to Project IP until such accumulated net sales exceed 500 million INR. Hereinafter, Novozymes is obliged to pay to UAS (B) a royalty of 0.5% of such net sales as defined above.

Thus, for clarity, notwithstanding the joint ownership of the Project IP, Novozymes shall have the exclusive right to exploit the Project IP worldwide and UAS (B) shall have no right to exploit the Project IP, except that UAS (B) shall have a right to use Project IP solely for internal research and teaching purposes. Novozymes' right to exclusively exploit Project IP shall comprise the exclusive right to enforce jointly owned Project IP against third parties.

4. Any manuscript prepared for publication by employees of UAS (B) that is in any way based on Project IP cannot be published or surrendered for publication or used for teaching purposes for a period of 3 months after such manuscript has been forwarded to and received by Novozymes for review. In this 3 month period Novozymes must decide whether a patent application based in full or in part on the manuscript, including Project IP described, shall be filed. If Novozymes decides to file such a patent application no publication of the manuscript can take place for a period of additional 3 months. Thus, in any case UAS (B) is free to publish any manuscript 6 months after surrendering it to Novozymes for review – unless the parties agree, that such publication should not take place. For clarity and notwithstanding the immediately above, no manuscript containing Information of Novozymes may be published, surrendered for publication or otherwise disclosed without Novozymes prior, express written consent.
5. Novozymes shall be entitled to prepare and file applications for patents and other intellectual property rights throughout the world directed to or based upon Project IP, and UAS (B) shall, at the request of Novozymes or its nominee to such intellectual property vest any such property legally in Novozymes or its nominee and at the reasonable expense of Novozymes or its nominee render all reasonable assistance in relation to the preparation and prosecution of such applications and in relation to preparations for proceedings or disputes concerning or affecting such Project IP – such proceeding or disputes being entirely in the control of and at the expense of Novozymes. This obligation shall survive the termination of this agreement, notwithstanding the reason for the termination.
6. Publications arising out of the ACTIVITY, if any, shall be jointly authored by the employees from UAS (B) and Novozymes in accordance with their contributions to or content of the publications. Furthermore, in accordance with applicable rules, Novozymes shall mention any inventors of UAS (B) in any patent applications directed to or based upon the Project IP.

M. V. N. N. N. N. N.
27/10/14

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K. S. S. S. S. S.

7. EFFECTIVE DATE, DURATION, TERMINATION OF THE PROJECT

The agreement shall be effective from the date of the last signature of this agreement and shall remain in force for a period of 3 years from that date. The agreement shall terminate either (i) upon the expiry of the 3 years period, unless extended in writing by both the parties (or) (ii) upon termination by a party due to the other party's material breach of its obligations under this agreement. In addition to Novozymes right to terminate for UAS (B)'s material breach,

Novozymes may also cease the funding of the ACTIVITY as set forth in Article 1 (Financial Arrangement) but this shall not terminate the entire agreement as the PhD project(s) shall continue until the end of the 3 year period.

The rights and obligations set forth in Article 5 (Confidentiality), Article 6 (Intellectual Property Rights) and Article 10 (Arbitration) shall survive expiry and termination for whatever reason.

Neither Novozymes nor UAS (B) shall be held responsible for the 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, earthquake, strikes, lockouts, epidemics, riots, civil commotion, etc., provided on the occurrence and cessation of any such events the party within one month of 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 condition continues beyond six months, the parties shall then mutually decide about the future course of action.

8. AFFILIATES

For clarity, this Agreement shall also be binding upon and shall inure to the benefit of Novozymes' affiliated companies, successors and permitted assignees.

9. NOTICES

All notices and other communications to be served on Novozymes under the terms of this agreement, shall be considered to be duly served if the same has been delivered to or posted by registered mail to Novozymes at the address set forth in the beginning of the Agreement, clearly stating Mogens Wümpelmann as recipient. Similarly, any notice to be given to the UAS (B) shall be considered as duly served if the same shall have been delivered to or posted by registered mail to the UAS (B) at its registered address in Bangalore.

10. ARBITRATION

All disputes arising out of or in connection with this agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator selected and appointed by the ICC International Court of Arbitration. The Emergency Arbitrator Provisions shall not apply. The arbitration shall take place in London, United Kingdom and shall be conducted in the English language. This agreement shall be construed and interpreted pursuant to the laws of England and Wales, excluding any conflict of law provisions. The English language of this agreement shall prevail.


27/10/14



SEAL OF PARTIES

In witness thereof the parties hereto have signed this agreement on the date, month and year mentioned hereinbefore.

PARTIES

For and on behalf of
University of Agricultural Sciences, Bangalore

Signature *M.B. Nayak*
27/10/14

Designation

Seal **REGISTRAR**
UNIVERSITY OF AGRICULTURAL SCIENCES
G.K.V.K. CAMPUS, BANGALORE - 560 065,

For and on behalf of
Novozymes South Asia Pvt. Ltd.,

Signature *G.S. Krishnan*
Novozymes SOUTH ASIA PVT. LTD.

Designation **G.S. KRISHNAN**
Managing Director

Seal **NOVOZYMES SOUTH ASIA PVT. LTD.**
27 OCT 2014
Bangalore

Witnesses (Name & Address)

1.... *[Signature]* 27/10/14
Special Officer (Seeds)
National Seed Project
UAS, GKVK, Bengaluru-65
(Dr. RAME Gowda)

2.... *[Signature]* 27/10/2014
Dr. S. NARAYANA SURESH
Professor and University Head
Seed Technology Research, NSP
University of Agril Sciences
GKVK, Bangalore-560 065

Date:

Witnesses (Name & Address)

[Signature] 27/10/2014
Steffen Danielsen
R&D Director Novozymes South Asia

Seal **NOVOZYMES SOUTH ASIA PVT. LTD.**
27 OCT 2014
Bangalore

[Signature] 27/10/2014
SHILPA RAMANI
Satellite Manager

Date:

Seal **NOVOZYMES SOUTH ASIA PVT. LTD.**
27 OCT 2014
Bangalore