



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. 252 & 256) Fax. No. (075) 2733310

Web: www.iiss.nic.in

Date: 19.03.2016

Application No. 99-2/IISS/RTI/2016

To

Shri Vinod Nandwani,
34/21 Old Rajender Nagar,
New Delhi 110060

Sub: Reply to information under RTI Act, 2005 and page charges – reg.

Sir,

Please find enclosed herewith the information in response to your application received at this end under RTI dated 20/02/2016. It is hereby informed that the information contained altogether 34 pages and you are requested to remit Rs 68/= as page charges to ICAR unit IISS Bhopal on receipt of this letter. 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 34 pages

Note: For page charges, already a letter has been sent to you on 17/03/2016 (copy enclosed), which may be ignored if requisite fee (Rs 50) is not sent. If Rs. 50 is already sent then difference of Rs. 18 may be sent to the undersigned on receipt of this letter.

ICAR-Indian Institute of Soil Science, Bhopal

Date: March 14, 2016

Ref: RTI Application No. 99-2/IISS/RTI/2016 dated 22.02.20161

Sub: RTI application received from Shri Vinod Nandwani, 34/21 Old Rajender Nagar, New Delhi 110060

1.

- a हाँ, इस बात की जानकारी थी.
- b. भारतीय मृदा विज्ञान संस्थान १९८८ से मृदा स्वास्थ्य से सम्बंधित अनुसंधान कार्य कर रहा है. मृदा स्वास्थ्य परिक्षण संस्थान का एक मुख्य उद्देश्य है. इसी सम्बन्ध में संस्थान में एक अखिल भारतीय परियोजना STCR भी चल रही है इस परियोजना में भी एक साइल टेस्ट किट IGKV रायपुर ने विकसित किया है. इसके आलावा और भी साइल टेस्ट किट भारत में मौजूद हैं. लेकिन एक ऐसी लघु प्रयोगशाला का विकास करना था जिससे साइल टेस्ट पैरामीटर्स का मात्रात्मक आंकलन किया जा सके तथा सूक्ष्म पोषक तत्वों का भी आंकलन किया जा सके. इसी बीच जब एक collaboraive प्रोजेक्ट का प्रस्ताव आया तो उसे स्वीकार कर लिया गया (संस्थान के बारे में अधिक जानकारी हमारे वेबसाइट www.iiss.nic.in पर उपलब्ध है.
- c. नहीं ऐसी कोई भी सूचना उन्हें नहीं दी गयी
- d. व्यय की सूची संलग्न है
- e. नागार्जुन एग्रोकेमिकल्स के द्वारा किये गए व्यय की जानकारी संस्थान में उपलब्ध नहीं है. इस प्रोजेक्ट के लिए नागार्जुन एग्रोकेमिकल्स ने रुपये २०३७८५२/ संस्थान को दिए थे.
- f. मृदापरीक्षक विकसित करने में चार मिहीनों का समय लगा. परन्तु मृदापरीक्षक से सम्बंधित रिसर्च हमारे संस्थान में कई वर्षों से चल रहा था, M.O.U तथा टर्म्स ऑफ़ ट्रेड की प्रति संलग्न है
- g. इस प्रश्न की जानकारी हमारे पास उपलब्ध नहीं है
- h. निर्माण एवं विपरण के लिए नागार्जुन एग्रोकेमिकल्स प्राइवेट लिमिटेड हैदराबाद को अनुज्ञा दी गयी. प्रति संलग्न है
- i.
 - I. Sugway Agribiotech & Research Foundation, Yavarmal
 - II. Fine trap India, Sawarkar Market, Yavatmal

वर्तमान में नागार्जुन एग्रोकेमिकल्स निर्माण एवं विपरण के लिए राइट ऑफ़ प्रीएंपसन का उपयोग कर रहा है

२. इस कोशिश को करने की कोई जरूरत नहीं थी क्योंकि मृदापरीक्षक का निर्माण संस्थान तथा नागार्जुन एग्रोकेमिकल्स ने मिल कर किया है.

a नहीं, इस बात की जांच नहीं की गयी है

i इस बिंदु पर एक चर्चा माननीय महानिदेशक, आई सी ऐ आर की अध्यक्षता में हुई थी. प्रति संलग्न है

ii. इस प्रश्न का उत्तर मेरे पास उपलब्ध नहीं है

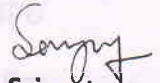
iii. मेरे विचार से मृदापरीक्षक नयी लघु प्रयोगशाला है

iv मेरे विचार से मृदापरीक्षक नयी लघु प्रयोगशाला है

३.

a. प्रति संलग्न है

b. संस्थान ने इस सम्बन्ध में सिफारिशी पत्र लिखने के आलावा और कोई कार्यवाही नहीं की है.



Sanjay Srivastava

Principal Scientist

To,

Dr. R Elanchezian, CPIO, ICAR-IISS, Bhopal

CC Director (Without attachments)

3/34

1 b



Nagarjuna Agro Chemicals Pvt. Ltd.,

G 01, D.No. 6-3-1218/6/2, Street No. 6, Uma Nagar, Begumpet, Hyderabad - 500 016.

Tel : 040-2341 5106 Fax : 040-2341 5206 Cell : 99122 34580, 99121 23450 Email: nacpltd@yahoo.com

website : www.nagarjunaagrochemicals.com

To
Dr. Ashok K. Patra Ji,
Director,
Indian Institute of Soil Science,
Bhopal.

Date: 15.10.2014

Sir,

Sub: Development of Soil Testing Kit by IISS, Bhopal – Revised Project proposals and MOU to be signed - Reg...

Ref: Our letter dt.11.10.2014

We are happy that you have considered our revised draft and MOU to be signed for the Development of Portable Soil Testing Kit. We are very much thankful for the kind gesture. We would like to request you for taking up this project along with developing Irrigation water kit also, the technology of which is available with us.

Our earnest hope is that with combined efforts of R&D groups of both of us, a quality product will emerge for the benefit of farming community.

Thanking you,

Yours faithfully,

**Mukund Maheshwari,
Managing Director.**

Breakup of closing balances in various Projects, Externally Funded
Schemes, Contractual and Consultancy Research Programs

	Opening Balance	Budget	Remittances Received	Headwise Remittance Received	Payments Made	Refunds	Closing Balance
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Coordinator:

ब्रह्म परियोजनाएं Externally Funded Schemes

728 Dr. Sanjay Srivastava Nagarjuna Agro Chemical, Hyderabad "Germination of Soil Testing Kit"

Travelling Allowances		0.00	0.00	0.00	26657.00	0.00	
Recurring Contingencies		0.00	0.00	0.00	198039.00	0.00	
Receipts		0.00	540919.00	0.00	0.00	0.00	
Chemicals and Consumables		0.00	0.00	0.00	9736.00	0.00	
Overheads/Institutional Charges		0.00	0.00	0.00	766667.00	0.00	
Transactions Upto 28-Aug-15	1388625.00	0.00	540919.00	0.00	1001099.00	0.00	928445.00

Sum

4/24



5/29

By Speed Post/Fax

(भा.कृ.अनु.प.) भारतीय मृदा विज्ञान संस्थान
नबीबाग, बैरसिया रोड, भोपाल - 462038
(ICAR) Indian Institute of Soil Science

Nabibagh, Berasia Road, Bhopal - 462 038 (M.P.)
Tel. No.(0755)2730970/2734221 (Ext. No. 233 & 256) Fax. No. (0755) 2733310

F.No .12-150/2014-Estt.

Dated 09/14/2015

To;

Mr. Mukund maheshwari,
M/s Nagarjuna Agro Chemicals Pvt. Ltd.
Hyderabad

Sub: Forwarding of MOU of Contractual Project- reg:

Sir,

I am directed to forward herewith the original copies of Memorandum of Understanding for Contract Research through Collaborative Model under Public Private Partnership (PPP) on "A Rapid "Soil Test Kit" for making soil test based fertilizer recommendations and preparing soil health card with respect to soil fertility parameters".

Kindly acknowledge the same

Yours faithfully

(V. K. Derashri)
Administrative Officer

Encls: As above

Copy to:

Dr. Sanjay Srivastava, Principal Scientist & PI of the project , IISS,
Bhopal for information.

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Sum

18/3/15

etc



मध्य प्रदेश MADHYA PRADESH

M 574783

**Memorandum of Understanding for Contract Research through Collaborative
Mode under Public Private Partnership (PPP)**

1.1. THE AGREEMENT

This Memorandum of Understanding is made on this 12th day of November, 2014
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
Indian Institute of Soil Science, Nabi Bagh, Berasia Road, Bhopal, hereinafter referred to as
Institute 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 know A Rapid "Soil Test Kit" for
making soil test based fertilizer recommendations and preparing soil health card with
respect to soil fertility parameters.

1.2.2. WHEREAS ICAR AT its Indian Institute of soil Science has the expertise to make such
soil test kit and has identified the following scientists:

IISS, Bhopal

Dr. Sanjay Srivastava, Pr. Scientist

Dr. Pramod Jha, Sr. Scientist

Dr. Neenu, S, Scientist

15288
5882
10/11/14

मागापुते एरो केमिस्ट्री पालि

५८

डायरेक्टर इंडियन इलेक्ट्रिक कोरपोरेशन
लोईस साइल कोथाल



श्रीमती नीला त्रिपाठी
स्टाम्प विवेक
पुरानी विधान सभा के सामने,
भोपाल (म.प्र.)

Dr. I. Rashmi, Scientist
 Dr. Tapan Adhikari, Pr. Scientist
 Dr. A. K. Biswas, HOD, Soil Chem. & Fertil.
 Dr. P. Dey, PC, STCR
 Dr. Ashok K. Patra, Director

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

Dr. B. Sreemannarayana - Director (Technical)
 Mr. Aviraj S. Rathi - Chemical Engineer
 Mr. Nirmal Chajed - Electronics Engineer
 Mr. Rajesh Bhojar - Technical Designer (Fabrication Work)
 Mr. Nilesh Hiware - Software Developer
 Mr. Akshay Khadse - Microbial Analysis

Objectives:

- To make a soil test kit for the estimation of available nutrients and soil reactions
- To introduce and standardize the shaking mechanism in soil test kit
- To make a system of colour interpretation for quantitative estimation of nutrients
- To develop soil test data with quantified nutrient value
- To develop 'Soil Health Card' with respect to soil fertility parameters and fertilizer recommendation based on the results obtained from the developed 'Soil Test Kit'.
- To make quick dissemination of soil test information to farmers.

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 INSTITUTE pertaining to the PROJECT.

1.4. FINANCIAL ARRANGEMENTS

- 1.4.1. In consideration of the work to be carried out for "A Rapid Soil Test Kit" for making soil test based fertilizer recommendations and preparing soil health card with respect to soil fertility parameters, the contracting party shall pay to Institute as follows:

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

[i] For the work already done by the INSTITUTE, CONTRACTING PARTY shall pay to ICAR/INSTITUTE an amount of Rupees [on/before] signing the agreement]

Not applicable (NA)

[ii] For the work to be done, the CONTRACTING PARTY shall pay to ICAR-IISS as per details given below.

1. Financial Aspects

I. Estimated Expenses

(a) Man days

Sl. No	Name & designation	Man Days	Rate (Rs.)	Amount (Rs.)
1	Dr. Sanjay Srivastava, Pr. Scientist	20	5000	100000
2	Dr. Pramod Jha, Sr. Scientist	20	4000	80000
3	Dr. Neenu, S, Scientist	20	3000	60000
4	Dr. I. Rashmi, Scientist	20	3000	60000
5	Dr. Tapan Adhikari, Pr. Scientist	10	5000	50000
6	Dr. A. K. Biswas, HOD, Soil Chem	10	5000	50000
7	Dr. P. Dey, PC, STCR	10	5000	50000
8	Dr. Ashok K. Patra, Director	10	5000	50000
	Technical	10	3000	30000

	TADA	15000
(c)	Consumables/ Raw materials/ Component Services/ utilities:	575000
(d)	Equipment/computer usage :	75000
(f)	External payment	37500
(g)	Stationery/publication	37500
	Sub total (a-g)	10000
(h)	Contingencies (minimum 5% of the cost of the project)	50000
(i)	Institutional charge (minimum 20% of the cost of the project)	710000
	Total expense	35500
II	Intellectual fee (60% of man days)	142000
III	Any other cost (Honorarium other staff (A dm ., C PC)	887500
IV	Total fees	345000
	Service tax (12.36%)	30000
V	Total fees chargeable with service tax (12.36%)	1262500
		156045
		1418545

* 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 two months of the first instalment, and remaining before submission of final report.

1.5 MODALITIES OF CONTRACT

1.5.1. The respective responsibilities of INSTITUTE 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 INSTITUTE 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 INSTITUTE and CONTRACTING PARTY shall co-operate with each other to carry out activities as per the protocols drawn up.

1.6 RESPONSIBILITIES OF INSTITUTE

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

1.6.2. INSTITUTE shall complete the PROJECT including submission of the Final Report within three 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 INSTITUTE.

1.6.4. The INSTITUTE would submit progress reports every one month and a detailed Final Report on the PROJECT.

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 INSTITUTE 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 INSTITUTE/Contracting party on 50% basis.

1.7.3. The CONTRACTING PARTY shall permit the INSTITUTE'S duly authorized officials, at all convenient times to enter into and upon any premises of the CONTRACTING PARTY where the soil test kit manufactured as aforesaid may be stored or manufactured and sold under this license 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.]

9/3/21
1.7.4. During the tenure of this agreement the CONTRACTING PARTY shall disclose to INSTITUTE any improvement/ modification made on the soil test kit/KNOWHOW.

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 INSTITUTE personnel [and Equipment] deployed at the site of the CONTRACTING PARTY in connection with the work under the PROJECT.

1.8 OWNERSHIP OF PROTOTYPES

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

1.9. PRICE FIXATION

The selling price per unit of the soil test kit shall be fixed by the contracting party in consultation with IISS, 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 INSTITUTE and CONTRACTING PARTY.

1.10.2. The PROJECT shall be deemed to have been successfully completed on satisfaction of criteria fixed by the Monitoring Committee or any other criteria mutually agreed by the contracting parties.

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-IISS and contracting party, as the case may be. ~~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 new soil test kit is patented, the patent rights shall rest with ICAR-IISS with respect to chemistry, shaking procedure, colour interpretation, and fertilizer recommendation technique. However, both ICAR-IISS and the contracting party shall have intellectual property rights w.r.t. ~~designing of the final kit.~~

2.1.3. Whenever ICAR-IISS promotes the new soil test kit as outcome of the project, it shall

give due credit to the Contracting party in whose partnership the kit has been developed.

2.1.4. 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 IISS, 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-IISS 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.

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

2.3.2 It will be obligatory on the part of both ICAR-IISS and contracting party to notify the other partner and its parental organization (ICAR and the other) immediately of any result which can be protected as IP and take appropriate action for such IP. However, during the work envisaged under the agreement in the event of ICAR-IISS (ICAR scientists) exploring, inventing or discovering results other than the specific objectives of the PROJECT, ICAR shall have absolute rights on such results.

2.3.3 When the new soil test kit is patented, the patent rights shall rest wholly with ICAR-IISS with respect to chemistry, shaking procedure, colour interpretation, and fertilizer recommendation technique. However, both ICAR-IISS and the contracting party shall have intellectual property rights w.r.t. physical designing and layout of the final assembled kit.

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 (SOIL TEST KIT)

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 soil test kit.

2.4.2 The period of commercial exploitation and the right of preemption will be ~~five years~~. However, since the soil test kit is a technical product and it may take some time in order to fulfil several technicalities before the kit is tested, validated, and passed all the tests for its field application, the period of five years of preemption will be counted only from the time when the new kit is first handed over to the contracting party by ICAR-IISS, Bhopal. However, 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 soil test kit, 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 (soil test kit) by the CONTRACTING PARTY) of 2.5% of the sale price of each soil test kit sold. This royalty of 2.5% of the selling price of each soil test kit sold would be paid by contracting party to ICAR-IISS on quarterly basis. The CONTRACTING PARTY would also disclose to ICAR-IISS on quarterly basis the total number of soil test kits sold along-with supporting documents duly authenticated.

2.4.4 If the contracting party is not able to commercialize the IP (soil test kit) within a period of two years after the exercise of right of preemption, ICAR-IISS shall have the right to extend/sell the IP (soil test kit) to other interested parties for the benefit of stakeholders.

2.4.5. The CONTRACTING PARTY shall have the right to extend the commercial exploitation of soil test kit to others with the approval/concurrence of ICAR-IISS. The terms and conditions for such licensing and royalty fee shall be same as mentioned in 2.4.3. Under such case it will be incumbent on contracting party to provide license fee and the royalty fee (s) to ICAR-IISS.

2.4.6 Notwithstanding the license granted to the contracting party, the ICAR shall have the right to license the intellectual property (soil test kit), during the period of preemption 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.

2.4.7 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 (soil test kit) and/or mode of packaging containing the PRODUCT (soil test kit) 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 (soil test kit). The CONTRACTING PARTY

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(soil test kit)] 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 (soil test kit) issued by the CONTRACTING PARTY shall include the same 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, strike, lockouts, 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 one month 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-IISS from the contracting party, whichever is later. The project duration is three 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 30 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/INSTITUTE.
- 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/INSTITUTE.
- 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-IISS 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.

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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 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

Of Institute

Signature

Name: Dr. Ashok K. Patra

Designation: Director

ICAR-IISS, Bhopal

Seal

Witness : (Name and Address)

1

V. K. Desai
A-0, ISS Nabigh Road,
Bhopal

2

Date

For and on behalf

of CONTRACTING PARTY

Signature

Name : Shri Mukund Maheshwari

Designation: MD

Nagarjuna Agro Chemicals Pvt Ltd.,

Hyderabad

For Nagarjuna Agro Chemicals Pvt. Ltd.

Seal

Witness : (Name and Address)

1

Neeraj Kumar
(NEERAJ TAHILIANI)

2

F&AO, ISS, BPL

Date

12/11/14

Shriganth Rathi
Bharat Maheshwari
Shree

Om



13/3/15
भा.कृ.अनु.प.-भारतीय मृदा विज्ञान संस्थान
नबीबाग, बैरसिया रोड, भोपाल - 462038

ICAR-Indian Institute of Soil Science

Nabibagh, Berasia Road, Bhopal - 462 038 (M.P.)

Tel. No.(0755)2730970/2734221 (Ext. No. 233 & 256) Fax. No. (0755) 2733310

F.No. 12-150/2014-Estt.

Dated 12/05/2015

To,

Mr. Mukund maheshwari,
M/s Nagarjuna Agro Chemicals Pvt. Ltd.
Hyderabad

Sub: Forwarding of MOU for extension of Contractual Project- reg:

Sir,

I am directed to forward herewith the true copy of Memorandum of Understanding for extension of Contract Research through Collaborative Model under Public Private Partnership (PPP) on "A Rapid "Soil Test Kit" for making soil test based fertilizer recommendations and preparing soil health card with respect to soil fertility parameters".

Kindly acknowledge the same

Yours faithfully


(J. K. Saha)

I/c Administrative Officer

Encls: As above

Copy to:

Dr. Sanjay Srivastava, Principal Scientist & PI of the project, IISS,
Bhopal for information.

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Memorandum of Understanding for Extension of Contract Research through
Collaborative Mode under Public Private Partnership (PPP)

1.1. THE AGREEMENT

This Memorandum of Understanding is made on this 16 day of April 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 Indian
Institute of Soil Science, Nabi Bagh, Berasia Road, Bhopal, hereinafter referred to as Institute
ICAR-ISS, 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 know A Rapid "Soil Test Kit" for
making soil test based fertilizer recommendations and preparing soil health card with respect
soil fertility parameters.

1.2.2. WHEREAS ICAR AT its Indian Institute of soil Science has the expertise to make such a
test kit and has identified the following scientists:

ISS, Bhopal

Dr. Sanjay Srivastava, Pr. Scientist

Dr. Pramod Jha, Sr. Scientist

Full copy attached

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Madhavi

Cont...

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16/04/15

The Director, Indian Institute
of Soil Science
Habi Bag, Bhubaneswar

VS

Mr. Mukund Maheshwari
Nagarjun Agro. Chemicals - Pvt. Ltd.
Hedmut

Dr. Santosh Kumar Shrivastava
Principal



Sum

Dr. Neenu, S, Scientist
 Dr. I. Rashmi, Scientist
 Dr. Tapan Adhikari, Pr. Scientist
 Dr. A. K. Biswas, HOD, Soil Chem. & Fertil.
 Dr. P. Dey, PC, STCR
 Dr. Ashok K. Patra, Director

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

Dr. B. Sreemannarayana - Director (Techinal)
 Mr. Aviraj S. Rathi - Chemical Engineer
 Mr. Nirmal Chajed - Electronics Engineer
 Mr. Rajesh Bhoyar - Technical Designer (Fabrication Work)
 Mr. Nilesh Hiware - Software Developer
 Mr. Akshay Khadse - Microbial Analysis

Objectives:

- To make a soil test kit for the estimation of available nutrients and soil reactions
- To introduce and standardize the shaking mechanism in soil test kit
- To make a system of colour interpretation for quantitative estimation of nutrients
- To develop soil test data with quantified nutrient value
- To develop 'soil health card' with respect to soil fertility parameters and fertilize recommendation based on the results obtained from the developed 'Soil Test Kit'.
- To make quick dissemination of soil test information to farmers.

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 INSTITUTE pertaining to the extension of PROJECT.

1.4. FINANCIAL ARRANGEMENTS

- 1.4.1. In consideration of the work to be carried out for "A Rapid Soil Test Kit" for making soil test based fertilizer recommendations and preparing soil health card with respect to soil fertility parameters, the contracting party shall pay to Institute as follows:

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

[i. For the work already done by the INSTITUTE, CONTRACTING PARTY shall pay to ICAR/INSTITUTE an amount of Rupees [on/before] signing the agreement]

Not applicable (NA)

[ii. For the work to be done, the CONTRACTING PARTY shall pay to ICAR-ISS as per details given below.

Cont..3..

San
Autocopy attached

निदेशक
 भारतीय मृदा विज्ञान संस्थान
 नबीबाग, वैरासि रोड भोपाल

I. Estimated Expenses

(a) Man days				
Sl. No	Name & designation	Man Days	Rate (Rs.)	Amount (Rs.)
1	Dr. Sanjay Srivastava, Pr. Scientist	9	5000	45000
2	Dr. Pramod Jha, Sr. Scientist	9	4000	36000
3	Dr. Neenu, S, Scientist	0	3000	0
4	Dr. I. Rashmi, Scientist	10	3000	30000
5	Dr. Tapan Adhikari, Pr. Scientist	2	5000	10000
6	Dr. A. K. Biswas, HOD, Soil Chem	4	5000	20000
7	Dr. P. Dey, PC, STCR	3	5000	15000
8	Dr. Ashok K. Patra, Director	4	5000	20000
	Technical	1	3000	3000
	Administrative	3	3000	9000
	Supporting	2	1500	3000
	Total			191000
(b)	TA/DA			0
(c)	Consumables/ Raw materials/ Component Services/ utilities:			0
(d)	Equipment/computer usage :			65000
(f)	External payment			3333
(g)	Stationery/publication			1667
	Sub total (a-g)			261000
(h)	Contingencies (minimum 5% of the cost of the project)			13050
(i)	Institutional charge (minimum 20% of the cost of the project)			52200
	Total expenses			326250
II	Intellectual fee (60% of man days)			114600
III	Any other cost (Honorarium other staff (A dm ., C PC)			10000
IV	Total fees			45085
	Service tax (14%)			6311
V	Total fees chargeable with service tax (14%)			51396

* The Intellectual fee will be distributed as per ICAR norms

Schedule of payment of fees: 100% of the budget on or before April 05, 2015.

1.5 MODALITIES OF CONTRACT

1.5.1. The respective responsibilities of INSTITUTE and the CONTRACTING PARTY at 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 between the parties.

1.5.2. There will a Monitoring Committee for the ROJECT. The Monitoring Committee shall consist of [Director] each from the INSTITUTE 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 INSTITUTE and CONTRACTING PARTY shall co-operate with each other to carry out activities as per the protocols drawn up.

Cont.

San

Authorised

Signature

भारतीय मृदा विज्ञान संस्थान

1.6 RESPONSIBILITIES OF INSTITUTE

- 1.6.1. INSTITUTE shall undertake the work on the Project as per schedule of work detailed below:
Finalization of soil test kit incorporating final nutrient recommendation equations and estimation of parameters.
- 1.6.2. INSTITUTE shall complete the PROJECT including submission of the Final Report by April 15, 2015.
- 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 INSTITUTE.
- 1.6.4. The INSTITUTE would submit a detailed Final Report on the PROJECT.

1.7 RESPONSIBILITIES OF THE CONTRACTING PARTY

As per the original agreement signed 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 Indian Institute of Soil Science, Nabi Bagh, Berasia Road, Bhopal, hereinafter referred to as Institute or ICAR-IISS, represented by its authorized representative as the First Party

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.

On November 12, 2014

1.8 OWNERSHIP OF PROTOTYPES

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

1.9. PRICE FIXATION

The selling price per unit of the soil test kit shall be fixed by the contracting party in consultation with IISS, 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 INSTITUTE and CONTRACTING PARTY.
- 1.10.2. The PROJECT shall be deemed to have been successfully completed on satisfaction of criteria fixed by the Monitoring Committee or any other criteria mutually agreed by the contracting parties.

2.1. RESULTS OF PROJECT

- 2.1.1. As per the original agreement signed 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 Indian Institute of Soil Science, Nabi Bagh, Berasia Road, Bhopal, hereinafter referred to as Institute or ICAR-IISS, represented by its authorized representative as the First Party

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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.

On November 12, 2014

2.2. CONFIDENTIALITY

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

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

2.3.1 As per the original agreement signed 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 Indian Institute of Soil Science, Nabi Bagh, Berasia Road, Bhopal, hereinafter referred to as Institute of Soil Science, 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.

On November 12, 2014

2.4. COMMERCIALIZATION/LICENSING ARRANGEMENT OF IP (SOIL TEST KIT)

2.4.1. As per the original agreement signed 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 Indian Institute of Soil Science, Nabi Bagh, Berasia Road, Bhopal, hereinafter referred to as Institute of Soil Science, 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.

On November 12, 2014

2.5. ACKNOWLEDGEMENT

2.5.1. The CONTRACTING PARTY shall affix in a conspicuous manner upon every PRODUCT (soil test kit) and/or mode of packaging containing the PRODUCT (soil test kit) 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 (soil test kit). The CONTRACTING PARTY shall not sell [PRODUCT (soil test kit) and/or any box or package containing the PRODUCT (soil test kit)] 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 (soil test kit) issued by the CONTRACTING PARTY shall include the same inscription as aforesaid in a prominent manner.

For Nagarjuna Agro Chemicals Pvt. Ltd
Managing Director

Cont.6.

- 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 but not limited to Acts of God, war, flood, earthquakes, strike, lockouts, epidemic, civil commotion, etc. provided on the occurrence and cessation of any such events, the affected party shall give a notice in writing to the other party within one month of 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 March 16, 2015, however, only in case the INSTITUTE receives of full amount of Rs. 513969/.
- 2.7.2. During the tenure of the agreement, parties hereto can terminate the agreement in case of breach of any of the terms and conditions of this agreement or otherwise by giving 30 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 the 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 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/INSTITUTE.
- 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/INSTITUTE.
- 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-IISS 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 that 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 assignable 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 person nominated by Director-General, ICAR. The award of the Arbitrator shall be final and binding on both the parties. Arbitration proceedings shall be governed by existing law relating to arbitration matters.

For Nagarjuna Agri-Chemicals Pvt. Ltd.

Managing
Director

निदेशक

भारतीय मृदा विज्ञान संस्थान
नयी दिल्ली

True copy attested

Signature

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

Of Institute

Signature

Name: **Dr. Ashok K. Patra**

Designation: **Director** निदेशक
भारतीय मृदा विज्ञान संस्थान
नबीबाग, बैरसिया रोड भोपाल
ICAR-ISS, Bhopal

Seal

Witness : (Name and Address)

1. प्रशासनिक अधिकारी
भारतीय मृदा विज्ञान संस्थान, भोपाल

2. (P.S. SUNIL KUMAR)
Assistant Administrative Officer
Indian Institute of Soil Science
Nabi Bagh, Berasia Road, BHOPAL-462038
Mob. No.-9826340496

Date

For and on behalf

For-Nagarjuna Agro Chemicals Pvt. Ltd.
of CONTRACTING PARTIES Managing Director

Signature

Name : **Shri Mukund Maheshwari**Designation: **MD**

Nagarjuna Agro Chemicals Pvt Ltd.,
Hyderabad

Seal

Witness : (Name and Address)

1. Bharat Maheshwari
(Bhopal, M.P.)

2. संजीव मिश्रा
3/11/2015
भारतीय मृदा विज्ञान संस्थान, भोपाल

Date 3/11/2015

Date

प्रशासनिक अधिकारी
भारतीय मृदा विज्ञान संस्थान, भोपाल
नबीबाग, बैरसिया रोड भोपाल

प्रशासनिक अधिकारी
भारतीय मृदा विज्ञान संस्थान, भोपाल

(P.S. SUNIL KUMAR)
Drawing & Disbursing Officer
Indian Institute of Soil Science
BHOPAL-462038

(P.S. SUNIL KUMAR)
Assistant Administrative Officer
Indian Institute of Soil Science
Nabi Bagh, Berasia Road, BHOPAL-462038
Mob. No.-9826340496



मध्य प्रदेश MADHYA PRADESH

AB 0247

Agreement Between ICAR – IISS 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 of trade agreed by both ICAR -IISS and NAC for commercialization of the technology.

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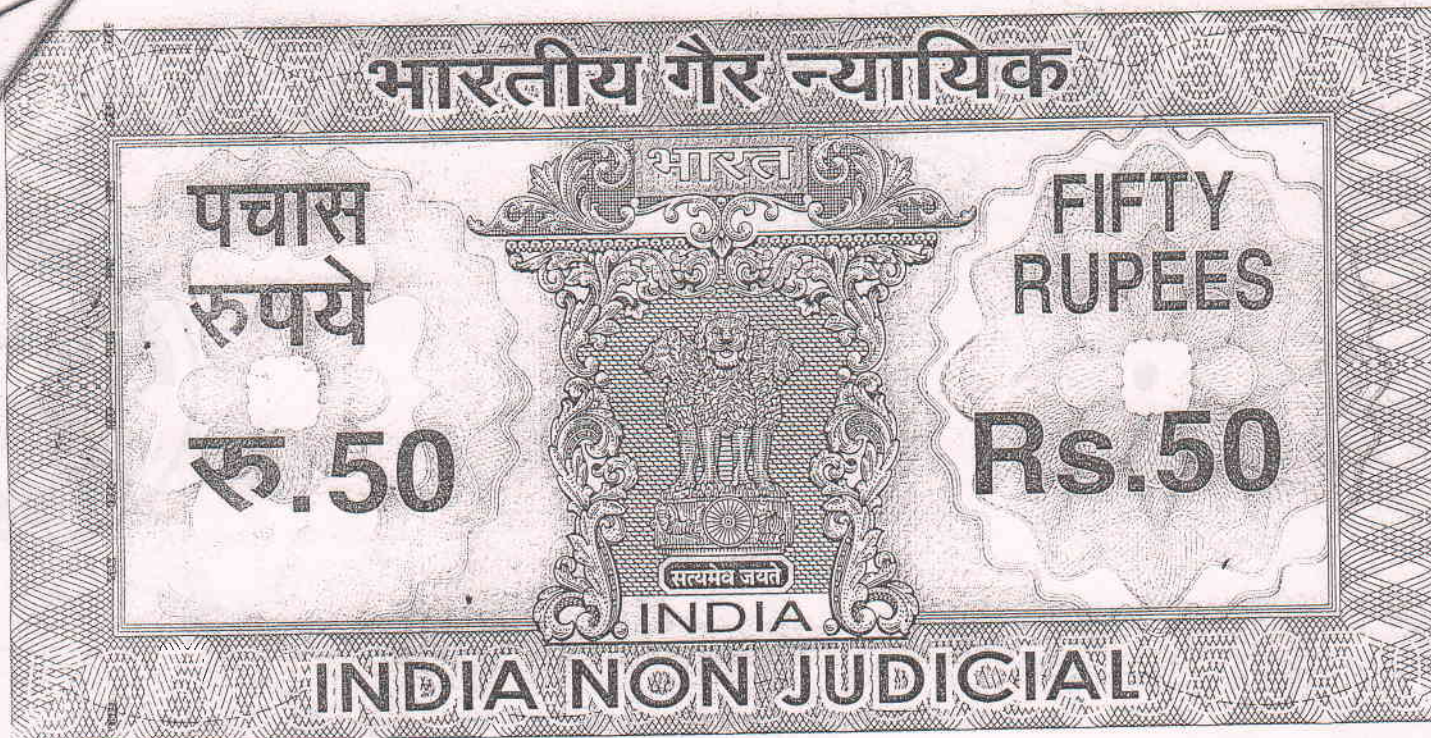
THE DIRECTOR,
ICAR-INDIAN INSTITUTE OF SOIL SCIENCE,
NABIBAGH BERSA ROAD, BHOPAL (MP)

V/S

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



✓



मध्य प्रदेश MADHYA PRADESH

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 recommendations 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 the 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 IPR w.r.t 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, ISS) 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.

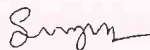
For and on Behalf of

ICAR-Indian Institute of Soil Science


The Licensor


Signature

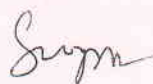
Witnesses:



1. Sanjay Srivastava
Type 5/01, ICAR - Indian Institute
of Soil Science, Bhupul Nohriya,
Barrack Road, Bhupul - 462038


P. P. Prasad
(P. P. Prasad)
Room No-106, KAR-II Pura Campus,
(ICAR) - New Delhi - 110012

1 n



For and on Behalf of

Nagarjuna Agro Chemicals Pvt. Ltd.

The Licensee



Signature

Witnesses:



Sival Kumar
BM, Agri
NAC Complex, New Delhi
9739850500
age

2.)


R. Venkata Ramana Iyer
158, Green Park Colony
Barrack Road, Bhupul
462038

To,
The Director,
Indian Institute of Soil Science,
Bhopal.

Sub :- Interested in Soil Testing Kit Technology.

R/Sir,

We are interested to take the technology of Soil Testing Kit from IISS. Recently we have taken the technology from ICAR for STFR meter. We are in the field of agriculture services from last 10 year.

So, kindly send the details for technology transfer.

Thanking you !

Dr. S. Srivastava
PI (Mindaparinidhale)

27



Sugway Agribiotech &
Research Foundation,
Yavatmal

Sm



27/3/14

6, Sawarkar Market, Datta Chowk, Yawatmal- 445 001 (M.S.)
email: finetrappyawatmal@rocketmail.com
Ph: 07232-244282, + 91 94221 66867, 94231 44992, 93721 29459

FINE TRAP
I N D I A

Director
IISS, Bhopal

Dear Sir,

Subject: Soil Testing Kit



We are a company dedicated to serve the Indian farmer community since 1982 and already Posses license from NCIPM (ICAR) New Delhi for manufacturing and marketing of their innovation "Light Trap safer for Beneficial Insects"

We are hereby submitting our application for seeking license for manufacturing and Marketing of your innovation "Soil Testing Kit" on the basis of one time lump-sum payment &/Or profit sharing /royalty payment basis..

Sir, Kindly let us know about formalities and the procedure for the same.

Regards,

Yours Sincerely
for Fine Trap India

(Pradeep Acharya)
Vice President

Authorised Signature,

[Signature]

D. S. Srivastava

[Signature]
15/11/14

[Signature]
11



9-14/STK

28/5

भारतीय कृषि अनुसंधान परिषद
प्राकृतिक संसाधन प्रबंधन प्रभाग
कृषि अनुसंधान भवन-2,
पुसा, नई दिल्ली-110012

Indian Council of Agricultural Research
Natural Resources Management Division
Krishi Anusandhan Bhawan
Pusa, New Delhi-110012

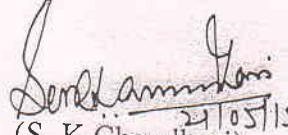
Dr. S. K. Chaudhari
Asstt. Director General (S&WM)

Telefax No. 011-25848:
e-mail: adgswm@gmail.com

F.No.NRM 12-10/2015 SWDF
Dated the 21st May, 2015

**Subject : Meeting of officials of IARI, New Delhi & IISS Bhopal on PUSA-STFR
meter - reg**

Please find enclosed herewith duly approved minutes of the meeting held under the Chairmanship of Hon'ble Secretary, DARE & Director General, ICAR to sort out issues related to Soil Test Kits developed by IARI, New Delhi and IISS Bhopal on 13.5.2015 at 11.00 AM in DG's Committee Room, ICAR, Krishi Bhawan, New Delhi.


(S. K Chaudhari)

Distribution:

1. Sr. PPS to Secretary, DARE & DG, ICAR.
2. PPS to DDG(NRM), ICAR.
3. PPS to DDG(CS), ICAR.
4. Dr. S. Maurya, ADG(IP&TM), ICAR
5. Director, ICAR-IISS, Bhopal.
6. Director, ICAR-IARI, New Delhi.
7. Joint Director (Research), ICAR-IARI, New Delhi.
8. Dr. Pradip Dey, PC (STCR), ICAR-IISS, Bhopal.
9. Dr. A.K. Biswas, PS & HOD, ICAR-IISS, Bhopal.
10. Dr. B.S. Dwivedi, Head, SSAC, ICAR-IARI, New Delhi.
11. Dr. Sanjay Srivastava, Pri. Scientist, ICAR-IISS, Bhopal.
12. Dr. S.C. Datta, Pri. Scientist, ICAR-IARI, New Delhi.
13. Dr. Pramod Jha, Sr. Scientist, ICAR-IISS, Bhopal.
14. Dr. Neem Bhooshan, I/c, ZTM, ICAR-IARI, New Delhi.

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29/05

Minutes of the Meeting held under the Chairmanship of Hon'ble Secretary, DA & DG, ICAR to sort out issues related to Soil Test Kits developed by IARI and IIS Bhopal on 13.05.2015 at 11.00 AM at DG Committee Room, Krishi Bhavan, New Delhi.

The meeting under the Chairmanship of Hon'ble Secretary, DARE & DG, ICAR was convened on 13.05.2015 at 11.00 AM at Krishi Bhavan, New Delhi to sort out issues related to Soil Test Kits developed by IARI and IIS Bhopal. The meeting was attended by DDG (NRM), DDG (Crop Science) and ADG(IPCTM) along with scientists of IARI, IIS Bhopal and respective SMDs. The list of participants is enclosed.

Hon'ble Secretary, DARE & DG, ICAR while welcoming the participants urged for amicable solution on the issues raised by IARI as both the institutes are under ICAR. Both sides presented their views on the soil test kit developed by them. After thorough discussion, the following decisions were taken unanimously agreed by both the institutes:

- IIS, Bhopal will file patent for the soil test kit developed by them as per extant guidelines. The technology shall be in the name of ICAR-IIS 'Mridaparikshak' as is done by IARI giving the name, 'ICAR-IARI STFR Meter'.
- The commercialization of the above two kits (ICAR-IIS Mridaparikshak and ICAR-IARI STFR Meter) has to be taken up by the respective Institutes as per extant ICAR guidelines.

The meeting ended with thanks to Chair and all the participants.

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Sum

Meeting under the Chairmanship of DG(ICAR) on Soil Test Kit on 13.05.2015

List of Participants

S. No	Name
1.	Dr.S. Ayyapan, Secretary (DARE) & DG (ICAR)
2.	Dr. A. K. Sikka, DDG(NRM), ICAR
3.	Dr. J. S. Sadhu, DDG(CS), ICAR
4.	Dr. S. Maurya, ADG(IP&TM), ICAR
5.	Dr. P. P. Biswas, Pr. Scientist (Soils), NRM Division, ICAR
6.	Dr. A. K. Patra, Director, ICAR-IISS, Bhopal
7.	Dr. A. K. Biswas, PS & HOD, ICAR-IISS, Bhopal
8.	Dr. Pradip Dey, PC(STCR), ICAR-IISS, Bhopal
9.	Dr. Pramod Jha, Sr. Scientist, ICAR-IISS, Bhopal
10.	Dr. Sanjay Srivastava, Pr. Scientist, ICAR-IISS, Bhopal
11.	Dr. Ravinder Kaur, Dir(Actg), IARI
12.	Dr. K. V. Prabhu, JD(R), IARI
13.	Dr. B. S. Dwivedi, Head, SSAC, IARI
14.	Dr. S. C. Datta, Pr. Scientist, IARI
15.	Dr. Neem Bhooshan, F/c, ZTM, IARI



भारतीय मृदा विज्ञान संस्थान

(भारतीय कृषि अनुसंधान परिषद)

नबीबाग, बैरसिया रोड, भोपाल- 462 038 (म.प्र.), भारत

INDIAN INSTITUTE OF SOIL SCIENCE

(Indian Council of Agricultural Research)

Nabibagh, Berasia Road, Bhopal - 462 038 (M.P.), India

डॉ. अशोक के. पात्रा

निदेशक

Dr. Ashok K. Patra

Director FISSS, FNAAS

To

No.PS/9-107/15/

Date: 22.09.2015

All Agricultural Production Commissioners/
Principal Secretaries/ Secretaries/Commissioners/Directors/
Jt. Directors, Department of Agriculture,
All States and Union Territories of India

Sub: Introducing 'Mridaparikshak' - A Mini Lab for Estimation of Soil Health and Fertilizer Recommendation and Preparation of Soil Health Card - reg.

Dear Sir/Madam,

I feel happy to inform you that ICAR-Indian Institute of Soil Science, Bhopal, an institute under the Natural Resource Management (NRM) Division of the Indian Council of Agricultural Research (ICAR) has developed a mini laboratory 'Mridaparikshak' (applied for patent and trade mark in India) that can estimate 10 important soil parameters viz., pH, EC, organic carbon, available nitrogen, phosphorus, potassium, sulphur, zinc, iron and boron.

This is a digital mobile quantitative soil test minilab to provide soil testing service at farmers' doorstep. It is compatible with soil health card. 'Mridaparikshak' comes with smart soil-pro, an instrument for determining soil parameters and displaying of fertilizer nutrient recommendations. In addition, this minilab is supplied with sieves, electronic weighing balance, shaker, hot plate, etc. Further, the results of 'Mridaparikshak' can be disseminated quickly to farmers via SMS. The soil test reports can also be saved in the minilab. It can be operated by young educated farmers/rural youth (12th Pass) with a short training.

The quantity of chemical solutions provided along with 'Mridaparikshak' is for analyzing 100 samples and the solutions can be subsequently refilled. The price of 'Mridaparikshak' for sale in India is fixed at Rs.72,000/- (local taxes extra) and the price of 'Refilling' for 100 samples is fixed at Rs.13,500/- (local taxes extra).

The exclusive license for manufacturing and marketing of 'Mridaparikshak' is with M/s Nagarjuna Agro Chemicals Pvt. Ltd., Hyderabad (Email ID: minilab2015@yahoo.com, web site: www.nagarjunaagrochemicals.com, Cell 07660000650 / 09848045670).

This Minilab would be useful for soil testing and getting Soil Health Cards (SHCs) and may be included in the Central Schemes like RKVY, INM, SHM, NFSM, NMOOP, NHM, ATMA, etc.

3 a 2/-

Phone: (0755) 2730946 (O)

(0755) 2743267 (R)

Fax: (0755) 2733310



हर काम, हर समय
किसानों का हमसफर
भारत की अग्रगण्य संस्था

Website: www.iiss.res.in

Email: director@iiss.res.in

patraak@gmail.com

31/34

- 2 -

The 'Mridaparikshak' - Minilab is cost effective technology. It can be placed at Taluka, Gram Panchayat and Village level for soil testing and Soil Health Cards (SHCs).


The 'Mridaparikshak' is a proprietary product (applied for patent and trade mark in India). You may place your order for 'Mridaparikshak' directly to M/s Nagarjuna Agro Chemicals Pvt. Ltd., Hyderabad, with information to the Director, ICAR-IISS, Bhopal.

It is expected that this low-cost, easy to operate state-of-the-art technology will go a long way in the soil health assessment programme of your state and would also ensure judicious use of chemical fertilizers, paving way for increase in productivity and income of farmers. Needless to emphasize that the soil health cards prepared with data generated would help in continuous monitoring of soil health ensuring sustained agricultural growth in future.

For any further information/query about the 'Mridaparikshak' please contact M/s Nagarjuna Agro Chemicals Pvt. Ltd., Hyderabad (Email ID: minilab2015@yahoo.com, web site: www.nagarjunaagrochemicals.com, Cell 07660000650 / 09848045670).

With regards,

Yours sincerely,


(Ashok K. Patra)



32/5
भारतीय मृदा विज्ञान संस्थान (भा.कृ.अनु.प.)
नबीबाग, बैरसिया रोड, भोपाल - 462038

Indian Institute of Soil Science

Nabibagh, Berasia Road, Bhopal - 462 038 (M.P.)

Tel. No.(0755)2730970/2734221 (Ext. No. 233 & 256) Fax. No. (0755) 2733310

F.No.12-79/2016-Estt./

Date: 15/03/2016

प्रति,

लोक सूचना अधिकारी
भारतीय मृदा विज्ञान संस्थान
बैरसिया रोड, भोपाल - 462038

विषय: सूचना के अधिकार अधिनियम 2005 के अर्न्तगत जानकारी देने बाबत।

आपके नोट क्र० 99-02/आई० आई० एस०एस०/आर०टी०आई०/2016 दिनांक 17.11.2012 के संदर्भ में श्री विनोद नान्दवानी, 34/21, पुराना राजिन्दर नगर, नई दिल्ली द्वारा मागी गई जानकारी निम्नानुसार है :

क्र.सं	प्रश्न	जवाब
1a	भाकृअनुस नयी दिल्ली द्वारा पूसा डिजिटल सॉइल टेस्टिंग एंड फर्टिलाइजर रिकमन्डेशन मीटर (STFR Meeter) विकसित किया गया है क्या भारतीय मृदा विज्ञान संस्थान भोपाल (म०प्र०) को इस बात की जानकारी थी ?	जानकारी प्रोजेक्ट के पी० आई० डॉ० सजय श्रीवास्तव जी से प्राप्त करें
b	वे क्या परिस्थितिया थी कि भारतीय मृदा विज्ञान संस्थान भोपाल (म०प्र०) को पूसा STFR मीटर होते हुए भी अलग नाम से मृदा परीक्षण यंत्र विकसित करना पडा ? कृप्या ततसंबंधी दस्तावेज की प्रमाणित प्रति उपलब्ध कराएं ।	जानकारी प्रोजेक्ट के पी० आई० डॉ० सजय श्रीवास्तव जी से प्राप्त करें
c	क्या भारतीय मृदा विज्ञान संस्थान, भोपाल (म०प्र०) द्वारा मृदा परीक्षक यंत्र पर कार्य आरंभ करने के पूर्व भारतीय कृषि अनुसंधान संस्थान (भाकृअनुस) पूसा, नई दिल्ली को सूचित किया गया और उनसे कोई अनुमति या सहयोग मांगा गया ? कृप्या ततसंबंधी दस्तावेज की प्रमाणित प्रति उपलब्ध कराएं ।	जानकारी प्रोजेक्ट के पी० आई० डॉ० सजय श्रीवास्तव जी से प्राप्त करें
d	आपके संस्थान को उपरोक्त मृदा परीक्षक विकसित करने में कितना व्यय आया व किस मद से व्यय किया गया ? कृप्या ततसंबंधी दस्तावेज की प्रमाणित प्रति उपलब्ध कराएं ।	जानकारी प्रोजेक्ट के पी० आई० डॉ० सजय श्रीवास्तव जी से प्राप्त करें
e	आपके संस्थान को उपरोक्त मृदा परीक्षक विकसित करने में आपके प्राइवेट प्रोजेक्ट पार्टनर में नागार्जुन एग्रो केमिकल प्रा० लि० द्वारा किन किन मदों में कुल कितना व्यय किया गया कृप्या विस्तृत जानकारी हेतु आईटम वाइज खर्चों के बिल एवं खाते की प्रमाणित प्रतियां उपलब्ध कराएं ।	जानकारी प्रोजेक्ट के पी० आई० डॉ० सजय श्रीवास्तव जी से प्राप्त करें
f	आपके संस्थान को उपरोक्त मृदा परीक्षक विकसित करने में कितना समय लगा कृप्या कार्य आरंभ करने के प्रस्ताव से लेकर यंत्र के लोकार्पण तक ततसंबंधी दस्तावेज की प्रमाणित प्रति उपलब्ध कराएं ।	जानकारी प्रोजेक्ट के पी० आई० डॉ० सजय श्रीवास्तव जी से प्राप्त करें
g	आपके संस्थान भारतीय मृदा विज्ञान संस्थान भोपाल (म०प्र०) द्वारा विकसित मृदा परीक्षक और भारती कृषि अनुसंधान संस्थान (भाकृअनुस) पूसा, नई दिल्ली द्वारा विकसित पूसा डिजिटल सॉइल टेस्टिंग एंड फर्टिलाइजर रिकमन्डेशन मीटर (STFRMeter) में क्या अन्तर है ? कृप्या ततसंबंधी दस्तावेज की प्रमाणित प्रति उपलब्ध कराएं ।	जानकारी कार्यालय में उपलब्ध नहीं है ।
h	आपके संस्थान द्वारा विकसित मृदा परीक्षक के वाणिज्यिक निर्माण व विपणन हेतु किन किन निजी संस्थाओं को अनुज्ञा दी गई ? कृप्या ततसंबंधी दस्तावेज की प्रमाणित प्रति उपलब्ध कराएं ।	जानकारी प्रोजेक्ट के पी० आई० डॉ० सजय श्रीवास्तव जी से प्राप्त करें

i	आपके संस्थान द्वारा विकसित मृदा परीक्षक के वाणिज्यिक निर्माण व विपणन हेतु किन किन निजी संस्थाओं द्वारा आवेदन दिए गए हैं, कृपया उन पत्रों की प्रमाणित प्रतियाँ उपलब्ध करवाएं ।	जानकारी प्रोजेक्ट के पी0 आई0 डॉ0 संजय श्रीवास्तव जी से प्राप्त करें
2	क्या आपकी संस्था भारतीय मृदा विज्ञान संस्थान भोपाल (M0प्र0) द्वारा यह ज्ञात करने की कोशिश की गयी आपके प्रोजेक्ट पार्टनर द्वारा मृदा परीक्षक को बनाने में भारतीय कृषि अनुसंधान संस्थान (भाकृअनुस) पूसा, नई दिल्ली के पूसा डिजिटल सॉइल टेस्टिंग एंड फर्टिलाइजर रिकमन्डेशन मीटर (STFRMeter) के अंतरंग इलेक्ट्रॉनिक पार्ट्स की ही नकल कर के निर्माण तो नहीं किया गया ?	जानकारी प्रोजेक्ट के पी0 आई0 डॉ0 संजय श्रीवास्तव जी से प्राप्त करें
2a	क्या इस बात की जांच कर ली गई की आपके यंत्र में प्रयुक्त आईसी व उसका प्रोग्रामिंग कोड तथा भारतीय मृदा विज्ञान संस्थान भोपाल (M0प्र0) द्वारा मृदा परीक्षक का समान तो नहीं है ? 1. यदि इस बिन्दु पर कोई जांच/कार्यवाही हुई हो तो कृपया तत्संबंधी दस्तावेज की प्रमाणित प्रति उपलब्ध कराएं । 2. यदि इस बिन्दु का ज्ञान आपके संस्थान को नहीं था तो क्या अब ये जांच की जाएगी ? कृपया तत्संबंधी दस्तावेज की प्रमाणित प्रति उपलब्ध कराएं । 3 क्या मृदा परीक्षक PUSA STRF मीटर का ही सुधरा हुआ रूप है ? 4. PUSA STRF मीटर को मृदा परीक्षक बनाने के लिए क्या परिवर्तन किये गए हैं ?	जानकारी प्रोजेक्ट के पी0 आई0 डॉ0 संजय श्रीवास्तव जी से प्राप्त करें
3a	क्या आपके संस्थान द्वारा विकसित मृदा परीक्षक के पक्ष में विभिन्न राज्यों के कृषि विभाग तथा कई शासकीय संस्थानों को आपके संस्थान द्वारा सिफारिश पत्र लिखे गए हैं उन सभी पत्रों की प्रमाणित फोटोप्रति उपलब्ध कराएं ।	जानकारी प्रोजेक्ट के पी0 आई0 डॉ0 संजय श्रीवास्तव जी से प्राप्त करें
b	क्या केंद्र की विभिन्न कृषि योजनाओं जहाँ मृदा परीक्षक की सिफारिश की गई है, संस्थान द्वारा अपने मृदा परीक्षक को उन योजनाओं में शामिल / अनुशंसित करवाने के लिए क्या कार्यवाही की गई कृपया तत्संबंधी दस्तावेजों की प्रमाणित प्रति उपलब्ध कराएं ।	जानकारी प्रोजेक्ट के पी0 आई0 डॉ0 संजय श्रीवास्तव जी से प्राप्त करें

भवदीय



प्रभारी प्रशासनिक अधिकारी

34/37

BY SPEED POST/FAX

भारतीय मृदा विज्ञान संस्थान (भा०कृ०अनु०प०)

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To

Shri Vinod Nandwani.

34/21 Old Rajender Nagar.

New Delhi 110060

Sub: Page charges for reply to information under RTI Act, 2005 - reg.

Sir,

With reference to your RTI received at this end on 20/02/2016, it is hereby informed that the information contained altogether 25 pages and you are requested to remit Rs 50/- as page charges on receipt of this letter to ICAR unit IISS Bhopal. This is for your kind information to early deposit of page charges please.

(Signature)
(R. Flanchezhian)

Principal Scientist & CPIO

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17/3/16