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प्रधान मुद्रांक कार्यालय, मुंबई.
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 20 SEP 2022
 संक्षम अधिकारी

AGREEMENT

श्रीमती उलका पाटील

This AGREEMENT is made on this 4th of November, 2022 ('Execution Date').

By and Between

GODREJ AGROVET LIMITED (CIN:L15410MH1991PLC135359), a Company incorporated under the Companies Act, 1956 having its Registered Office situated at Godrej One, 3rd Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai 400 079, Maharashtra, India represented by its Chief Executive Officer - CPB, Mr. Rajavelu N, K (hereinafter referred to as 'GAVL') which expression shall, unless it be repugnant to the meaning or context thereof be deemed to mean and include its successors in business and permitted assigns of the **FIRST PARTY**;



And

PUNJABI UNIVERSITY, a public research university established in the year 1887, having its establishment situated at NH 64, Urban Estate Phase II, Patiala - 147002, Punjab, India, represented by its authorized representative (hereinafter referred to as '**University**'), which expression shall, unless it be repugnant to the meaning or context thereof be deemed to mean and include its legal representatives, successors and permitted assigns of the **SECOND PARTY**;

GAVL and **University** here-in-after for the purpose of this Agreement, are collectively referred hereto as 'Parties' and individually referred to as 'Party'.

RECITAL:

1. **GAVL** is engaged in the business of manufacturing and marketing of agricultural inputs, animal feeds, aqua feed, oil palm etc.
2. **UNIVERSITY** is a public research university. The University is well known for imparting quality education – literary, scientific and technical on national lines and also engaged in the research area of Homobrassinolides.
4. The Parties wish to collaborate with each other for the purpose of carrying out a collaborated additional technical research activity on **GAVL**'s product called "Double" and its after effect on vegetable crop like, "Paddy", "Soybean", "Tomato" (here-in-after referred hereto as '**Project**'). The Proposal pertaining to the activity is annexed herewith in this Agreement as **Annexure A**.
5. On the request of **GAVL**, **UNIVERSITY** will carry out the research activities regarding effect of **GAVL**'s product "Double" on aforesaid crops and in the course of this research work, it may be necessary for the Parties to engage in discussions and disclose proprietary technical and business information with potentially patentable information referred hereto as '**Proprietary Information**'.
6. **UNIVERSITY** has necessary licenses, permission, no-objections, approvals to carry out the activities in respect of the **Project** under this Agreement.
7. Each party has disclosed and/or may further disclose its Confidential Information to the other on the terms and conditions of this Agreement. As used herein, the term 'Discloser / Disclosing Party' shall refer to the **GAVL** whenever the context refers to **GAVL**'s Confidential Information being disclosed to **UNIVERSITY**, which is referred to as 'Recipient / Receiving Party' in that context. Conversely, the term 'Discloser / Disclosing Party' shall refer to **UNIVERSITY** whenever the context refers to **UNIVERSITY**'s Confidential Information being disclosed to **GAVL**, which is referred to as 'Recipient / Receiving Party' in that context.





NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. REPRESENTATION OF THE PARTIES:

1. **UNIVERSITY** shall conduct research activity in respect of **GAVL**'s product called "Double" and its effect on crop like "Tomato", "Paddy", "Soybean", exclusively for and on behalf of **GAVL**.
2. All reasonable expenses pertaining to travel and accommodation of employees of **UNIVERSITY** shall be mutually decided and agreed between the parties and will accordingly be borne by **GAVL**.
3. **UNIVERSITY** has necessary licenses, permission, no-objections, approvals to carry out the activities under this Agreement.
4. It is mutually agreed between the Parties that cost towards all consumables and such as chemicals and glassware will be borne by **GAVL** to conduct research activity under this Agreement. Further, **UNIVERSITY** will provide in-house laboratory for carrying out research and development activities in respect of the **Project**. As and when required, the **UNIVERSITY** shall allow **GAVL** scientist to visit the laboratory and observe the research work being carried out by **UNIVERSITY** for and on behalf of **GAVL**.
5. The proposal provided by **UNIVERSITY** which is agreed by and between the Parties is annexed herewith as Annexure A along with this Agreement.
6. The **UNIVERSITY** need to ensure progress of the **Project** in line with the milestones submitted in the proposal. **The UNIVERSITY** will submit monthly report on the progress of the **Project**. Joint periodic review of the progress on monthly basis should held between the parties to track milestones and deliverables in respect of the **Project**.

2. NON-DISCLOSURE:

- a. For **Purposes** of this Agreement, "**Confidential Information**" means and includes all information or material that has or could have commercial value or other utility in the business in which Parties are engaged and any data or information that is proprietary to the Parties and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:
 - i. Any Trade Secrets, Proprietary documents, business plans, process, structure or practices;

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- ii. Any marketing strategies, plans, financial information, or projections; operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies;
 - iii. Any information related to the cost of project execution or delivery of service;
 - iv. Plans for products or services, and client or partner lists;
 - v. Any algorithm, software, design, process, procedure, formula, source code, object code, flow charts, databases, improvement, technology or method;
 - vi. Any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications;
 - vii. Any invoices, bills, e-mail communications, mobile text communications, and any other communication related to the projects, products or services undertaken by either of the Parties for the other Party or on the behalf of the other Party or its vendors;
 - viii. Any other information that should reasonably be recognized as confidential information of the other Party.
- b. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Parties acknowledge that the Confidential Information is proprietary to the other Party, has been developed and obtained through great efforts by the Party and that Parties regard all of their Confidential Information as trade secrets. Any disclosure of confidential information regarding or in relation to the **Project** by either party with the written consent of the other and on execution of agreement, if any.
- c. The Parties shall use the Confidential Information solely for and in connection with the **Project**.
- d. Notwithstanding any other provision of this Agreement, the Parties acknowledge that Confidential Information shall not include any information that:
- i. Is or becomes legally and publicly available to either Party without breach of this Agreement;
 - ii. Was rightfully in the possession of either Party without any obligation of confidentiality; or



- iii. Is disclosed or is required to be disclosed under any relevant law, regulation or order of court, provided the other Party is given prompt notice of such requirement or such order and (where possible) provided the opportunity to contest it, and the scope of such disclosure is limited to the extent possible.
- e. The Parties shall use the Confidential Information only for the **Project** and not disclose any or part or summary or extract of the Confidential Information to any third party, including third parties affiliated with the other Party, without that Party's prior written consent.
- f. The Parties shall hold and keep in strictest confidence any and all Confidential Information and shall treat the Confidential Information with at least the same degree of care and protection as it would treat its own Confidential Information.
- g. Either Party shall not copy or reproduce in any way (including without limitation, store in any computer or electronic system) any Confidential Information or any documents containing Confidential Information without the Party's prior written consent. The Party shall within reasonable time upon request by the other Party deliver to the Party owning the Confidential Information that has been disclosed to the other Party, including all copies (if any) made in terms of these.
- h. Either Party shall not commercially/non-commercially use or disclose any Confidential Information or any materials derived therefrom to any other person or entity other than persons in the direct employment of the other Party who have a need to have access to and knowledge of the Confidential Information solely for the **Project** as defined above, and such persons are under similar obligation of confidentiality and non-disclosure as these presents. In the event that any employees, agents or affiliates of either Party disclose or cause to be disclosed the Confidential Information, that Party shall be liable for such disclosure.
- i. The Parties may not disclose Confidential Information to any third party under any circumstances regardless of whether the third party has executed a Non-Disclosure Agreement with the Party.
 - j. The Parties agrees to notify the other Party immediately if it learns of any use or disclosure of the Party's Confidential Information in violation of the terms of this Agreement.

3. PUBLICATIONS

Neither Party shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents/provisions thereof,



other information relating to this Agreement, the **Project**, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party. Further, neither Party shall use any photographs/video/other materials belonging or related to the other Party in promotional content through electronic, print or other mediums.

Publication can be done by either party after getting written consent of the other. Further, **University** can submit data in publication after getting written consent of **GAVL** and on execution of proper agreement between the parties before such information to be disclosed/published.

4. COMPELLED DISCLOSURE:

If the Receiving Party faces legal action to disclose the Confidential Information received under this Agreement, then the Receiving Party shall promptly notify the Disclosing Party in writing in order that it may have the opportunity to intercede and upon request and shall co-operate with the Disclosing Party in restricting such a disclosure and on failure of the Disclosing Party to get any stay/protection thereof within a legally permitted timeline, the Receiving Party shall have the liberty to disclose the same, restricted to the information that is legally required to be disclosed upon prior written and prompt intimation of the same to the Disclosing Party.

5. RETURN OF CONFIDENTIAL INFORMATION:

Upon written demand of the either Party, the other Party shall:

- a. Cease using the Confidential Information;
- b. Return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Party that makes such demand, within fifteen (15) days after receipt of notice; and
- c. Upon such return, certify in writing that the other Party has complied with the obligations set forth in this clause.

6. TITLE AND PROPRIETARY RIGHTS:

- a. Notwithstanding the disclosure of any Confidential Information by **GAVL** to **UNIVERSITY**, **GAVL** shall retain title and all intellectual property and proprietary rights in the Confidential Information.



- b. No license under any trademark, patent or copyright, or application for same, which are now or thereafter may be obtained by **GAVL** is either granted or implied by the conveying of Confidential Information, to **UNIVERSITY**.
- c. **UNIVERSITY** shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of **GAVL** on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information.
- d. Likewise, the **UNIVERSITY** shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.
- e. **UNIVERSITY** shall be liable to share the complete data that is generated whilst in the process of carrying out the activity under this Agreement to **GAVL**.
- f. **UNIVERSITY** shall provide technical know-how including but not limited to technical and scientific information such as protocols, observations etc., related to the activity in compliance with the terms and conditions of this Agreement on non-exclusive and non-transferable basis. **UNIVERSITY** shall carry out the activities which is in compliance with the applicable laws and regulations. If **UNIVERSITY** does not comply with any applicable laws and the liability accrues on **GAVL** for the same in any manner, then **UNIVERSITY** shall indemnify **GAVL** from and against any all the costs, damages, losses, liabilities, proceedings (including attorney's fees) of whatever nature and in whichever jurisdiction it may be instituted, made or alleged against or which is suffered or incurred by **GAVL** which arise directly or indirectly from such breach.
- g. **UNIVERSITY** shall duly agree and acknowledge that **GAVL** shall retain all ownership right, title and interest in and to the activities developed in respect of the **Project** using the know-how (and all intellectual property rights therein). However, the **UNIVERSITY** also agrees that the intellectual Property Rights related to the Confidential Information provided by **GAVL** shall be the exclusive property of **GAVL** and any modification/alteration/additions in the confidential information shall be the exclusive property of **GAVL**.
- h. **UNIVERSITY** agrees that the **GAVL** is the explicitly owner of the standardized protocol and shall retain all ownership right, title and interest in and to the protocols developed using this know-how (and all Intellectual Property Rights therein).
- i. **UNIVERSITY** irrevocably agrees that they shall not at any point of time infringe the Intellectual property rights (that is either applied or is in process of applying) of any third party during the process of modifying, refining or making any



inclusions in the existing technology or whilst in the process of developing any new technology or standard operating protocols under this Agreement.

- j. During the term of this Agreement, the know-how provided by **GAVL** may be improved, modified, refined or otherwise altered by the **UNIVERSITY**. Such improvements, modifications, refinements or other alterations shall hereinafter be referred to as 'Newly Developed Technology' and may, but need not necessarily, constitute one or more inventions, whether patentable or not. The **UNIVERSITY** irrevocably agrees to promptly disclose any Newly Developed Technology to **GAVL**. All Newly Developed Technology and all Intellectual Property Rights therein shall be the sole and exclusive property of **GAVL**.
- k. The Parties categorically agree and warrant to **GAVL** that in any case whatsoever, the intellectual property right of any third party shall not be infringed during the process of carrying out the activities under this Agreement. In any case the intellectual property right is infringed or any suit is initiated against **GAVL** for passing off, the **UNIVERSITY** at its own cost and expense indemnify **GAVL** from and against all the cost, damages, liabilities, proceedings (including attorney's fees) of whatever nature and in whichever jurisdiction it may be instituted, made or alleged against or which is suffered or incurred by **GAVL** which arise directly or indirectly from such breach.

7. FEES:

For carrying the research activities by **UNIVERSITY** under this Agreement for and on behalf of **GAVL**, **GAVL** shall pay an amount of Rs. 23,76,000/- (Rupees twenty-three lakhs seventy-six hundred only) to **UNIVERSITY** per annum for two year term as under:

FEE STRUCTURE

Detail of Fees to be paid	1st Year (in Rs.)	2nd Year (in Rs.)	TOTAL (in Rs)
A. Recurring			
Salaries and wages @ INR 25,000/- pm for each student (Total number of students 3)	900000	900000	1800000
Consumables (chemicals, glassware, etc)	800000	800000	1600000
B. Travel			
National	50000	50000	100000



C. Other costs (contingency for paper and printing computer ink, etc.)	50000	50000	100000
D. Consultation fees @ 30,000/- PM	360000	360000	720000
Total	2160000	2160000	4320000
Overhead charges @ 10% of Total amount	216000	216000	432000
Grand Total	2376000	2376000	4752000
Grand Total		4320000	

The charges mentioned hereinabove shall be subject to deduction of TDS at applicable rate as per Income Tax Act, 1961 and after adjustments of dues / claims, if any, except goods & service tax (if applicable) as provided herein. If **UNIVERSITY** produces valid TDS exemption certificate then TDS component will not be deducted. The exemption certificate as received or to be received by **UNIVERSITY** from the Income Tax Department shall form part and parcel of this agreement.

In case of any Goods & Service Tax is levied in terms of this Agreement, **GAVL** shall pay the goods and service tax on the consideration payable to **UNIVERSITY**, provided **UNIVERSITY** seeks registration under Goods & Service Tax Act, 2017 and Goods & Service Tax Rules and submit a copy of such Registration Certificate to **GAVL**.

The **UNIVERSITY**, undertakes to remit applicable Goods and Service Tax ('GST') to the appropriate tax jurisdiction of the applicable taxing authority within the time specified in the applicable law. The undertakes to submit all necessary information, documents and other evidences, including in particular, copy of certificate of registration with tax authorities, copy of challan evidencing payment of GST by the **UNIVERSITY**, and such other documents that may be required by the **GAVL** to enable **GAVL** to claim the credit of GST charged to it by the **UNIVERSITY**. **UNIVERSITY** should also ensure to make payment of GST against the **GAVL** locational GST TIN Number of the jurisdiction as provided to it by **GAVL**.

In the event, **UNIVERSITY** does not remit the GST as stated above, or remits the same to a jurisdiction not as per the GSTIN Number as provided by **GAVL**, or claims that it has made the remittance, but the same is not reflected in the GSTIN network of **GAVL**, then **UNIVERSITY** shall become liable to promptly,

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without delay or demur, reimburse to **GAVL** (i) all the GST payable for the Services as per the scope of service mentioned above, and/or (ii) the disallowed or unavailable credits which otherwise **GAVL** would be entitled under the applicable law if the GST was properly remitted and supply made by them was disclosed as outward supply in their return **UNIVERSITY** on its invoices issued to the **GAVL** within the time period stated above (iii) the interest and penalties associated with such disallowed or unavailable credits and (iv) all other additional taxes or late charges that may be demanded by or may become payable to the taxing authority from **UNIVERSITY**.

UNIVERSITY acknowledges and agrees that in the event any tax proceedings are initiated against **GAVL**, **UNIVERSITY** shall fully co-operate with **GAVL** by furnishing the relevant information related to the service provided to **GAVL** on timely basis as may be required by **GAVL** from the **UNIVERSITY**.

UNIVERSITY acknowledges and agrees that it would adhere to the applicable GST compliances which may be monitored by the taxing authorities and any defaults may result in blacklisting or special scrutiny of either of the Parties. Accordingly, in the event of continuing defaults from **UNIVERSITY**, which results in any kind of adverse actions against **GAVL** including special scrutiny of the books of accounts of **GAVL**, then **GAVL** shall have the right to immediately terminate this Agreement for violation of law committed by **UNIVERSITY** and the breach of this Agreement.

8. TERM:

This Agreement shall be effective from **4th November 2022 till 3rd of November, 2024**, unless earlier terminated in accordance with the terms hereof ("**Term Period**"). This Agreement shall terminate on the earlier to occur of (i) mutual termination in writing by giving 1 (one) months' notice or (ii) expiry of the Term Period or (iii) Parties entering into definitive agreements in relation to the **Project**. Notwithstanding the above, provisions concerning non-disclosure of Confidential Information received pursuant to this Agreement shall survive perpetual period from the date of such expiration/ termination of this Agreement. The terms of this Agreement shall be extended/renewed in writing as would be mutually agreed between the Parties.

9. WAIVER:

The waiver by the **Disclosing Party** of a breach of any provision of this Agreement by the **Receiving Party** shall not operate or be construed as a waiver of any other or subsequent breach by the **Receiving Party** of the same or any other provision.



10. ENTIRE AGREEMENT:

This Agreement constitutes the entire Agreement with respect to the Confidential Information disclosed pursuant hereto and supersedes all prior or other oral or written agreement concerning such Confidential Information. This Agreement may only be amended/appended by written agreement of authorized representatives of both Parties.

11. ARBITRATION:

Any dispute or differences arising in respect of any matter concerning this Agreement shall be resolved by mutual negotiation within 1 (one) month from the date of the arising of the dispute or difference. If it still remains unresolved, it shall be referred to single arbitrator, appointed on mutual consent of the Parties. The arbitration proceedings shall be governed by the provisions of Arbitration and Conciliation Act, 1996 or any other enactment in modification thereof and for the time being in force. The proceeding of arbitration shall be in English and the place of arbitration shall be at Mumbai. Each Party shall pay and bear the fees for the Arbitrator equally and the Parties further agree and undertake to share the fees / cost of the arbitration (including attorney's fees) equally.

12. JURISDICTION:

The competent courts at Mumbai shall have exclusive jurisdiction over any dispute arising out of or relating to this Agreement, and the Parties hereby consent to the jurisdiction and venue of such courts. This Agreement shall be governed by and construed in accordance with the laws of India.

13. NOTICE:

Any notice, consent or communication required to be given under this Agreement shall be given in writing by personal delivery under acknowledgment, by prepaid post to the address or email address set out in this Agreement or to such other address as such Party may have notified in writing to the other for such purposes. Any such notice sent by post shall be deemed (in the absence of evidence of earlier receipt) to have been delivered 7 (seven) days after dispatch and in proving the fact of dispatch it shall be sufficient to show that the envelope containing such notice was properly addressed stamped and posted. Any such notice shall only be valid if given and signed by the authorized person on behalf of the Party. If any notice is sent by electronic mail, then the 'Read' and 'Delivery' receipt will be considered as delivered to the other Party.

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14. Agreement may not be modified, changed or discharged, in whole or part, This except by an agreement in writing signed by the Parties.
15. The provisions of this Agreement are severable and any provision which may be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions.
16. Any discoveries, inventions or improvements relating to the Material, whether patentable or unpatentable developed, conceived or first reduced to practice in the course of performance of this Agreement are deemed "**Inventions**". In the unlikely event that any Inventions are developed, conceived or first reduced to practice in the course of performance of this Agreement, the Parties agree that matters relative to intellectual property rights in such Inventions will be handled subject to further consultation and written agreement between the Parties. In no event shall either Party have the right to (i) disclose Inventions to any third party, or (ii) file patent applications or any other form of legal intellectual property protection on any Inventions developed, conceived or first reduced to practice in the course of performance of this Agreement.
17. **UNIVERSITY** shall adhere strictly to the provisions of this Agreement and shall not assign, transfer, change or in any manner make over or purport to assign, transfer, change or make over this Agreement or its rights, benefits and obligations hereunder or any part thereof without prior written consent of **GAVL**. **GAVL** shall not be bound to give or assign any reason for refusing to give such consent.
18. The parties are independent contractors and nothing contained in this Agreement shall be construed to constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking.
19. Each party's obligations set forth in this Agreement are necessary and reasonable in order to protect the Discloser and its business. Due to the unique nature of the Discloser's Confidential Information, monetary damages may be inadequate to compensate the Discloser for any breach by the Recipient of its covenants and agreements set forth in this Agreement. Accordingly, the parties each agree and acknowledge that any such violation or threatened violation may cause irreparable injury to the Discloser and, in addition to any other remedies that may be available, in law, in equity or otherwise, the Discloser shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the Recipient.
20. If any of the terms of this Agreement has been breached by the **UNIVERSITY** or its employees, then the **UNIVERSITY** will indemnify, defend and hold harmless **GAVL**, its directors, its employees from and against any and all actions, claims, demands, proceedings (including attorney's cost), liabilities or judgments.



21. COUNTERPARTS:

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. In the event that the Parties electronically exchange signed documents converted into a pdf-file, the Parties agree that, upon being signed by both Parties, this Agreement shall become effective and binding and that a digitally signed document being available as pdf-file will constitute evidence of the existence of this Agreement with the expectation that original documents may later be exchanged in good faith.

[Execution Page Follows]

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IN WITNESS WHEREOF, the Parties have caused their respective duly authorized representatives to execute and deliver this Agreement.

<p>SIGNED AND DELIVERED BY WITHIN NAMED "GAVL" viz: Godrej Agrovet Limited through its, Chief Executive Officer – CPB, in the presence of</p> <p>1. Signature:  Name: Ajit Singh Address: Godrej One, 3rd Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai 400 079, Maharashtra, India</p> <p>2. Signature:  Name: Bhav Simran Address: Godrej One, 3rd Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai 400 079, Maharashtra, India</p>	<p>For GODREJ AGROVET LIMITED</p>  <p>Rajavelu N K Chief Executive Officer - CPB</p>
<p>SIGNED AND DELIVERED BY WITHIN NAMED For The University viz: Punjabi University, through its Registrar. _____, In presence of:</p> <p>1. Signature:  Name: Dr. Sanjiv Puri Address: DPH, PUP</p> <p>2. Signature:  Name: Prof. Geetha Sankhedi Address: Dept. of Botany, Punjabi University Patiala.</p>	<p>For PUNJABI UNIVERSITY</p>   <p>Registrar</p>