

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN ICAR INSTITUTES/STATE
AGRICULTURAL UNIVERSITIES AND PRIVATE/PUBLIC SECTOR SEED AGENCIES**

This MoU is signed between **ICAR-National Rice Research Institute, Cuttack, Odisha**, a constituent of Indian Council of Agricultural Research (ICAR), New Delhi, a Society registered under the Societies Registration Act 1861 (hereinafter called ‘**Licensor**’) and **Seed Company** (hereinafter called the ‘**Licensee**’).

Whereas the Licensor has developed rice hybrids (name of hybrid: Ajay/Rajalaxmi/CR Dhan 701) and the Licensee is interested to take up large scale commercial seed production and marketing in India. For this purpose, Licensor and Licensee have agreed to the terms and conditions given below.

A. The LICENSOR will offer:

1. Genetically pure breeder seeds of the parental lines (5 kgs each) of the rice hybrid (name of hybrid) along with the details of seed production technology and relevant information.
2. Technical guidance for seed production may be provided by the Licensor at the Licensee’s request on cost basis.
3. A monitoring team consisting at least three members (Hybrid rice breeder, Head of the Crop Improvement Division or his nominee and the Secretary, ITMU, ICAR-NRRI) will monitor the hybrid rice seed production programme and estimate the hybrid seed yield produced by the Licensee. The cost for such visits (2-3 visits in a cropping season) will be borne by the licensee.

B. The LICENSOR in turn will expect from the Licensee:

1. The LICENSEE will not change the denomination of the hybrid (i.e., the name of hybrid shall continue) but may also carry his own trade mark/name on the packet. The name (name of hybrid) and **ICAR-NRRI** should be indicated on the packet.
2. The offer to “LICENSEE” is on **non-exclusive basis**.
3. Licensee should not use the given parental lines/variety for any other commercial purpose, other than commercial seed production of designated hybrid and its marketing.
4. The Licensee agrees not to give or sub-license to produce and market the seeds of hybrid parental lines/variety to any other company/agency including its own subsidiaries/associate companies operating in India or abroad for any purpose.
5. LICENSEE shall duly acknowledge the receipt of the seeds of parental lines from ICAR-NRRI or its designated agent. Licensee agrees for an upfront payment of **Rs.5.0 lakhs + GST @ 18.0% to the Licensor at the time of signing the MoU for three years of the agreement**. Further, at the end of the third year, the agreement will be reviewed and mode of royalty payment will be decided afresh if the Licensee will be interested for renewal of the agreement which will be at the sole discretion of Licensor.
6. Every year, the Licensee must intimate the Licensor well in advance about the targeted seed production, geographical areas of production and both actual production & final sale figures (quantity and rate) for each season.
7. The Licensee agrees to provide adequate access to the records maintained by the Licensee to the Licensor to ascertain actual production and sale figures.

C. Other Clauses:

1. The Licensee is given the right to produce seed on a large scale and market it within the specified recommended regions of India as per the Central or State release and notification proposals of the said new hybrids.
2. The Licensor is the sole authority possessing the right of ownership of Intellectual Property Rights of the New Hybrid, Parental lines/Variety and this shall remain so even after signing this agreement with licensee.
3. The Licensor has full legal rights to permit any other private sector company or public seed agency to produce and market the seed as per the choice.
4. The Licensor will not be responsible for any complaint made/liability claimed by any interested parties including farmers/farmers' organization/court decisions etc. with regard to performance or genuineness of seed material, produced and marketed by the Licensee.
5. The licensor shall have the right to sample seeds/plant parts from any lot of the produce/supply/marketed by the licensee for laboratory testing of its genetic purity analysis through DNA technology and if found lacking in quality or true identity, this license will be terminated without any prior notice along with forfeiture of the upfront amount.
6. This agreement is subject to amendments as per the rules and guidelines of ICAR, DARE, PPV &FRA, IPR and other relevant acts of Union/State government. The "LICENSEE" will recognize the "LICENSOR" as "INITIAL BREEDER" when developing ESSENTIALLY DERIVED VARIETIES (EDVs) or new hybrids/varieties by using the parental lines and will be obliged to share a part of the commercial benefit accrued with ICAR under the provisions of the PPV& FR Act.
7. The terms and conditions of this MoU can be amended by mutual agreement of both the parties keeping in view the developments in future with respect to IPR.
8. This agreement is valid for a period of **THREE YEARS** from the date of signing the MoU and it is renewable for further period on mutually agreed terms and conditions. The Licensor will be free to revoke the MoU unilaterally if any of the clauses are violated by the Licensee.
9. Any dispute arising out of this agreement should be settled through mutual consultation by both the parties. If dispute is not settled through mutual consultation, decision of the Director of ICAR-NRRI, Cuttack, Odisha will be final and binding on both the parties as the Director will act as the sole arbitrator.

Signed on this day the ----- by the authorized Representative of ICAR-NRRI on behalf of the Licensor and the authorized Representative of ----- on behalf of the Licensee, at Cuttack.

Signed by

Signed by

Senior Admn. Officer,
ICAR-NRRI, Cuttack, Odisha

Director Research,

(On behalf of Licensor)

(On behalf of Licensee)

(Seal)

(Seal)

Witness:

Witness:

1. I/C ITMU :

1.

2. Concerned Breeder/HOD :

2.