

MEMORANDUM OF UNDERSTANDING
For Paddy Varieties developed by NRRI

This MoU is signed between **ICAR-NATIONAL RICE RESEARCH INSTITUTE, Bidyadharpur, 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 _____ (hereinafter called the ‘**Licensee**’) is made on this _____, at Cuttack, Odisha, India.

Whereas the Licensor has developed a paddy inbred variety (name of var- say Pooja) 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. NRRI hereby grants to M/s _____, a **non-exclusive** license to make, have made produce, have produced, multiply, have multiplied, sell, have sold and offer to sell the said variety.
2. NRRI shall recognize M/s _____, as its sponsored breeder, for the period of **three years** from the date of execution hereof;

3. NRRI shall provide breeder seed/genetically pure seeds of (name of var) on payment basis for all the three years of MoU period along with the package of practice for seed production technology.
4. Technical guidance for seed production may be provided by the Licensor at the Licensee's request on cost basis.
5. A monitoring team consisting of at least three members (Rice breeder, Head of the Crop Improvement Division or his nominee and the Member Secretary, ITMU, ICAR-NRRI) will monitor the inbred rice seed production programme and estimate the 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 variety, but may also carry his own trade mark/name on the packet. The name Rice Variety: **(name of var)** 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 variety for any other commercial purpose, other than commercial seed production of designated variety and its marketing.
4. The Licensee agrees not to give or sub-license to produce and market the seeds of 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 from ICAR-NRRI or its designated agent. Licensee agrees for an upfront payment of **Rs 20,000 + 18% (GST)** 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 & amount of royalty payment will be decided afresh if the Licensee will be interested for renewal of the agreement beyond third year 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 variety.
2. The Licensor is the sole authority possessing the right of ownership of Intellectual Property Rights of the 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. 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.
6. 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.
7. 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.
8. 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 M/s xxxxxxxxxxxxxx on behalf of the Licensee at Cuttack

Signed by

Signed by

Head of Office
ICAR-NRRI, Cuttack, Odisha
(On behalf of Licensor)
(Seal)

Director/CEO
M/s _____
(On behalf of Licensee)
(Seal)

Witness:

1. I/C ITMU :
2. Concerned Breeder/HOD :

Witness:

- 1.
- 2.