

Non-exclusive License Agreement - NIPHM, India

Subject matter	BIOPRODUCT MATERIALS: the materials supplied by NIPHM (identified in Appendix B) together with any derivatives thereof supplied by NIPHM or created by LICENSEE.
Summary of use(s)	A non-exclusive commercial license under PATENT RIGHTS and a non-exclusive commercial license to use BIOPRODUCT MATERIALS to make and have made, to use and have used, to sell and have sold the LICENSED PRODUCTS, and to practice the LICENSED PROCESSES, for the life of the PATENT RIGHTS.
Purpose or background	LICENSEE is desirous of obtaining an non-exclusive license in the TERRITORY in order to utilize the BIOPRODUCT MATERIALS, and to practice the above-referenced invention covered by PATENT RIGHTS in the INDIA , and to manufacture, use and sell in the commercial market the products made in accordance therewith. NIPHM is desirous of granting such a license to LICENSEE in accordance with the terms of this Agreement.
Contact details	National Institute of Plant Health Management,, Department of Agriculture and cooperation, Ministry of Agriculture, Government of India, Rajendranagar,Hyderabad-500030. E-mail: niphm@nic.gov.in Telephone: 040 24015346; Fax: 040 24915347

In consideration of the mutual promises and covenants set forth below, the parties hereto agree as follows:

ARTICLE-I DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

1.1 AFFILIATE: any company, corporation, or business in which LICENSEE owns or controls ownership. Unless otherwise specified, the term LICENSEE includes AFFILIATES.

1.2 BIOPRODUCT MATERIALS: the materials supplied by NIPHM together with any derivatives thereof supplied by NIPHM.

1.3 NIPHM: National Institute of Plant Health Management,, Department of Agriculture and cooperation, Ministry of Agriculture, Government of India, Rajendranagar, Hyderabad-500030. A nonprofit autonomous Institute

1.4 LICENSED PROCESSES: The processes covered by PATENT RIGHTS or processes utilizing BIOPRODUCT MATERIALS or some portion thereof.

1.5 LICENSED PRODUCTS: Products covered by PATENT RIGHTS or products made or services provided in accordance with or by means of LICENSED PROCESSES, or products made or services provided utilizing BIOPRODUCT MATERIALS or incorporating some portion of BIOPRODUCT MATERIALS.

1.6 LICENSEE: Mr. PRADIP PANDURANG BILHORE ADDRESS: AT/POST ADGAONRAJA, TAL: SINDKHEDRAJA DIST BULDHANA PIN 443203MS

1.7 NET SALES: the amount billed, invoiced, or received (whichever occurs first) for sales, or other transfers of LICENSED PRODUCTS, less:

(a) customary trade, quantity or cash discounts and non-affiliated brokers' or agents' commissions actually allowed and taken;

(b) amounts repaid or credited by reason of rejection or return;

(c) to the extent separately stated on purchase orders, invoices, or other documents of sale, taxes levied(i.e. excise duty, value added tax, central sales tax, GST and other tax and other cess levied separately) on and/or other governmental charges made as to production, sale, transportation, delivery or use and paid by or on behalf of LICENSEE; and

(d) reasonable charges for delivery or transportation provided by third parties, if separately stated.

NET SALES also includes the fair market value of any non-cash consideration received by LICENSEE for the sale, or transfer of LICENSED PRODUCTS.

1.8 PATENT RIGHTS: The inventions described and claimed therein, and any divisions, continuations, continuations-in-part to the extent the claims are directed to subject matter specifically described in INDIAN PATENT APPLICATION PUBLICATION (21) **Patent no: 3948/CHE/2014 Journal no. : 34/2014** Application No.1753/CHE/2014 A, INDIA. Date of filing of Application : 11/08/2014 01/04/2014 (43) Publication Date : 22/08/2014 25/04/2014. Title of the invention : A NOVEL TECHNIQUE FOR MASS PRODUCTION AND FORMULATION OF ENTOMOPATHOGENIC NEMATODES” and are dominated by the claims of the existing PATENT RIGHTS, patents issuing thereon or reissues thereof, all to the extent owned or controlled by NIPHM.

1.9 TERRITORY: India.

1.10 A registered Society incorporated under the Registration of Societies Act (XXI of 1860),

1.11 The terms "sold" and "sell" exclude internal transfer from production plant to quality testing and transfer to logistics division and include sales or transfer from logistics division, and Include without limitation other transfers and similar transactions.

ARTICLE-II REPRESENTATIONS

2.1 NIPHM is owner by assignment from inventors of their entire right, title and interest in INDIAN PATENT APPLICATION PUBLICATION (21) Application No. **3948/CHE/2014** A, INDIA. Date of filing of Application : 11/08/2014 Publication Date : **26.12.2014** . Title of the invention : “**A Novel Technique for Mass production and Formulation of Entomopathogenic Nematodes**”

2.2 NIPHM has the authority to issue licenses under PATENT RIGHTS.

2.3 NIPHM is committed to the policy that ideas or creative works produced at NIPHM should be used for the greatest possible farmers and public benefit, and believes that every reasonable incentive should be provided for the prompt introduction of such ideas into public use, all in a manner consistent with the public interest.

2.4 LICENSEE is prepared and intends to diligently develop the invention and to bring products to market which are subject to this Agreement.

2.5 LICENSEE is desirous of obtaining an non-exclusive license in the TERRITORY in order to utilize the BIOPRODUCT MATERIALS, and to practice the above-referenced invention covered by PATENT RIGHTS in the India, and to manufacture, use and sell in the commercial market the products made in accordance therewith.

2.6 NIPHM is desirous of granting such a license to LICENSEE in accordance with the terms of this Agreement

RESPONSIBILITY OF THE LICENSOR

1. The **Licensor** shall within (15 **days**) of the signing of the agreement, hand over to the **Licensee**, Technology Transfer Documents (TTD) consisting of details of **TECHNOLOGY** such as Specifications of formulation, process details and registration data.
2. The **Licensor** shall demonstrate the **KNOWHOW** at the NIPHM to the authorized representative of the **Licensee** within **one month** from the signing of agreement.

3. The **Licensor** shall arrange for the training of **two** of **Licensee**'s personnel having the requisite qualifications for a maximum of **7** man-days. The training shall be availed of by the **Licensee** within a period of **three months** from the date of agreement.
4. The transfer of **TECHNOLOGY** shall be deemed as completed on performance by the **Licensor** the tasks stipulated in provision above 1 to 3.
5. The **Licensor** may at the request of the **Licensee** and on its paying charges as specified by the **Licensor**, depute qualified personnel to render assistance in **KNOWHOW** implementation. This assistance would be available up to a period of **one year** from the effective date and shall not exceed **5 man-days**.

RESPONSIBILITIES OF LICENSEE

1. The **Licensee** shall comply with the provisions of **Insecticide Act** and the rules, regulations there under of CIB, India and any other legislation enforceable in India from time to time for commercialization of the **PRODUCT**, for which the **Licensor** has no obligation.
2. Fulfilment of all procedural, legal, regulatory and operational requirements for the commercial utilization of the **TECHNOLOGY** and selling the **PRODUCT** shall be the responsibility of the **Licensee**. The **Licensee** agrees to commercialise the **PRODUCT** in India only.
3. The **Licensee** acknowledges the absolute ownership of the **TECHNOLOGY** by the **Licensor** shall not dispute the legality, validity or enforceability of the license granted.
5. It shall not be open to the **Licensee** to claim the **TECHNOLOGY** in his/its own name on the plea of having affected any improvements/modifications upon the **KNOWHOW** or upon the **PRODUCTS**. All **PRODUCTS** manufactured by the **Licensee** shall be deemed to have been manufactured under the license hereby granted.
6. The **Licensee** shall permit the personnel of the **Licensor** or its representative or duly authorized officials, at all convenient time to enter into and upon the premises of **Licensee** where **PRODUCTS** under this license, are [manufactured/stocked/sold/ used] for the purpose of inspecting the same and the manufacture thereof, generally to ascertain that the provision of this license are being complied with and quality of the **PRODUCT** maintained and fulfilment of other terms and conditions.
7. The **Licensee** shall not, at any time assign, mortgage, charge, grant sub-licenses or otherwise deal with possession or control of the license hereby granted.
8. The **Licensee** shall not directly or indirectly and either by itself or by its agents use the **TECHNOLOGY** otherwise than in accordance with these presents.
9. The **Licensee** shall not file any application for seeking intellectual property rights in its own name or in the name of other person(s) on any matter relating to the information disclosed to it by the **Licensor** under this agreement.

10. The **Licensee** shall not oppose or direct or cause any persons to oppose any application seeking intellectual property rights relating to the **TECHNOLOGY** and/or **KNOWHOW** filed by the **Licensor**.
11. The **Licensee** shall treat as strictly confidential all information/ knowledge obtained from the **Licensor**, in connection with or relating to the license hereby granted.
12. The **Licensee** agrees to have the sole responsibility for the quality of the **PRODUCT** developed from the **TECHNOLOGY** licensed from the **Licensor**
13. During the currency of the agreement the **Licensee** shall not make any improvements or modifications on the **KNOWHOW/ PRODUCT**. All such improvements/modifications shall then form an integral part of the **TECHNOLOGY**.
14. In cases where the bioproduct is sold as media the **Licensee** shall affix in a conspicuous manner upon every **PRODUCT** and/or mode of packaging containing the **TECHNOLOGY** a label or plate bearing the inscription “**Technology licensed by National Institute of Plant Health Management, Department of Agriculture and cooperation, Ministry of Agriculture, Government of India and Inventors Dr. Korlapati Satyagopal., IAS & Dr. Sunanda, B. S.,** in letters of size not less than half the nominal size of the largest size of letters giving either the name of the **Licensee** or its brand name or trademark for the **TECHNOLOGY** The **Licensee** shall not sell **TECHNOLOGY** and/or any box or package containing the **TECHNOLOGY** without such label or plate being affixed thereon. Similarly every advertisement, hoarding, technical literature, publicity and the like material in respect of, or relative to, the **TECHNOLOGY** issued by the **Licensee** shall include the same inscription as aforesaid in a prominent manner.
15. NIPHM will obtain statutory auditors (appointed by NIPHM)verified statement pertaining to products made based on technology transfer .

Force Majeure

1. 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, Strikes, Lockouts, Epidemics, Riots, Civil Commotion etc., provided on the occurrence and cessation of any such event 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 6 months, the parties shall jointly decide about the future course of action.

ARTICLE-III GRANT OF RIGHTS

3.1 NIPHM hereby grants to LICENSEE and LICENSEE accepts, subject to the terms and conditions hereof, in the TERRITORY

(a) an non-exclusive commercial license under PATENT RIGHTS, and

(b) a non-exclusive commercial license to use BIOPRODUCT MATERIALS

to make and have made, to use and have used, to sell and have sold the LICENSED PRODUCTS, and to practice the LICENSED PROCESSES, for the life of the PATENT RIGHTS. Such licenses shall not include the right to grant sublicenses.

3.2 The granting and exercise of this license is subject to the following conditions:

(a) NIPHM's "Statement of Policy in Regard to Inventions, Patents and Copyrights," and NIPHM's obligations under agreements with other sponsors of research. Any right granted in this Agreement greater than that permitted under Registration of Societies Act (XXI of 1860) for NIPHM shall be subject to modification as may be required to conform to the provisions of those statutes.

(b) LICENSEE shall put in diligent efforts to effect introduction of the LICENSED PRODUCTS into the commercial market as soon as practicable, consistent with sound and reasonable business practice and judgment; thereafter, until the expiration of this Agreement, LICENSEE shall endeavor to keep LICENSED PRODUCTS reasonably available to the public and farmers.

(c) At any time after one year from the effective date of this Agreement, NIPHM may terminate this license if, in NIPHM's reasonable judgment, the Progress Reports furnished by LICENSEE do not demonstrate that LICENSEE:

(i) has put the licensed subject matter into commercial use in the country and is keeping the licensed subject matter reasonably available to the public, or

(ii) is engaged in manufacturing, or marketing activity appropriate to achieving 3.2(c)(i).

Or

It is found that the licensee is engaged in research and development to modify the bioproduct licensed by NIPHM.

Or

It is found that the licensee is selling or using, in any form outside the country without prior consent of licensor.

3.3 All rights reserved to NIPHM under the Registration of Societies Act (XXI of 1860) shall remain and shall in no way be affected by this Agreement.

ARTICLE-IV ROYALTIES

4.1 If the bioproducts are used for production by them,

LICENSEE shall pay to licensor a non-refundable license royalty fee a sum of Rupees 25,000 upon execution of this Agreement.

4.2a LICENSEE shall also pay to licensor during the term of this Agreement as royalty @ 3% as of NET SALES (of biopesticides) by LICENSEE as indicated below:

If bioproducts are sold as media or are transferred to its sister concerns /affiliates then the sale price in such cases will be arrived as follows: MRP-Normal discount offered to others/Dealers

ARTICLE-V REPORTING

5.1 Prior to signing this Agreement, LICENSEE has provided to NIPHM a written plan under which LICENSEE intends to bring the subject matter of the licenses granted hereunder into commercial use upon execution of this Agreement. Such plan includes projections of own consumption and or sales and proposed marketing efforts.

5.2 If progress differs from that anticipated in the plan required under Paragraph 5.1, LICENSEE shall explain the reasons for the difference and propose a modified plan for NIPHM's review and approval. LICENSEE shall also provide any reasonable additional data NIPHM requires to evaluate LICENSEE's performance.

5.3(a) LICENSEE shall submit to NIPHM within sixty (60) days after each calendar half year ending June 30 and December 31, a Royalty Report setting forth for such half year at least the following information:

- (i) the number of LICENSED PRODUCTS sold by LICENSEE and its AFFILIATES in the country;
- (ii) total billings for such LICENSED PRODUCTS;
- (iii) an accounting for all LICENSED PROCESSES used or sold including transfers to affiliates;
- (iv) deductions applicable to determine the NET SALES thereof; and

(v) the amount of royalty due thereon, or, if no royalties are due to NIPHM for any reporting period, the statement that no royalties are due.

Such report shall be certified as correct by an officer of LICENSEE and shall include a detailed listing of all deductions from royalties.

(b) LICENSEE shall pay to NIPHM with each such Royalty Report the amount of royalty due with respect to such half year. If multiple technologies are covered by the license granted hereunder, LICENSEE shall specify which PATENT RIGHTS and BIOPRODUCT MATERIALS are utilized for each LICENSED PRODUCT and LICENSED PROCESS included in the Royalty Report.

(c) All payments due hereunder shall be deemed to have been received when funds are credited to NIPHM's bank account or shall be paid by cheque or DD.

(d) All such reports shall be maintained in confidence by NIPHM except as required by law; however, NIPHM may include in its usual reports annual amounts of royalties received.

. (e) Late payments shall be subject to a charge interest of one and one half percent (1 1/2%) per month.

ARTICLE-VI RECORD KEEPING

6.1 LICENSEE shall keep, and shall require its AFFILIATES to keep, accurate records (together with supporting documentation) of LICENSED PRODUCTS made, used or sold under this Agreement, appropriate to determine the amount of royalties due to NIPHM hereunder. Such records shall be retained for at least three (3) years following the end of the reporting period to which they relate. They shall be available during normal business hours for examination by an accountant selected by NIPHM, for the sole purpose of verifying reports and payments hereunder. In conducting examinations pursuant to this paragraph, **NIPHM shall obtain through its statutory auditors necessary certificate** for calculations of royalties under Article 4. NIPHM's accountant may call for information for calculation of royalties subject to prior approval of LICENSEE.

6.2 NIPHM's accountant shall not disclose to NIPHM any information other than information relating to the accuracy of reports and payments made hereunder.

6.3 Such examination by NIPHM's accountant shall be at NIPHM's expense, except that if such examination shows an underreporting or underpayment in excess of five percent (5%) for any twelve (12) month period, then LICENSEE shall pay the cost of such examination as well as any additional sum that would have been payable to NIPHM had the LICENSEE reported correctly, plus interest on said sum at the rate of one and one half per cent (1 1/2%) per month.

ARTICLE-VII

TERMINATION OF AGREEMENT

7.1 This Agreement, unless terminated as provided herein, shall remain in effect until the last patent or patent application in PATENT RIGHTS has expired or been abandoned.

7.2 NIPHM may terminate this Agreement as follows:

(a) If LICENSEE does not make a payment due hereunder and fails to cure such non-payment (including the payment of interest in accordance with paragraph 5.4(e)) within forty-five (45) days after the date of notice in writing of such non-payment by NIPHM.

(b) If LICENSEE defaults in its obligations under paragraph 8.4(c) and 8.4(d) to procure and maintain insurance.

(c) If, at any time after three years from the date of this Agreement, NIPHM determines that the Agreement should be terminated pursuant to paragraph 3.2(c).

(d) If LICENSEE shall become insolvent, shall make an assignment for the benefit of creditors, or shall have a petition or bankruptcy filed for or against it. Such termination shall be effective immediately upon NIPHM giving written interaction to LICENSEE.

(e) If an examination by NIPHM's accountant pursuant to Article 4 shows an underreporting or underpayment by LICENSEE in excess of 20% for any twelve (12) month period.

(f) If LICENSEE is convicted of a felony relating to the manufacture, use, or sale of LICENSED PRODUCTS.

(g) Except as provided in subparagraphs (a), (b), (c), (d), (e) and (f) above, if LICENSEE defaults in the performance of any obligations under this Agreement and the default has not been remedied within ninety (90) days after the date of notice in writing of such default by NIPHM.

7.3 This agreement may be terminated by either of the parties forthwith if the other party commits breach of any of the terms hereof and shall have failed to rectify such breach within sixty days of the notice in this behalf having been served on it by the other party.

7.4 In addition to the reasons for termination as set forth above, this agreement may be terminated forthwith, if either of the parties voluntarily or involuntarily enters into composition, bankruptcy or similar reorganization proceedings or, if applications invoking such proceedings have been filed.

7.5 LICENSEE may terminate this Agreement by giving ninety (90) days advance written notice of termination to NIPHM, subjected to the condition that the technology shall not be transferred to any other party and shall

not be used by the licensee with or without modifications. Failure to abide by the conditions will attract a penalty of Rs 250000/-(Twenty five lakh)

7.6 Upon termination pursuant to Paragraph 7.2, whether by NIPHM or by LICENSEE, LICENSEE shall cease all use of the BIOPRODUCT MATERIALS and shall, upon request, return or destroy (at NIPHM's option) all BIOPRODUCT MATERIALS under its control or in its possession.

7.7 Paragraphs 6.1, 6.2, 6.3, 7.3, 7.4, 7.5, 8.2, 8.3, 8.5, 8.6, and 8.9 of this Agreement shall survive termination.

SETTLEMENTS

Upon termination of the agreement:

1. All rights granted to and the obligations undertaken by the parties hereto shall cease to exist forthwith except the obligations of the Licensee to keep KNOWHOW in confidence.
2. The **Licensee** or its assignees will not utilize the KNOWHOW to manufacture the PRODUCT and the **Licensee** shall immediately deposit with the **Licensor** the original and all copies of TTD and other documents/data related to this license received from the **Licensor**.
3. The **Licensee** shall immediately pay to the **Licensor** all amounts of money due from it up to date of termination if termination arises on account of Licensee. Also all sums of money hereto paid by the **Licensee** under the terms of this license shall be forfeited to the **Licensor**, and the **Licensee** shall not be entitled to any credit or allowance in respect thereof.
4. The **Licensee** will not be debarred from disposing of the PRODUCTS, which are already manufactured, or in the process thereof by sale or otherwise.

NOTICES

1. All notices and other communications required to be served on the **Licensee** under the terms of this agreement, shall be considered to be duly served, if the same shall have been delivered to, left with or posted by registered mail to the **Licensee** at its last known address of business. Similarly, any notice to be given to the NIPHM shall be considered as duly served, if the same shall have been delivered to, left or posted by registered mail to the **Licensor** at its registered address in Hyderabad.

AMENDMENTS TO THE AGREEMENT

1. During operation of the agreement, if in the opinion of both the parties, some alterations and/or modifications to the existing terms and conditions and /or deletions and/or additions of any provision in this agreement is considered essential, these may be mutually discussed and agreed upon by both the parties in writing. The modifications/changes shall be effective from the date on which they are made/ executed unless otherwise clearly specified in the amendment.

ASSIGNMENT OF THE AGREEMENT

1. The rights 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.

ARBITRATION

1. The dispute or difference between the parties, if, arises during operation of the MOA, shall be settled through mutual consultations and agreement. However, the final decision of NIPHM shall be binding. The unresolved dispute or differences shall be referred to the sole arbitration of a person nominated by Director General, NIPHM. The award of the Arbitrator shall be final and binding on both the parties. Existing law on arbitration matters shall govern arbitration proceedings.

ARTICLE-VIII

GENERAL

8.1 NIPHM does not warrant the validity of the PATENT RIGHTS licensed hereunder and makes no representations whatsoever with regard to the scope of the licensed PATENT RIGHTS or that such PATENT RIGHTS or BIOPRODUCT MATERIALS may be exploited by LICENSEE or an AFFILIATE without infringing other patents.

8.2 NIPHM EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED OR EXPRESS WARRANTIES AND MAKES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PATENT RIGHTS, BIOPRODUCT MATERIALS, OR INFORMATION SUPPLIED BY NIPHM, LICENSED PROCESSES OR LICENSED PRODUCTS CONTEMPLATED BY THIS AGREEMENT. Further NIPHM has made no investigation and makes no representation that the BIOPRODUCT MATERIALS supplied by it or the methods used in making or using such materials are free from liability for patent infringement.

8.3 IN NO EVENT SHALL NIPHM BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR EXPECTED SAVINGS OR OTHER ECONOMIC LOSSES, OR FOR INJURY TO PERSONS OR PROPERTY) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, REGARDLESS WHETHER NIPHM KNOWS OR SHOULD KNOW OF THE POSSIBILITY OF SUCH DAMAGES. NIPHM'S AGGREGATE LIABILITY FOR ALL DAMAGES OF ANY KIND RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER SHALL NOT EXCEED THE AMOUNT PAID BY LICENSEE TO NIPHM UNDER THIS AGREEMENT. The foregoing exclusions and limitations shall apply to all claims and

actions of any kind, whether based on contract, tort (including but not limited to negligence), or any other grounds.

8.4 LICENSEE shall not distribute or release the BIOPRODUCT MATERIALS to others except to further the purposes of this Agreement. LICENSEE shall protect the BIOPRODUCT MATERIALS at least as well as it protects its own valuable tangible personal property and shall take measures to protect the BIOPRODUCT MATERIALS from any claims by third parties including creditors and trustees in bankruptcy.

Beginning at the time any such product, process or service is being commercially distributed or sold (other than for the purpose of obtaining regulatory approvals) by LICENSEE, AFFILIATE or agent of LICENSEE, LICENSEE shall, at its sole cost and expense, procure and maintain commercial general liability insurance and naming the Indemnitees as additional insureds.

8.5 Without the prior written approval of NIPHM in each instance, neither this Agreement nor the rights granted hereunder shall be transferred or assigned in whole or in part by LICENSEE to any person whether voluntarily or involuntarily, by operation of law or otherwise. This Agreement shall be binding upon the respective successors, legal representatives and assignees of NIPHM and LICENSEE.

8.6 The interpretation and application of the provisions of this Agreement shall be governed by the laws of the Registration of Societies Act (XXI of 1860).

8.7 LICENSEE shall comply with all applicable laws and regulations. In particular, it is understood and acknowledged that the transfer of certain commodities and technical data is subject to INDIAN laws and regulations controlling the export of such commodities and technical data, including all Export Administration Regulations of the INDIAN Department of Commerce. These laws and regulations among other things, prohibit or require a license for the export of certain types of technical data to certain specified countries. LICENSEE hereby agrees and gives written assurance that it will comply with all INDIAN laws and regulations controlling the export of commodities and technical data, that it will be solely responsible for any violation of such by LICENSEE or its AFFILIATES, and that it will defend and hold NIPHM harmless in the event of any legal action of any nature occasioned by such violation.

8.8 LICENSEE agrees (i) to obtain all regulatory approvals required for the manufacture and sale of LICENSED PRODUCTS and LICENSED PROCESSES and (ii) to utilize appropriate patent marking on such LICENSED PRODUCTS. LICENSEE also agrees to register or record this Agreement as is required by law or regulation in any country where the license is in effect.

8.9 Any notices to be given hereunder shall be sufficient if signed by the party (or party's attorney) giving same and either (a) delivered in person, or (b) mailed certified mail return receipt requested, or (c) faxed to other party if the sender has evidence of successful transmission and if the sender promptly sends the original by ordinary mail, in any event to the following addresses:

8.10 **National Institute of Plant Health Management, Department of Agriculture and cooperation, Government of India, Rajendranagar, Hyderabad – 500 030** (hereinafter called Licensor) has developed and is in full possession of and has full intellectual property rights to Technology for mass multiplication of entomopathogenic nematodes as detailed in Appendix-II

8.11 The Licensee is engaged in manufacturing and commercializing biopesticides in India and has agreed to procure the Technology.

8.12 The **Licensor** at the request of the **Licensee** has agreed to grant license to the **Licensee** for utilizing the **TECHNOLOGY** on terms and conditions hereinafter contained

8.13 Scope of Agreement: This agreement details the modalities and the terms and conditions for the grant of license by the **Licensor** to the **Licensee** for utilizing the said **TECHNOLOGY**, the rights and obligations of either party thereto and the financial arrangements between the parties.

8.14 This agreement shall be the sole repository of the terms and conditions agreed to herein by and between the **Licensor** and the **Licensee** and no amendment thereof shall take effect and be binding on either of them except as provided for in provision **7.0** hereunder.

If to LICENSOR:

National Institute of Plant Health Management, Department of Agriculture and cooperation, Government of India, Rajendranagar, Hyderabad – 500 030 (Fax-04024015346)

By such notice either party may change their address for future notices.

Notices delivered in person shall be deemed to have been given on the date delivered. Notices sent by fax shall be deemed given on the date faxed. Notices mailed shall be deemed given on the date postmarked on the envelope.

8.15 Should a court of competent jurisdiction later hold any provision of this Agreement to be invalid, illegal, or unenforceable, and such holding is not reversed on appeal, it shall be considered severed from this Agreement. All other provisions, rights and obligations shall continue without regard to the severed provision, provided that the remaining provisions of this Agreement are in accordance with the intention of the parties.

8.16 This Agreement constitutes the entire understanding between the parties and neither party shall be obligated by any condition or representation other than those expressly stated herein or as may be subsequently agreed to by the parties hereto in writing.

DURATION

1. The MOA shall become effective on and from the date, it is signed for a period of patent life

SEAL OF PARTIES

This agreement has been executed in two originals; one of these has been retained by the **Licensor** and the other by the **Licensee**.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

For and on behalf of Licensor

For and on behalf of Licensee

-
National Institute of Plant Health Management,, Department of Agriculture and cooperation,
Ministry of Agriculture, Government of India, Rajendranagar, Hyderabad-500030.

Signature _____

Signature _____

Name: **Registrar**

Name:

Designation:

Seal

Witness

Witness

Signature:

Signature:

Address:

ADDRESS:

Signature:

Address:

Address:

Date: 01/05/2015

Date: 01/05/2015

APPENDIX A

The following comprise PATENT RIGHTS:

For Technology :

1. Patent application number : 3948/CHE/2014

Publication Date : 22/08/2014

Title of the invention : “A Novel Technique for Mass production and Formulation of Entomopathogenic Nematodes”

**Inventors : 1 : Dr. Korlapati Satyagopal ., IAS, Director General, NIPHM
2 : Dr. B.S Sunanda ASO (Nematology)**