



BY SPEED POST/FAX

भारतीय मृदा विज्ञान संस्थान (भा०कृ०अनु०प०)

नबीबाग बैरसिया रोड, भोपाल - 462038

**ICAR-Indian Institute of Soil Science**

Nabibagh, Berasia Road, Bhopal-462038 (M.P.)

Tel. No. (0755)2747375 EPABX: 2730970/2734221 (Ext. No. 210 & 262) Fax. No. (075) 2733310

Web: www.iiss.nic.in

Date: 10/02/2017

Application No. 115-1/IISS/RTI/2017

To,  
Sh. Prashant Ingole,  
Centre for Agriculture & Rural Development Society (CARDS),  
Nandgaonpeth, Amravati Tq., Amravati Dt.  
Maharashtra 444901

Sub: Reply to information under RTI Act, 2005- reg.

Sir,

Please find enclosed herewith the information in response to your application received at this end under RTI (Application No. 115-1/IISS/RTI/2017 dated 17/1/2017) on 17/01/2017. Further it is informed that the Appellate Authority is Director, ICAR-IISS, Bhopal and his telephone no. is 0755-2730946.

Yours sincerely

(R. Elanchezhian)

Principal Scientist & CPIO

Encl: Information containing 15 pages.

# ICAR-Indian Institute of Soil Science, Bhopal

10 Feb., 2017

**Subject: Reply to RTI query received from Shri Prashant Ingole**

**Ref: Application No. 115-1/IISS/RTI/2017 dated 17/01/2017**

**i) Is it true that IISS, Bhopal invented Mini Soil Testing Kit. Which is was invented, how much funding done.**

ICAR-IISS, Bhopal in joint collaboration with M/s Nagarjuna Agrochemicals Pvt. Ltd. (NAC), Hyderabad has invented a mini lab for soil testing, named "Mridaparikshak". The first part of the second sentence is not understood by me, hence, unable to answer. ICAR-IISS, Bhopal received Rs 2037852/ (rupees twenty lakhs thirty seven thousand eight hundred fifty two only) from M/s Nagarjuna Agrochemicals Pvt. Ltd., Hyderabad for the development of Mridaparikshak mini-lab.

**ii) What is differant between ISS Bhopal Kit & PUSA STFR soil testing meter. (Give all technical details)**

The information pertaining to the PUSA STFR soil testing meter, currently used in the market, is not available with us. Hence, this question cannot be answered.

**iii) Give the procedure to adopt for giving exclusive license to Nagarjuna Agrochemicals. Hyderabad.**

Presently, M/s Nagarjuna Agrochemicals Pvt. Ltd., Hyderabad is availing/exercising the right of preemption for the manufacture and marketing of Mridaparikshak. The period of preemption is 5 years. This is as per the mutual consent of both the collaborating partners and following the instructions contained in S. No. 7, page 84 of "ICAR GUIDELINES FOR Intellectual Property Management and Technology Transfer/Commercialization" (Third reprint October, 2014). The document is available at <http://www.icar.org.in/files/ICAR-GuidelinesIPM&T-2014.pdf>.

**iv) How many application has received for technology transfer, give its name and what action has taken?**

ICAR-IISS has received four applications for technology transfer. The names are:

Fine Trap India, Datta Chowk, Yawatmal-445001

Sugway Agribiotech & Research Foundation, MIDC, Lohara, Yawatmal

M/s Plasti Surge Industries Pvt Ltd., Amravati

Orlab Instruments Pvt. Ltd., B-50, Sanathnagar, Hyderabad,-500018

No action was required to be taken in view of the ICAR guidelines mentioned in S. No. iii above and MOU & trade agreement signed between ICAR-IISS and Nagarjuna Agrochemicals Pvt Ltd., Hyderabad with the consent of ICAR H.Q.

**v) On what basis ISS Bhopal given exclusive license to Nagarjuna company (give its criteria, procedure, copy of agreement justification).**

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The technology of soil test mini lab "Mridaparikshak" was generated in a contractual research project under collaborative mode under Public-Private Partnership. In this research project both ICAR-IISS and M/s Nagarjuna Agrochemicals Pvt. Ltd. contributed technically as well as financially in the generation of said soil test mini lab. The procedure of technology commercialization under such cases is laid down in annexure 8, page 84, S. No. 7. of "ICAR Guide lines for Intellectual Property Management and Technology Transfer/ Commercialization", Second reprint (September, 2014) ([www.icar.org.in/files/ICAR-GuidelinesIPM&T-2014.pdf](http://www.icar.org.in/files/ICAR-GuidelinesIPM&T-2014.pdf)). In short, under such cases, the collaborating partner, if capable of commercializing the technology, would have the right of pre-emption for commercialization of technology. Consequently, the right of pre-emption was exercised by M/s Nagarjuna Agrochemicals Pvt Ltd., Hyderabad. The same is mentioned in the MOU (enclosed) and Terms of Trade agreement (enclosed) with M/s Nagarjuna Agrochemicals Pvt Ltd., Hyderabad.

**vi) How the rate is fixed by ISS Bhopal. What is its rate fix criteria & its procedure adopted. PUSA STFR meter has selling rate is 50 thousand & Bhopal mentioned 80 thousand. Why this difference made gives its clarification.**

The rates were fixed jointly by M/s Nagarjuna Agrochemicals Pvt Ltd., Hyderabad and ICAR-Indian Institute of Soil Science, Bhopal. Full cost + mark up methodology/procedure was adopted while fixing the rates. We do not have the methodology and full technology/supply details of Pusa STFR meter. Hence, the reasons for difference in the rates of Mridaparikshak and Pusa STFR meter cannot be given.

**Vii) How many kit order received to Bhopal & how many supply made (give order copy and its value)**

ICAR-IISS, Bhopal does not invite any kit order. Some kit orders that were addressed to ICAR-IISS, Bhopal were returned by the institute. And, the kit ordering agency was requested to contact the supplier/seller for the procurement of Mridaparikshak. ICAR-IISS, Bhopal has not made any supply of Mridaparikshak.

**Viii) Give the test report of soil test kit.**

We do have results of Mridaparikshak vis-à-vis lab procedures. However, the test data cannot be shared since it contains the valuable research data showing the conversion factors. A patent has also been filed. The sample data is the intellectual property of ICAR-IISS, Bhopal. It involves the data which can be used for developing the relationships of predicted values of parameters and cannot be disclosed.

  
Sanjay Srivastava

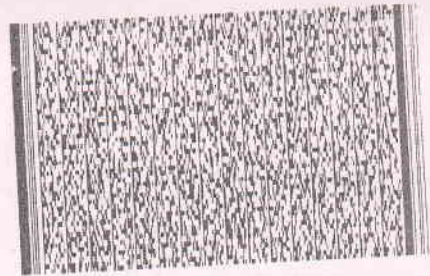
Principal Investigator, Mridaparikshak

To,

Dr. R. Elanchezhian, PS & CPIO, ICAR-IISS, Bhopal



# Registration and Stamp Department Madhya Pradesh



## Certificate of Stamp Duty

### E-Stamp Details

E-Stamp Code  
Total E-Stamp Amount  
Govt. Stamp Duty (Rs.)  
Janpad Duty (Rs.)  
Exempted Amount(Rs.)  
E-Stamp Type  
Issue Date & Time  
Service Provider or Issuer Details  
SP/SRO/DRO/HO Details

01010519122015004159

500

500

0

0

NON-JUDICIAL

19/12/2015 04:12:45 PM

BRAJESH KUMAR MISHRA/SP010541706201500810

SHOP. NO.29/1 OPP. OLD VIDHAN SABHA HUZUR BHOPAL

### Deed Details

Deed Type  
Deed Instrument  
Purpose

Agreement or Memorandum of an agreement  
If not otherwise provided for- Five hundred rupees.  
Agreement or Memorandum of an agreement

### First Party Details

Organization Name  
Address  
Number of Persons

THE DIRECTOR ICAR IISS NAVIBHAG BHOPAL  
NAVIBHAG, BHOPAL M.P BHOPAL Madhya Pradesh INDIA

1

### Second Party Details

Organization Name  
Address

MANAGING DIRECTOR NACPLTD  
158, GREEN PARK COLONY FIRDOS NAGAR, BHOPAL M.P. BHOPAL Madhya  
Pradesh INDIA

1

Number of Persons

THE DIRECTOR ICAR-INDIAN INSTITUTE OF SOIL SCIENCE NAVIBHAG, BHOPAL M.P. V/S MANAGING DIRECTOR  
NAGARJUNA AGRO CHEMICHLS PVT LTD FLAT NO.302, UJJWAL BHAVISHYA COMPLEX HYDERABAD

Digitally signed by Brajesh  
Kumar Mishra  
Date: 2015.12.19 16:20:53  
IST





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## Memorandum of Understanding for Contract Research through Sponsored Mode under Public Private Partnership (PPP)

### 1.1. THE AGREEMENT

This Memorandum of Understanding is made on this 19<sup>th</sup> day of December, 2015

BETWEEN

**The Indian Council of Agricultural Research, 1, Rajendra Prasad Road, Krishi Bhawan, New Delhi - 110001;** hereinafter referred to as ICAR; [or] as represented by its constituent, the ICAR-Indian Institute of Soil Science, Nabibagh, Berasia Road, Bhopal, hereafter referred to as ICAR-IISS or ICAR-IISS, represented by its authorized representative as the First Party on one Part

AND

**M/s Nagarjuna Agro Chemicals Pvt. Ltd with Shri Mukund Maheshwari** as the authorized signatory hereinafter referred as the Contracting party or its authorized representative as the Second Party on the Other Part.

### 1.2. PREMABLE

WHEREAS THE CONTRACTING PARTY is seeking to add six parameters viz., available copper, manganese, molybdenum, gypsum requirement, lime requirement, and calcareousness in Mridaparikshak.

1.2.2. WHEREAS ICAR AT its Indian ICAR-IISS of soil Science has the expertise to add five parameters viz., available copper, available manganese, gypsum requirement, lime requirement, and calcareousness in Mridaparikshak and has identified the following scientists:

**IISS, Bhopal**

Dr. Sanjay Srivastava, Pr. Scientist

Dr. Pramod Jha, Sr. Scientist

Dr. I. Rashmi, Scientist

Dr. Abhay Shirale, Scientist

Dr. A. K. Biswas, HOD, Soil Chem. & Fertil.

Dr. P. Dey, PC, STCR

Dr. Vassanda Coumar, Scientist

Dr. Ashok K. Patra, Director

**And M/s. Nagarjuna Agro Chemicals Pvt. Ltd., Hyderabad has identified**

Dr. B. Sreemanarayana - Director (Techinal)

Mr. Aviraj S. Rathi - Chemical Engineer

Mr. Nirmal Chajed - Electronics Engineer

Mr. Nilesh Hiware - Software Developer

#### Objectives:

- To develop rapid methods of estimation of available copper, manganese, gypsum requirement, lime requirement, and calcareousness suited to be analyzed by Mridaparikshak.
- To make necessary equations for appending in the existing software
- To make nutrient recommendation based on estimated values of Cu and Mn and incorporate in Mridaparikshak.

Now, therefore, in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

### 1.3. SCOPE OF THE AGREEMENT

1.3.1. The agreement details the terms and conditions, financial arrangements, intellectual property rights, responsibilities and obligations of the CONTRACTING PARTY and ICAR-IISS pertaining to the PROJECT.

## 1.4. FINANCIAL ARRANGEMENTS

1.4.1. In consideration of the work to be carried out, the contracting party shall pay to ICAR-IISS as follows:

1.4.2. CONTRACTING PARTY shall bear the funding for the PROJECT as follows:

The CONTRACTING PARTY shall provide to ICAR-IISS the following equipments which are required to support the project.

(i) One multitasking machine capable of performing coloured and B & W print, photocopy, scan and fax.

(ii.) Two Digital display screens (size 4 x 1.5 (feet)) with following specifications: Equipped with Display Port, the PC connection interface for the next generation. With speakers, daisy chain function for digital signal, furnished with an HDMI terminal, digital signage, expansion slot for enhanced functionality, flexible installation, high reliability and user friendly control function for professional use.

(iii) The contracting party will also bear the cost of organizing a National Seminar on Soil "Health Assessment with Mridaparikshak" at ICAR-IISS, Bhopal. The contracting party will bear the expense (for about 150 participants) on following items: Registration material, working lunch, morning and evening tea, audio-visual aids, Hall management, Travelling cost (air fare in India for 4 invited speakers).

(iv.) For the work to be done, the CONTRACTING PARTY shall pay to ICAR-IISS as per details given below.

### 1. Financial Aspects

#### 1. Estimated Expenses

(a) Man days		Man Days	Rate (Rs.)	Amount (Rs.)
Sl. No	Name & designation			
1	Dr. Sanjay Srivastava, Pr. Scientist	12	5500	66000
2	Dr. Pramod Jha, Sr. Scientist	10	5000	50000
3	Dr. L. Rashmi, Scientist	2	3000	6000
4	Dr. Abhay Shirale, Scientist	8	3000	24000
5	Dr. A. K. Biswas, HOD, Soil Chem	5	5500	27500
6	Dr. P. Dey, PC, STCR	5	5500	27500
7	Dr. Vassanda Coumar, Scientist, ESS	5.5	3000	16500
8	Dr. Ashok K. Patra, Director	5	5500	27500
	Technical	2	3000	6000
	Administrative	2	3000	6000
	Supporting	3	1500	4500
	<b>Total</b>			<b>261500</b>
(b)	TA/DA			30000
(c)	Consumables/ Raw materials/ Component Services/ utilities:			25000
(d)	Equipment (Xerox machine (coloured)):			0
(e)	Equipment (Xerox machine (coloured)):			40000
(f)	External payment (Patent filing fee)			10000
(g)	Stationery/publication/display materials			366500
	<b>Sub total (a-g)</b>			<b>18325</b>
(h)	Contingencies (minimum 5% of the cost of the project)			

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(i)	Institutional charge (minimum 20% of the cost of the project)	73300
	<b>Total expenses</b>	<b>458125</b>
II	Intellectual fee (200% of man days)	523000
III	Any other cost (Honorarium other staff (Admin., C PC )	40000
IV	<b>Total fees</b>	<b>1021125</b>
	Service tax (14.5%)	148063
V	<b>Total fees chargeable with service tax (14.5%)</b>	<b>1169188</b>

Rounded up Rs. 1170000/-

\* The Intellectual fee will be distributed as per ICAR norms.

**Schedule of payment of fees:** 50% of the budget at the start of the project, 35% of the budget after one month of the first instalment, and remaining after 15 days of second instalment

## 1.5 MODALITIES OF CONTRACT

1.5.1. The respective responsibilities of ICAR-ISS and the CONTRACTING PARTY and schedule of fulfillment thereof shall be as per project document. The period of completion of work could, however, be extended to such further periods as may be mutually agreed to between the parties.

1.5.2. There will a Monitoring Committee for the PROJECT. The Monitoring Committee shall consist of Director each from the ICAR-ISS and the CONTRACTING PARTY. The Monitoring Committee will be responsible for monitoring and reviewing the progress of PROJECT. It shall review the progress of the PROJECT from time to time.

1.5.3. The ICAR-ISS and CONTRACTING PARTY shall co-operate with each other to carry out activities as per the protocols drawn up.

## 1.6 RESPONSIBILITIES OF ICAR-ISS

1.6.1. INSTITUTE shall undertake the work on the Project as per schedule of work detailed in project document.

1.6.2. ICAR-ISS shall complete the PROJECT including submission of the Final Report within two months of receipt of first instalment of payment or from the date of signing of the agreement, whichever is later.

1.6.3. This period of completion of PROJECT could, however, be extended to such further periods as may be mutually agreed to between the parties without any liability on the part of ICAR-ISS.

1.6.4. The ICAR-ISS would submit the Final Report on the PROJECT after completion of the project.

1.6.5. This present project is for addition of five more parameters in Mridaparikshak. These are available Cu, Mn, and calcareousness, lime and gypsum requirement. However, it is agreed by both the parties that though ICAR-ISS would research on all the stated parameters, it may be understood and agreed upon be both the parties that Cu and Mn are having very low critical levels and hence there is a issue of sensitivity of test procedures for these under colorimetric method in spite of serious effort by the team and the results may come accordingly.

## 1.7 RESPONSIBILITIES OF THE CONTRACTING PARTY

1.7.1. The CONTRACTING PARTY shall provide all the facilities in terms of man and material help available with it and afford all facilities to the ICAR-ISS for fulfillment of the research under the agreement.

1.7.2. The equipment/instrument/hardware etc. [provided by/purchased at the cost of] the CONTRACTING PARTY shall after the completion of the PROJECT remain the property of the ICAR-ISS.

1.7.3. The CONTRACTING PARTY shall permit the ICAR-ISS'S duly authorized officials, at all convenient times to enter into and upon any premises of the CONTRACTING PARTY



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where the Mridaparikshak manufactured as aforesaid may be stored or manufactured and sold for the purpose of inspecting the same and the manner of manufacture thereof and generally to ascertain that the provisions of this agreement are being complied with.

- 1.7.4. During the tenure of this agreement the CONTRACTING PARTY shall disclose to ICAR-ISS any improvement/ modification made on the Mridaparikshak.
- 1.7.5. Fulfilment of all procedural, legal, commercial requirements for the undertaking/implementing the results of the PROJECT shall be the responsibility of the CONTRACTING PARTY.
- 1.7.6. The CONTRACTING PARTY shall provide adequate personal [Equipment] Accident Insurance for ICAR-ISS personnel [and Equipment] deployed at the site of the CONTRACTING PARTY in connection with the work under the PROJECT.
- 1.7.7. The results of the PROJECT will be incorporated in Mridaparikshak by the contracting party. The software will be adequately modified by the contracting party. The modified software will be handed over by the contracting party to ICAR-ISS, Bhopal. Before handing over the software, contracting party will install the software in new Mridaparikshak before the team of scientist of ICAR-ISS, and show the functioning of software to ICAR-ISS.

## 1.8 OWNERSHIP OF IPR

- 1.8.1. The ownership of products that may be produced during the sponsored research shall be the property of ICAR-ISS, Bhopal.

## 1.9. PRICE FIXATION

The selling price per unit of the Mridaparikshak after additions of five new parameters shall be fixed by the contracting party in consultation with ISS, Bhopal. As and when required, the selling price per unit shall be revised.

## 1.10. COMPLETION

- 1.10.1. The PROJECT shall be deemed to have been successfully completed on submission of the Final Report and fulfilment of responsibilities detailed in project document to the agreement by the ICAR-ISS and CONTRACTING PARTY.

## 2.1. RESULTS OF PROJECT

- 2.1.1. Any intellectual property rights [patents/design/trademark/copy rights] etc. obtained by the parties hereto pertaining to the PROJECT prior to signing of the agreement shall remain the property of the ICAR-ISS. The contracting party shall have right to commercially exploit/use the intellectual property in consideration of this agreement/ on mutually agreed terms.
- 2.1.2. When the chemistry of the estimation of the new parameters i.e. available copper, manganese, gypsum requirement, lime requirement, and calcareousness is patented, the patent rights shall rest with ICAR-ISS.
- 2.1.3. The parties shall consult each other for any publication in respect of the PROJECT. These publications (papers, reports etc.) shall be in the names of research workers of ISS, Bhopal with or without M/s. Nagarjuna Agro Chemicals Pvt Ltd. depending upon the contribution made, wherein it will be duly acknowledged that the work has been carried out under the collaborative programme between the parties.

## 2.2. CONFIDENTIALITY

- 2.2.1. During the tenure of the agreement both ICAR-ISS and the CONTRACTING PARTY undertake on their behalf and on behalf of their subcontractors/ employees/representatives/ associates to maintain strict confidentiality and prevent disclosure thereof of all the information and data exchanged/generated pertaining to work under this agreement for any purposes other than in accordance with the agreement.



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## 2.3 RIGHTS AND OBLIGATIONS OF PARTNERS IN PROTECTION OF INTELLECTUAL PROPERTY (IP)

- 2.3.1 An anticipated IP in the form of a new methods of estimations of the parameters reported in this MOU are likely to be generated.
- 2.3.2 When the new methods are patented, the patent rights shall rest wholly with ICAR-IISS.
- 2.3.4 ICAR-IISS shall not give the technology or the product under this MOU to any other person/institutions/manufactures for first five years without consent of the contracting party.

## 2.4. COMMERCIALIZATION/LICENSING ARRANGEMENT OF IP

- 2.4.1 Since contracting party has the capacity to commercially exploit the IP by itself, the contracting part will have the right of preemption for the commercial exploitation of the developed methods and top up these methods in Mridaparikshak.
- 2.4.2 The period of commercial exploitation and the right of preemption will be five years. Within one month of taking each commercial decision, the contracting party shall inform ICAR-IISS and ICAR/parent organization of contracting party and forward copies of the relevant documents.
- 2.4.3 The contracting part in case it exercises its right of preemption for the commercial exploitation of Mridaparikshak with five additional parameters, shall pay a fixed amount of Rs. 100000 to ICAR-IISS as license fee and a royalty (for the commercial exploitation/use of said intellectual property) of more than 2.5 % of the sale price of intellectual property. The exact rate of royalty shall be decided at the time of transfer of technology of addition of five new parameters in Mridaparikshak. After the period of five years of commercial exploitation the payment of royalty by the contracting party shall be reviewed, which may be continued at the same rate or the rate of royalty may be revised.
- 2.4.4 If the contracting party is not able to commercialize the IP (Upgraded Mridaparikshak) within a period of one year of the signing of the license agreement, ICAR-IISS will have the right to give the IP (Mridaparikshak with five additional parameters) to any other interested party or parties for the benefit of stakeholders.
- 2.4.5 Notwithstanding the license granted to the contracting party, the ICAR shall have the right to license the intellectual property (estimation of five parameters), during the period of exclusivity if:
- a. There is a proposal for import of same / similar intellectual property as developed under the collaborative project; or
  - b. Government of India desires the ICAR to disclose the intellectual property for its own use/benefit of stakeholders.
- 2.4.6 The ICAR-IISS shall share the net returns from the commercialization efforts among the scientists/innovators, institutions and ICAR headquarters as per its guidelines.

## 2.5. ACKNOWLEDGEMENT

- 2.5.1. The CONTRACTING PARTY shall affix in a conspicuous manner upon every PRODUCT (Mridaparikshak with additional five parameters) and/or mode of packaging containing the PRODUCT (Mridaparikshak with additional five parameters) a label or plate bearing the inscription "ICAR-IISS" in letters of size not less than half the nominal size of the largest size of letters giving either the name of the CONTRACTING PARTY or its brand name or trademark for the PRODUCT (Mridaparikshak with five additional parameters). The CONTRACTING PARTY shall not sell PRODUCT (Mridaparikshak with additional five parameters) and/or any box or package containing the PRODUCT (Mridaparikshak with additional five parameters) 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 KNOWHOW/ PRODUCT (Mridaparikshak with additional five parameters) issued by the CONTRACTING PARTY shall include the same

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inscription as aforesaid in a prominent manner.

## 2.6. FORCE MAJEURE

- 2.6.1. Neither party shall be held responsible for non-fulfilment 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, epidemics, riots, civil commotion, etc. provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within 15 days of such occurrence or cessation. If the force-majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

## 2.7. EFFECTIVE DATE, DURATION, TERMINATION OF THE AGREEMENT

- 2.7.1. The agreement shall be effective from the date of signing of the agreement by both the parties or the date of receiving the 50% of the project amount by the ICAR-ISS from the contracting party, whichever is later. The project duration is two months from the effective date.
- 2.7.2. During the tenure of the agreement, parties hereto can terminate the agreement either for breach of any of the terms and conditions of this agreement or otherwise by giving a 15 days notice in writing to the defaulting party. Failure of either party to terminate the agreement on account of breach or default by other shall not constitute a waiver of that party's right to terminate this agreement.
- 2.7.3. In the event of termination of the agreement the rights and obligations of the parties thereto shall be settled by mutual discussion; the financial settlement shall take into consideration not only the expenditure incurred but also the expenditure committed by ICAR/ICAR-ISS.
- 2.7.4. In the event of termination of agreement, the CONTRACTING PARTY shall not be entitled for refund of contract fee paid in advance to ICAR/ICAR-ISS.
- 2.7.5. The agreement arrived at between the parties hereto for utilization of intellectual property if any shall survive the termination of the agreement.

## 2.8. NOTICES

- 2.8.1. All notices and other communications required to be served on the CONTRACTING PARTY 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 CONTRACTING PARTY at its last known address. Similarly, any notice to be given to the ICAR shall be considered as duly served if the same shall have been delivered to, left with or posted by registered mail to the both ICAR at its registered address at New Delhi and ICAR-ISS at its registered address at Bhopal.

## 2.9. AMENDMENTS OF THE AGREEMENT

- 2.9.1. No amendment or modification of this agreement shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment of this agreement. The modifications/changes shall be effective from the date on which they are made/ executed, unless otherwise agreed to.

## 3.1. ASSIGNMENT OF THE AGREEMENT

- 3.1.1. 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.

## 3.2. ARBITRATION

- 3.2.1. 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 a person nominated by Director-General, ICAR. The award of the

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Arbitrator shall be final and binding on both the parties. Arbitration proceedings shall be governed by existing law on arbitration matters.

SEAL OF THE PARTIES

In witness whereof the parties hereto have signed this agreement on the day, month and year mentioned herein before.

Parties

For and on behalf

For and on behalf

OF ICAR-IISS

of CONTRACTING PARTY

Signature

Signature

Name: Dr. Ashok K. Patra

Name : Shri Mukund Maheshwari

Designation: Director

Designation: MD

ICAR-IISS, Bhopal

Nagarjuna Agro Chemicals Pvt Ltd.,

Hyderabad

Seal

Seal


Witness : (Name and Address)

Witness : (Name and Address)

1.  Neelesh Kumar  
ICAR-IISS, Bhopal

1.  Neelesh Kumar  
F-53, 42nd Street, 2nd Floor, 2nd Street, 2nd Floor

2. Neelesh Kumar F-53, 42nd Street, 2nd Floor, 2nd Street, 2nd Floor  
(Neelesh Kumar) ICAR-IISS, Bhopal

2.  Ch. Venkata Ramana Rao  
158, Green Park Chy,

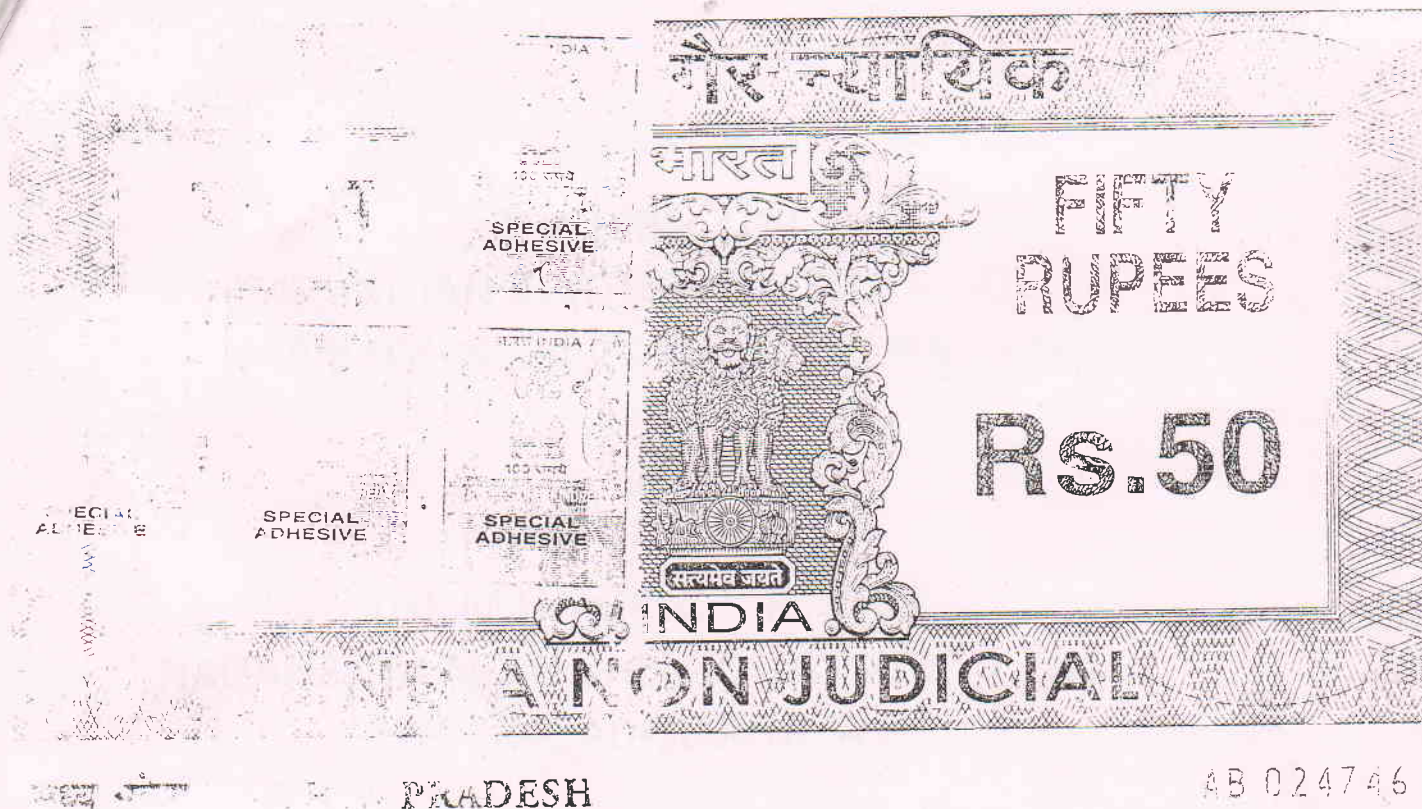
Date

Date 158, Green Park Chy,  
Bhopal (M.P.)

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IS

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## Agreement Between

ICAR - IIS and Nagarjuna Agro Chemicals Pvt Ltd

This agreement is signed on 17th day of September 2015

### WHEREAS

ICAR-Indian Institute of Soil Science, Bhopal- a constituent unit of the Indian Council of Agricultural Research (ICAR), Rajendra Prasad Road, Krishi Bhawan, New Delhi (a society under the Societies Registration Act, 1860) through its Director hereinafter referred to as "ICAR-IISS"

Nagarjuna Agro Chemicals Pvt. Ltd., Hyderabad, a company duly incorporated and registered under the Companies Act, 1956 and having its registered office at Hyderabad and having its manufacturing unit at Plot No.B-10, MIDC, Sewagram Road, Wardha - 442001, Maharashtra, through its authorized representative, hereinafter referred to as "NAC"

ICAR-IISS has developed Device and Method for Measurement of Soil Health Parameters and Fertilizer Recommendation, hereinafter "Licensed technology" through joint collaborative research project between IISS-ICAR and NAC signed on November 12, 2014. Following are the terms and conditions agreed by both ICAR-IISS and NAC for commercialization of the technology.

*Signature*

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2321-22  
50+50=100  
D/08/11

THE DIRECTOR,  
ICAR-INDIAN INSTITUTE OF SOIL SCIENCE  
NABIBAGH BERASIA ROAD, BHOPAL (MP)

V/S

THE MANAGING DIRECTOR,  
NAGARJUNA AGRO CHEMICALS PVT.LTD. (NAC)  
HYDERABAD-500016 (A.P.)





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AB 024747

#### Technology Details:

Mridaparikshak is a mini soil laboratory developed in a contractual project entitled "A Rapid 'Soil Test Kit' for making soil test based fertilizer recommendations and preparing soil health card with respect to soil fertility parameters", as per the contract (Memorandum of Understanding for joint collaborative research project) between ICAR-IISS and NAC signed on November 12, 2014. Mridaparikshak can estimate 10 important soil parameters viz., pH, EC, organic carbon, available nitrogen, phosphorus, potassium, sulphur, zinc, boron, and iron. The results obtained by Mridaparikshak are stable, reproducible and generally correspond to the standard laboratory procedures employed in India.

Mridaparikshak is a digital mobile quantitative mini laboratory which can provide soil testing service at farmers' doorstep. It can also provide soil and crop specific fertilizer recommendation directly to farmers on their mobiles through SMS. Mridaparikshak comes with shaker, weighing balance, hot plate, and smart soil pro, an instrument for determination of soil parameters and displaying of fertilizer nutrient recommendations.

As per the MOU signed on November 12, 2014, the patent rights with respect to chemistry, shaking procedure, colour interpretation and fertilizer recommendation will rest wholly with ICAR-IISS. The invention is disclosed by patent application number 2522/DEL/2015 filed on date 14-08-2015 in India in the name of ICAR wherein eight investigators are from ICAR-IISS and four investigators are from NAC. ICAR holds complete ownership in the rights generated out of the above-mentioned patent application.



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However, both ICAR-IISS and NAC shall have to wait physical designing and layout of the final assembled kit.

#### Role of ICAR-IISS:

1. ICAR - IISS grants pre-emptive license for five year from the date of signing of this agreement.
2. ICAR - IISS has provided Technology Transfer Document (TTD) to NAC and NAC has agreed to follow TTD in making of Mridaparikshak.
3. ICAR - IISS will train two (2) staff/technician of NAC at ICAR-IISS at the NAC's cost.
4. The expenses on demonstrations, trainings, and lectures for Mridaparikshak by the personnel of ICAR-IISS will be borne by NAC.
5. ICAR - IISS will have the rights to monitor and supervise facility of production/manufacturing process for which the expense will be met by NAC.
6. ICAR - IISS is not liable of any indemnities related to the use of Mridaparikshak.

#### Role of Nagarjuna Agro Chemicals Pvt. Ltd:

1. NAC will not sublicense the technology to any third party.
2. NAC will sell the product in Indian Territory only.
3. NAC will sell the product and consumables on the MRP mentioned below.
4. NAC shall be responsible for quality control of the product and reagents as per TTD.

#### Licensing Fee, Maximum Retail Price and Royalty:

1. Licensing Fee
  - a. NAC will pay Rs. 1,00,000/- (Rupees One Lakh only) plus service tax as license fee for the above said technology within three days of the signing of this document.
2. Maximum Retail Price
  - a. NAC agrees to sell the licensed product at a price not more than Rs 72000/- (exclusive of tax/VAT) which includes the price of reagent kit for 100 soil samples for ten parameters each.
  - b. NAC also agrees to sell the refilling of licensed product at a price not more than Rs 13500/- (exclusive of tax/VAT).
  - c. The prices of both product and refilling may be changed after a period of one year with mutual consent of the Parties.
3. Royalty
  - a. NAC will pay 2.5 % on sales both on product and refilling on quarterly basis. This amounts a royalty @ Rs. 1798.61 per Mridaparikshak sale and a royalty of Rs. 337 per refilling. NAC will provide royalty to IISS for each sale of Mridaparikshak and each sale of refilling.

#### Process Flow

1. ICAR - IISS has provided the prototype and know-how to make Mridaparikshak to NAC (in TTD) as the result of Joint collaborative project. TTD is a part of this agreement.
2. Terms of trade agreed by ICAR- IISS and NAC.
3. Manufacturing and Selling of the products and reagents by NAC.
4. NAC will submit quarterly report on status of production and sales/stocks to ICAR-IISS.
5. NAC will pay due royalties to ICAR-IISS on quarterly basis.
6. Any other research/projects should be dealt in separate MoU.

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### Terms and Conditions

1. NAC will communicate to ICAR-IISS regarding all matters related to this technology transfer.
2. ICAR-IISS will regulate the use of Logo's, Use of names, trademarks and patents by NAC.
3. ICAR - ISS will not involve in bid, auction, tender in collaboration with NAC.
4. Any disputes regarding the above said technology will be resolved by mutual discussion between the competent authorities (i.e MD, NAC & Director, IISS) and the decision shall be final and binding. If the dispute is not resolved with mutual consent, it will go to the arbitration of DG, ICAR.
5. The NAC has delivered a business plan showing the amount of money, number and kind of personnel and time budgeted for development of the licensed products as per Annexure I (Document of computing cost and price of Mridaparikshak). This business plan made by NAC includes, among other things, salary of staff, raw material cost, expense on carriage inward, carriage outward, interest cost, depreciation cost of equipments, labour cost, VAT, product promotion cost, and profit percentage of licensee and distributors.
6. The NAC within one month of the signing of this document would supply to ICAR-IISS the information along-with the documents for the amount of loan taken by the NAC for running the business. The NAC will also supply to ICAR-IISS the information along-with the necessary document about the amount of EMI payable on that loan.
7. The NAC shall keep confidential and refrain from using, except under the terms of this Agreement, all know-how disclosed to it by the ICAR-IISS, its employees, and its agents under this Agreement.
8. All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this agreement are merged in and superseded by this MOU and are of no effect. This agreement constitutes the entire understanding between the Parties as to the subject matter of this agreement. This agreement sets forth all representations forming part of or in any way affecting or relating to the subject matter of this agreement.

For and on Behalf of

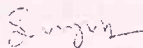
ICAR-Indian Institute of Soil Science

The Licensor



Signature

Witnesses:



1. Sanjay Srivastava

Typist 5/01 ICAR - Indian Institute  
of Soil Science, Bhopal, Madhya Pradesh  
Bhopal - 462038

(P. R. Arora)

Room No-108, KAR-II, Pusa Campus,  
ICAR, New Delhi - 110012

For and on Behalf of

Nagarjuna Agro Chemicals Pvt. Ltd.

The Licensee



Signature

Witnesses:



1. Sivakumar P  
BM, Agri  
NAC Complex, New Delhi  
9739850500

2.)



(R. Venkata Ramana Iyer)  
158, Green Park Colony  
Barabati Road, Bhubaneswar  
462018