



**ORISSA UNIVERSITY OF AGRICULTURE AND TECHNOLOGY
BHUBNESWAR**

Advt. No. 1/IPR/2017-18

(Non-Exclusive License for OUAT released varieties protected under PPV&FR Act, 2001)

Applications in plain paper are invited from the interested persons/registered firms/ seed companies for issue of Non-Exclusive License (NEL) for multiplication, storage and sale of seeds of OUAT varieties protected under Protection of Plant Varieties and Farmers Right Act, 2001. The license shall be issued for an initial period of one year from the date of issue of license or till the tenure of protection expires subject to payment of license fees and signing of an agreement (MoU) with OUAT. License fee shall be of Rs. 2,000/- (Rupees two thousand) only per quintal per year in case of rice variety "Pratikshya" and in case of other crop varieties it shall be @ Rs.1,000/- per year/variety irrespective of the crop and quantity. License fee can be paid in shape of **Bank Draft only** drawn on any nationalized bank in favour of "**Dean of Research, OUAT, Bhubaneswar**" along with the application. The seed sectors of **Govt. of Odisha including OSSC Ltd.** are excluded from the license fee clauses and no license fee will be collected from these organizations. The details of terms and conditions for issue of NEL except seed sectors of Govt. of Odisha have been mentioned in the license agreement document (MoU) which can be seen or downloaded from OUAT website (<http://ouat.nic.in>) or can be availed on request from IPR Cell (iprcellouat@gmail.com).

The application along with the license fee and copies of documents *viz.* registration certificate of company/firm/organisation, updated IT/Sales Tax return copy, Copy of the License to deal with seeds (optional), indent copy from DAC or State Govt. should be submitted to the Dean of Research, OUAT, Bhubaneswar-751003 in closed cover either in person or by registered post. License will be issued after verification of records of the applicants on first cum first serve basis and/or till availability of breeder seeds. The University reserves the right to issue or reject license to any applicant without assigning any reason thereof.

Name of the varieties for which Non-Exclusive License to be issued

- Rice** : 1. Pratikshya, 2. Sidhanta, 3. Upahar, 4. Ranidhan, 5. Mandakini
Blackgram : 1. Ujala (OBG-17), 2. Prasad (B 3-8-8)
Rape-seed : 1. Anuradha (ORT (M) 6-2)
Sesame : 1. Nirmala

**Sd/-
Dean of Research**

The MoU must be prepared in non-judicial paper and signed by both the Licensor (OUAT) and Licensee (Private Seed Company / Seed Grower) before any Notary Public

(Not to be printed on the MoU)

(Clauses/ words/sentences/blank spaces marked in red colour may be changed as per the requirement)

DEED OF AGREEMENT /MoU ON LICENSING OF RICE VARIETY “(Name of the variety)”

THIS DEED OF AGREEMENT /MoU made on this (date of agreement).

BETWEEN

Orissa University of Agriculture and Technology (OUAT),Bhubaneswar represented through Dean of Research, Prof.P.N.Jagadev, Siripur, PS.-Khandagiri, Bhubaneswar, Odisha herein after refer to **LICENSOR** (which expression shall unless excluded by or repugnant to the context be deemed to include its successors, administrators, executors and assigns) of the **FIRST PARTY**;

AND

_____ **(Name of the Licensee)** a firm/company registered under

_____ having its registered office at _____
_____ **(address of the company/firm)** hereinafter referred to as **LICENSEE**, (which expression shall unless excluded by or repugnant to the context be deemed to include its successors, administrators, executors and assigns) of the **SECOND PARTY**;

HEREAS the **LICENSOR (OUAT)** is engaged in the research and development of agricultural and horticultural crops;

WHEREAS LICENSOR (OUAT) has developed the rice variety “**(Name of the variety)**” and registered it under Protection of Plant Varieties and Farmers’ Right Act. 2001 vide registration No _____.

WHEREAS LICENSOR (OUAT) being the true breeder of the aforesaid rice variety has been granted Plant Breeders’ Right of the variety under PPV & FR Act. 2001 which confers on it the exclusive right to **produce, sell, market, distribute, import and export the seeds of the variety for a initial period of six years and renewed for remaining years up to the 19th day of Sept. 2021 and of authorizing other persons to do so.**

WHEREAS LICENSOR (OUAT) intended to issue non-exclusive licenses to interested seed companies / firms for multiplication, storage and sale of its protected rice variety “**(Name of the variety)**” for a initial period of **(no. of years)**.

WHEREAS Licensee / Second Party is engaged in producing and marketing seeds of agricultural and horticultural crops has applied for issue of non-exclusive license to OUAT in response to the latest advertisement or publication in the OUAT website for undertaking multiplication, storage and sell of the foundation and certified seeds of above notified rice variety “**(Name of the variety)**” as per terms and condition published in the OUAT website.

NOW, therefore, in consideration of the mutual covenants and promises hereinafter contained, which the Parties acknowledge to be good and sufficient consideration, the Parties hereto have agreed and do hereby agree as follows:

ARTICLE 1. DEFINITIONS

1.1 Unless otherwise clearly required by the context, the following terms as used in this MoU shall have the respective meanings as defined below:

- (a) "**Effective Date**" shall mean the date of signing this Agreement /MoU. If the MoU is signed by the Parties on different dates, the last of such dates;
- (b) "**Mark**" shall mean the trade mark “Logo of **OUAT**”
- (c) "**MoU**" shall mean this Memorandum of Understanding;
- (d) "**Parties**" shall mean **OUAT** and _____ **(Name of the Licensee)** and “**Party**” shall mean any of the above **Parties** as the context may require;

1.2 In this Agreement unless the context demands otherwise:

- (i) Words used in singular shall include the plural and vice-versa;
- (ii) Words denotive of one gender shall denote the other gender;
- (iii) a person includes a legal or natural person or a partnership, firm, trust, government or local authority and shall also include the legal representative or successor in interest of such person.

ARTICLE 2 – RIGHTS AND OBLIGATIONS OF THE PARTIES

- 2.1 **Before the cut off date of breeder seed indent for the crop season the Second Party will place breeder seed indent with OUAT.**
- 2.2 **The Second Party shall place indents for the breeder seeds along with 50% (fifty percent) of Seed Price prevailing on the date of indent.**
- 2.3 **OUAT shall ensure that the Seeds are supplied to The Second Party according to the schedule agreed to between the Parties.**
- 2.4 **The Second Party shall pay the remaining Seed Price while taking delivery of the Seeds.**
- 2.5 **The Second Party shall use the Seeds only for the production of foundation, certified seed and for no other purpose. It is specifically provided that The Second Party shall not transfer the Seeds to any third parties without the prior written approval of OUAT.**
- 2.6 **The Second Party shall produce foundation; certified seeds strictly in accordance with rules/guidelines of state seed certification Agency. Further The Second Party shall comply with all instructions issued by the competent authority during their visits to the facilities where The Second Party produces the foundation and certified seeds.**
- 2.7 **OUAT may provide technical assistance on request by The Second Party subject to payment of cost of travel expenses.**
- 2.8 **OUAT hereby grants The Second Party a non-exclusive and non-transferable license, to use OUAT Mark in relation to the foundation, certified seeds produced from the Seeds in accordance with the terms of this MoU.**
- 2.9 **The Second Party shall not in any way alienate the Mark or permit any third party to use the Mark in relation to any goods/services without the written permission of OUAT.**
- 2.10 **The Second Party shall use the Mark only in relation to the foundation, certified seeds produced from the Seeds, the quality of which has been approved by competent authority and **the SECOND PARTY** shall not use the Mark in relation to seeds which do not conform to the approval accorded by OUAT.**
- 2.11 **The Second Party shall neither use nor display the Mark in conjunction with any other mark or marks, other than those marks owned by The Second Party, the use of which marks OUAT has specifically permitted in writing.**
- 2.12 **The Second Party will have no right to issue sub-license or transfer the license to other without approval of OUAT.**
- 2.13 **The Second Party will be responsible for the maintenance of seed quality and genetic purity of seeds multiplied at his end.**

- 2.14 **The Second Party** will indemnify OUAT from any legal consequences arising out of his deals in subsequent multiplication and transaction of seeds.
- 2.15 **OUAT** will be responsible for the maintenance of nucleus seed and production of breeder seeds as per requirement of **Second Party** subject to advance notice by the **Second Party**.
- 2.16 **The Second Party** shall multiply/sell seeds only in the **state of Odisha** (and not in other states) on a regular basis without making artificial scarcity and at a reasonable price.
- 2.17 **The Second Party** will use registered denomination and **OUAT** logo on all packets of the licensed seed. The First Party may also use his own trademark on the licensed seed along with OUAT logo.
- 2.18 The **OUAT** reserves the right to cancel the non-exclusive license in the event of any breach of terms and conditions of the license by **The Second Party** after serving written notice and giving opportunity to explain within a stipulated time.

ARTICLE 3 – CONSIDERATION

3.1 **The Second Party** shall pay to **OUAT** an up front payment of Rs.2000.00 fixed as License fee/year/quintal for paddy var-Pratikshya and Rs.1000.00 fixed as License fee/year for all other crop varieties uniformly irrespective of crop and quantity. The **Second Party** will also register as a licensee of **OUAT** for the purpose of this variety in the PPV & FR Authority, New Delhi at his expense and comply whatever information sought by authority from a licensee.

- **The Second Party shall** take the breeder seed on payment as per price approved by **OUAT** to produce only one stage foundation seed and certified seed.
- For production of every new stock of foundation seed for subsequent years, **The Second Party will** contact **OUAT** for next batch of supply of fresh breeders' seed, an indent for which will have to be made in advance (preferably a season in advance).
- If the **Second Party** makes the agreement with **OUAT** for more than one year, the MoU remains valid for the following consecutive years and the **Second Party** cannot claim for seeds for the lapse year/season.
- The **Second Party** will submit the required documents to **OUAT** as per the list mentioned in the last advertisement published / **OUAT** website for lifting of seeds on deposit of license fee.

3.2 All payments payable under this MoU shall be exclusive of all taxes.

ARTICLE 4 - RECORDS, ACCOUNTS AND INSPECTION

- 4.1 **The Second Party** shall maintain true, accurate, clear and complete record of every production, sales, net sale price and other details in relation to the foundation and certified seeds produced from the Seeds in accordance with established accounting principles.
- 4.2 **The Second Party** shall upon being requested by **OUAT**, furnish the statement of particulars of the above details and also permit the **OUAT** to make copies or abstracts of or extracts from the stock register, sales register or any other books or records maintained in connection with the subject matter of this MoU.

ARTICLE 5 - UNDERTAKINGS, WARRANTY AND INDEMNITY

- 5.1 **OUAT** warrants that no person other than **OUAT** has any right, title, interest or claim to the Mark and **OUAT** has not done or caused to be done or omitted or caused to be omitted any act, deed or thing whereby the right, title and interest in and to the Mark or its use is, restricted, injured, jeopardized or in any way adversely affected.
- 5.2 **OUAT** shall during the tenure and subsistence of this Agreement do or caused to be done all such acts, deeds and things and/or sign and execute any deed or document and offer and extend all possible assistance which may be necessary for **The Second Party** to effectively use the Mark in respect of and in relation to the foundation and certified seeds produced from the Seeds, in accordance with this MoU.
- 5.3 **OUAT** shall not, nor shall be deemed to assume any responsibility or liability whatsoever either of **The Second Party** or to any other person regarding the standards of quality, contents, functions or characteristic of the foundation and certified seeds produced from the Seeds, sold, distributed or otherwise traded in by **The Second Party** using the Mark under any law for the time being in force and **The Second Party** shall at all times hereafter indemnify and keep indemnified **OUAT** free and harmless from and against all demands, claims, damages or loss and all charges and expenses of any kind whatsoever which **The Second Party** may at any time pay, suffer or incur as a result of or arising out of this MoU.
- 5.5 **The Second Party** acknowledges and recognizes **OUAT**'s sole and absolute right, title, ownership and interest on the variety and on the Mark. Nothing herein contained shall at any time during the continuance or after the expiry or termination of this Agreement be deemed to give or transfer unto **The Second Party** any right, title and interest in the variety and to the Mark.

ARTICLE 6 - TERM AND TERMINATION

- 6.1 This MoU shall be valid for 1 (one) year from the Effective Date which may be extended thereafter another year on a mutually agreeable terms and conditions.
- 6.2 This MoU may be terminated in the event of:
 - (a) Breach of any term of this MoU by either Party, provided that the aggrieved Party has given the other Party in default adequate opportunity to correct the default.
 - (b) **The Second Party** ceasing or discontinuing for any reason whatsoever, the business in relation to the production and sale of the foundation and certified seeds;
- 6.3 Upon termination/expiration of this MoU:
 - (a) The Parties shall expeditiously settle the accounts.
 - (b) **The Second Party** shall immediately:
 - (i) discontinue and desist itself from using the Mark upon or in relation to or in connection with any seeds as also any other mark which is likely to cause confusion or deception or to detract from or adversely affect, the interest of **OUAT** in and to the Mark in any manner whatsoever.
 - (ii) Obliterate and remove the Mark from the sign boards, publicity material and other promotional medium if any.

ARTICLE 7 – NOTICES

- 7.1 Any notices required by this MoU shall be in writing, shall specifically refer to this MoU and shall be sent either by hand, registered mail, global carrier service or courier, all post prepaid or return receipt requested, addressed to each Party at the following addresses, unless subsequently changed by written notice to the other Party:

For **OUAT**: Dean of Research

Orissa University of Agriculture and Technology,
Bhubaneswar – 751003, Odisha

For: _____ **(Name of the Licensee)**

_____ **(Address of the Licensee)**

- 7.2 Any notices required under this MoU shall be effective when delivered.

ARTICLE 8 - ASSIGNABILITY

- 8.1 Neither this MoU nor any rights granted hereunder may be assigned or transferred by either Party without the prior written consent of the other Party. Subject to the aforesaid limitation on assignment, this MoU shall be binding upon and inure to the benefit of any successors in interest and assigns of the Parties hereto, who shall expressly assume in writing the performance of all the terms and conditions of this MoU to be performed by the Parties hereto.

ARTICLE 9 - FORCE MAJEURE

- 9.1 Neither Party shall be liable for any default or delay in performance of any obligation under this MoU caused by any of the following: Act of God, war, riot, fire, explosion, accident, flood, sabotage, compliance with governmental requests, laws, regulations, orders or actions, national defense requirements or any other event beyond the reasonable control of such Party, or labour trouble, lockout or injunction (provided that neither Party shall be required to settle a labour dispute against its own best judgment).
- 9.2 In the event that any or all of the above mentioned reasons totally prevents either Party from fulfilling its obligations under this MoU for a period of one year or more, the other Party shall have the option of terminating this MoU effective immediately.

ARTICLE 10 - ENTIRE MoU

- 10.1 This MoU constitutes the entire agreement between the Parties hereto with respect to the subject matter of this MoU and supersedes all previous negotiations, agreements and commitments, if any, and shall not be changed or modified in any manner, except by instruments signed by duly authorised representatives of both Parties.

ARTICLE 11 - SEVERABILITY

- 11.1 The Parties hereto agree that in the event of one or more of the articles or provisions hereof being subsequently declared void or invalid for any reason the violability or invalidity or unenforceability of such articles or provisions shall not affect the validity or enforceability of other articles or provisions which can be clearly separated or disjointed.
- 11.2 In case the provisions or articles declared void or invalid are material to the operation of the MoU, the Parties shall negotiate in good faith articles or provisions to replace the articles or provisions declared void or invalid.

ARTICLE 12 - NON-WAIVER

- 12.1 Any failure of any Party hereto to enforce any of the provisions of this MoU or to require at any time performance by the other Party of any of the provisions hereof during the term of this MoU, shall in no way affect the validity of this MoU or any part hereof, or the right of either Party thereafter to enforce each and every such provision.

ARTICLE 13 - GOVERNING LAW & DISPUTE SETTLEMENT

- 13.1 This MoU shall be construed, governed and implemented in accordance with the law applicable in India.
- 13.2 In case of any dispute or difference arising out of this MoU on any issue, the same shall be settled amicably by the Parties. In case the Parties are unable to settle the dispute, the Vice-Chancellor, **OUAT** shall himself arbitrate or he shall refer the dispute to Arbitrator under the provisions of Arbitration and Conciliation Act 1996 or any of its statutory modification or enactment thereof for the time being in force.
- 13.3 The place of Arbitration shall be at Bhubaneswar.

ARTICLE 14 - HEADINGS & SCHEDULES

- 14.1 The headings for each Article in the MoU have been inserted for convenience of reference only, and are not intended to limit or expand the meaning of the language contained in the particular Article.

ARTICLE 15 - INDEPENDENT CONTRACTOR

- 15.1 For the purposes of the MoU each Party thereto shall be deemed to be an independent contractor and not any other Party's agent or employee. Nothing herein contained shall be construed as a Joint venture, a partnership or an agency nor shall any similar relationship be deemed to exist between **OUAT** and the **Second Party** except as specifically provided herein.

ARTICLE 16 - 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 Vice-Chancellor, Orissa University of Agriculture and Technology, Bhubaneswar-751003 or any person nominated by him to act as an arbitrator. The award of the Arbitrator shall be final and binding on both the parties. Arbitration proceedings shall be governed by existing law on arbitration matters in India. The venue of such arbitration proceedings will be at Bhubaneswar.

IN WITNESS WHEREOF the LICENSOR and the LICENCEE have executed these presents the day and year first above written.

SIGNED BY

SIGNED BY

For and on behalf of

For and on behalf of

OUAT, BHUBANESWAR

(Name of the Licensee)

Signature_____

Signature_____

Name: Prof. P.N.Jagadev

Name:

Designation: Dean of Research

Designation:

Seal:

Seal:

Witnesses: (Name and address)

Witnesses: (Name and address)

1. _____
Dr.Dayanidhi Mishra
Convener, IPR Cell,OUAT

1. _____

2. _____

2. _____

Date:

Date: