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महाराष्ट्र MAHARASHTRA

मधुकर गायके  
शासकिय मुद्राक विक्रेता  
सेलगांव ता.बदनापुर  
प.क्र.3607007

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MEMORANDUM OF UNDERSTANDING (MOU)

Dated: 16<sup>th</sup> July 2021

By and Between

Dr. Baba Saheb Ambedkar Marathwada University

AND

Mahyco Private Limited

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प.क्र. 8607007

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Sub Treasury Office  
BADNAPUR

04 JAN 2021

Sub Treasury Officer  
Badnapur

### MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding ('MOU') made and entered into on this, 16th day of July, Two Thousand and Twenty one, between

**Dr. Baba Saheb Ambedkar Marathwada University, Aurangabad** recognised by UGC under section 2(f) and 12 (B), located at Jaisingpura, Aurangabad- 431004 under Maharashtra University Act, Maharashtra State (hereinafter called "BAMU" which expression shall, where the context so admits, include its successors and permitted assigns) of the first part,

AND

**Mahyco Private Limited** (formerly known as Sungro Seeds Private Limited), a Company registered under the Companies Act, 2013, having its registered office at 19 Raj Mahal, 84 Veer Nariman Road, Churchgate, Mumbai 400 020 (hereinafter referred to as "Mahyco") (which expression shall, unless it is repugnant to the context, mean and include its successors, administrators, and permitted assigns) of the second part.

*Am*

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## PREAMBLE

Whereas **BAMU**'s mission and vision is to make dedicated efforts to forge a holistic educational growth by innovative teaching and learning models; with strong scientific research methodologies. It has experienced and qualified persons in these areas.

**BAMU** has research interests and expertise in the area of hyperspectral research and augmented human computer interface research for crop improvement.

**Mahyco**'s vision is to feed the world with Indian Agriculture and mission is to enhance cultivation with art of science including innovative research approaches. It has research expertise in the area of Molecular breeding, Speed breeding, Gene Editing and Phenomics or Digital Phenotyping.

**BAMU** and **Mahyco** have resolved to come together through this MOU to utilised Technologies such as Field based phenotyping using Drones (having multispectral /rgb camera) at Mahyco, Hyperspectral sensor at BAMU, comparison of both data with remote sensing (NRSC derived data through BAMU/Mahyco). The collaboration intends to help researchers in germplasm screening and farmers in identification of pest incidence in a pre-symptomatic manner.

**BAMU** and **Mahyco** agree to actively collaborate in mutually identified areas by way of undertaking joint activities, projects and proposals ("PROJECT(s)"). Where PROJECTS are undertaken, the amount of funds/resources that are to be committed by each organisation or the funds that are to be sought from the respective parties will be based upon mutual discussion and are to be decided on a case by case basis. The two organisations resolve that in such PROJECTS, credit for benefits derived will be shared equally, whether in the form of patents, publications and publicity, or as mutually agreed upon. In case PROJECTS involve third parties, there will be separate written agreements for such projects, which will include the rights and responsibilities of such concerned third party/parties, with the mutual consent of the parties to such agreements.

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

*Bme*

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## **ARTICLE 1: Scope and Objectives of collaboration**

With the objective of working collaboratively towards the promotion of sustainable agricultural practices and enhancing the livelihood of Indian farmers using technology, **BAMU** and **Mahyco** will support research, promotion and extension of cooperation in fields of mutual interest to both parties.

The collaboration areas between **BAMU** and **Mahyco** shall include in no particular order, but shall not be limited to:

### **1. Identify major sucking pest spectral signatures in cotton and use it for screening.**

Objectives:-

- Detection of sucking pests incidence and diseases to cotton leaves
- Prediction of Severity level of Disease based on the above analysis
- Comparison of remote sensing satellite data with drone derived data for cotton sucking pest incidence.

### **2. Soil organic carbon (SOC) related spectral signature identification and utilization in estimating sequestered carbon to generate a correlation between vegetation and SOC, thus look forward towards methodologies to reduce global warming.**

Objectives:-

- Identification of Spectral signatures related to Soil Organic Carbon (SOC).
- Estimating sequestered carbon from SOC spectral signature.
- Generate correlation between SOC and Vegetation.
- Study the effect of SOC on Soil
- Comparison of remote sensing satellite data with drone derived data for SOC.

### **3. Knowledge initiative: Training/ industrial work exposure to two students of BAMU only in a collaborative training and research manner.**

Objectives:-

- To provide students of BAMU exposure to Mahyco's highly advanced field based phenotyping approaches, including data capture and data analysis

### **4. Other forms of scientific and technological cooperation as may be mutually agreed upon by the parties within the scope of this MOU.**

## **ARTICLE 2: Responsibilities of the Parties**

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2.1 Both the parties shall engage the necessary manpower, infrastructure, materials, etc., required for undertaking the collaborative PROJECTS, each at their cost.

2.2 Both the parties shall undertake and complete the work on the PROJECT(s) arising out of this MOU as per schedule of work as decided on a case by case basis;

2.3 This MOU will be reviewed and amended in writing, if and when required, with mutual consent without prejudice to the continuous service during the whole tenure of the MOU.

### **ARTICLE 3: Financial Arrangements**

3.1 The PROJECTS would be carried out subject to availability of funds and the approval of competent authority of each institution. Each party shall provide, in good faith, reasonable non-financial support to the other party for implementing a mutually agreed PPROJECT.

3.2 Both parties shall either fund PROJECTS on their own or collectively endeavour to obtain funding from a third party for identified PROJECTS.

### **ARTICLE 4: Non-disclosure and Confidentiality**

a. Any information exchanged between the parties hereto or generated as a result of this MoU, will not be treated as confidential and not disclosed nor divulged to any third person, party, organisation or to any other country without the mutual consent and written approval of the parties hereto, except information which at the date hereof was:

(i) in the public domain

(ii) known to either party prior to the date hereof as evidenced by written documents or subsequently becomes known, or is disclosed, to a party by a third party that has the right to make such disclosure.

b. All data/material generated through this MOU or a collaborating institute in India from this work programme shall be subject to explicit written approval signed by both the parties before publication/release of same by BAMU and/or the collaborating institute or Mahyco. The provisions in this Article shall survive termination or completion of the MOU.

*Done*

*RS.*

- c. All information and documents to be exchanged pursuant to this **MOU** will be kept confidential by the parties and will be used subject to such terms as each party may specify. A party will not use the information for purposes other than that specified without the prior written consent of the other party.
- d. All Confidential information shall remain the exclusive property of the disclosing party. The parties agree that the disclosure of the Confidential Information does not grant or imply any license, interest or right to the recipient in respect to any intellectual property right of the disclosing party.
- e. Unpublished information, whether oral, in writing or otherwise, discovered or conceived by the scientists or researchers and exchanged under the provisions of this **MOU** will not be published nor transmitted to a third party, unless otherwise mutually agreed by the parties in writing.

#### **ARTICLE 5: Publications, Intellectual Property Rights and Sharing of Benefits**

- 5.1. Any data, insights, intellectual property generated as a result of this collaboration shall be jointly owned and dealt with by mutual agreement.
- 5.2. The nature of intellectual property developed jointly and its exploitation shall be subject to separate arrangements in each case, entered into writing between the parties.
- 5.3. The parties shall consult each other for any publication in respect of the collaborative work, and no publication shall be made without the written consent of both parties. These publications (papers, reports etc.) shall be in the names of contributors from **BAMU** as well as **Mahyco** with the relative contributions being decided on a case-by-case basis.

#### **ARTICLE 6: PUBLICITY**

Both parties will make every effort to share on an equal basis, any publicity that is generated as a part of the project. The publicity material (pamphlets, videos or write-ups) will indicate that the work has been carried out collaboratively by the two parties.

#### **ARTICLE 7: Duration and Termination of MOU**

- 7.1 This **MOU** shall enter into force on the date of execution hereof and shall remain valid for a period of three years. The **MOU** shall terminate on the expiry of the period, unless extended in writing by both the parties. During the tenure of the **MOU**, parties hereto can terminate the **MOU** for breach of any of the terms and conditions of this

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MOU by giving one month's prior notice in writing to the defaulting party (such breach remaining uncured at the end of such notice period). Failure of either party to terminate the MOU on account of breach or default by the other shall not constitute a waiver of that party's right to terminate this MOU.

- 7.2 In the event of termination, the rights and obligations of the parties thereto shall be settled by mutual discussion; any financial settlement shall take into consideration not only the expenditure incurred but also the expenditure committed by the parties hereto.

#### **ARTICLE 8: Amendment**

This MOU can be amended only with the mutual consent of Parties in writing. Any amendment made to this MOU shall be treated as an integral part of the MOU.

#### **ARTICLE 9: FORCE MAJEURE**

Neither party shall be held responsible for non-fulfilment of their respective obligations under this MOU 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, 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 immediately upon such occurrence or cessation or as soon after as is reasonably possible. If the force majeure conditions continue beyond six months, the parties shall then mutually decide the future course of action.

#### **ARTICLE 10: Dispute Settlement**

The parties shall settle any differences in the interpretation and application of this MoU by negotiation and mutual consultations between them. In the event of dispute or differences between the parties hereto, efforts shall be made to resolve such disputes or differences amicably by mutual consultations or through the good offices of the Director BAMU (or nominee) and CEO/CTO, Mahyco.

Any unresolved dispute arising out of or in connection with this MOU, including any question regarding its existence, validity, interpretation or termination, shall be referred to and finally resolved by arbitration in accordance with the Arbitration Rules of the Mumbai Centre for International Arbitration ("MCIA Rules"), which rules are deemed to be incorporated by reference in this clause. The seat of arbitration shall be Mumbai, India. The

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tribunal shall consist of one arbitrator. The language of the arbitration shall be English. The law governing this arbitration agreement shall be that of the Republic of India.

#### **GOVERNING LAW**

This contract shall be governed by the Law of India for the time being in force.

#### **SEVERABILITY**

If any provision or provisions of this MOU shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby / other provisions in this MOU shall remain in full force and effect and as if such invalid, illegal or unenforceable provision had never been contained herein,

#### **COMPLIANCE WITH LAWS.**

Each party agrees to comply with all material state, national and local laws, rules, and regulations applicable to the performance of its obligations under this MOU, including in respect of further research conducted hereunder and the transfer, export, or sale of biological materials.

#### **SEAL OF PARTIES**

In witness whereof the parties hereto have signed this MOU on the day, month, and year mentioned hereinabove.

**Parties**

*One*

*JPS*



For and on behalf of BAMU

For and on behalf of Mahyco

Signature Suryawanshi

Signature Bharat R. Char

Name Dr. Jayashri Suryawanshi

Name Dr. Bharat R. Char

Designation: Registrar

Designation: Chief Science Officer

BAMU

Mahyco

Seal

Seal

Witness (Name & Address)

Witness (Name & Address)

1. Ratnadeep R. Deshmukh  
Professor, Dept of CS and IT  
BAMU

1. Smitha V. Kurup  
Associate Research Scientist I  
MPL

Aurangabad

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2. SNDeshmukh  
26/07/21  
Prof SNDeshmukh

2. \_\_\_\_\_

Date: 16.07.2021

Date: 16.07.2021