



महाराष्ट्र MAHARASHTRA

2016

AE 033119

अनु क्र... 74480 - 9 MAR 2017 दि...  
 इस्ताया प्रकार... **AGREEMENT**

दस्त नोंदणी करणार आहेत का? होय / नाही.

मिळकतीचे वर्णन.....

मुद्रांक विकत घेणाऱ्याचे नाव... Syngenta Bioscience Pvt Ltd

पत्ता ..... Baner, pune

दुसऱ्या पक्षकाराचे नांव.....

हरते व्यक्तीचे नांव व पत्ता... Hemant Jadhav Bopodi pune



- 8 MAR 2017

सौ. सुचेता सुहस्रा देशपांडे  
 पथाना क्र 2209994  
 १८३/३/३ कलाका पेठ, पुणे-११

मुद्रांक विकत घेणाऱ्याची सही

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला आहे त्याच कारणासाठी  
 दांक खरेदी केल्यापासुन ६ महिन्यात बापरणे बंधनकार आहे.

**MATERIAL TRANSFER AGREEMENT**

THIS AGREEMENT is made on this 13<sup>th</sup> day of June, 2017 at Pune.

BY AND BETWEEN

Dr. BABA SAHEB AMBEDKAR MARATHWADA UNVIERSITY, Jaisingpura, Auragabad Maharashtra India 431004 which expression shall where the context so admits include its successors and permitted assigns.

AND

SYNGENTA BIOSCIENCES PRIVATE LIMITED, (CIN no. U24210PN2001PTC135949) a Company registered under companies Act 1956 and having its registered office at "Amar Paradigm", NO.110/11/3, Baner Road, Baner, Pune - 411045 (hereinafter referred to as "Syngenta Biosciences Pvt Ltd") which expression shall mean and include all its successors, assignees and affiliates.

BACKGROUND





- (A) Dr. Babasaheb Ambedkar Marathwada Unviersity owns certain material described in Schedule 1 to this Agreement (the "Material");
- (B) Syngenta Biosciences Pvt. Ltd. wishes to conduct certain tests with the Material to evaluate its agrochemical activity;
- (C) Dr. Babasaheb Ambedkar Marathwada Unviersity has agreed to provide Syngenta Biosciences Pvt. Ltd. with the Material and all information reasonably requested by Syngenta Biosciences Pvt. Ltd. in connection with such tests (the "Information"), upon the terms and subject to the conditions in this Agreement;
- (D) The parties contemplate that if Syngenta Biosciences Pvt. Ltd. is satisfied with the potential usefulness of the Material, the parties will enter into negotiations covering their possible further testing and development by Syngenta Biosciences Pvt. Ltd.;

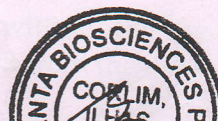
NOW IT IS AGREED as follows:

## 1. CONDUCT OF THE TESTS

- 1.1 Dr. Babasaheb Ambedkar Marathwada Unviersity will supply Syngenta Biosciences Pvt. Ltd. with a sufficient amount of the Material to enable Syngenta Biosciences Pvt. Ltd. to conduct such tests, of such nature, as Syngenta Biosciences Pvt. Ltd. in its discretion considers appropriate for determining the agrochemical activity of the Material (the "Tests"). Syngenta Biosciences Pvt. Ltd. will not analyse the Material in order to determine the chemical structure.
- 1.2 Syngenta Biosciences Pvt. Ltd. will carry out the Tests on the Material at its own expense and will provide Organisation with a summary of the results of the Tests (the "Results Summary") within three (3) months of completion of the Tests. For the avoidance of doubt, Syngenta Biosciences Pvt. Ltd. shall be under no obligation to disclose specific details of its test methods.
- 1.3 Syngenta Biosciences Pvt Ltd shall be entitled to perform any obligation and to exercise any right it has under this Agreement through any Affiliate (as defined below). Any act or omission of any such Affiliate shall for the purposes of this Agreement be deemed to be an act or omission of Syngenta Biosciences Pvt Ltd.
- 1.4 For the purposes of this Agreement "Affiliate" means any business entity which controls, is controlled by or is under common control with Syngenta Biosciences Pvt Ltd; for the purposes of this definition, a business entity shall be deemed to "control" another business entity if it owns, directly or indirectly, more than 50% of the outstanding voting securities or capital stock of such business entity or any other comparable equity or ownership interest with respect to a business entity other than a corporation.

## 2. WARRANTY

- 2.1 Dr. Babasaheb Ambedkar Marathwada Unviersity warrants that it has the right to supply the Material to Syngenta Biosciences Pvt Ltd for the Tests and that Syngenta Biosciences Pvt Ltd.'s use of the Material and performance of the Tests on the terms and conditions of this Agreement will not infringe any rights of third parties.





2.2 Dr. Babasaheb Ambedkar Marathwada University warrants that it has no safety data available to it in relation to the Material (safety data meaning environmental hazard data and human toxicological data).

### 3. TERM

3.1 This Agreement will commence on the date at the top of page 1.

3.2 It shall continue for a period of one year (the "Initial Period") and after that period unless and until terminated by either party giving at least one month's written notice to the other to expire on or at any time after that Initial Period.

3.3 Termination will not affect the continuing provisions of Clauses 4, 5, and 6.

### 4. CONFIDENTIALITY

4.1 For a period of five (5) years from the date of receipt of the Information Syngenta Biosciences Pvt Ltd shall keep it secret and confidential and will not disclose the Information nor supply any of the Material to any entity, person or other organisation whatsoever, except to employees or representatives of Syngenta Biosciences Pvt Ltd and its Affiliates and their employees and representatives.

4.2 Syngenta Biosciences Pvt. Ltd. agrees that it will use the Information exclusively for carrying out the Tests, and will not use it for the manufacture, sale or license of the Material or any preparation or derivative containing the Material anywhere in the world, unless the parties enter into an agreement authorising this.

4.3 For a period of five (5) years from the date of receipt of the Results Summary, Dr. Babasaheb Ambedkar Marathwada University shall keep the Results Summary secret and confidential and will not disclose it to any entity, person or other organisation whatsoever, or publish it in any way (for example in a lecture or poster session or in a paper in a scientific journal or any posting of data on the internet) without the express written consent of Syngenta Biosciences Pvt Ltd.

4.4 The provisions of Clauses 4.1, 4.2 and 4.3 will not apply to any part of the Information or Results Summary which:

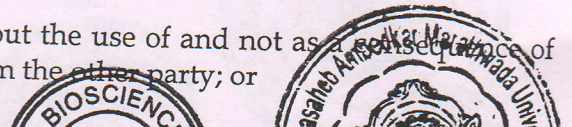
4.4.1 is already public knowledge or which become public knowledge other than as a result of a breach of this Agreement;

4.4.2 the recipient can show by documentary evidence was already known to the recipient or its Affiliates at the time of its receipt;

4.4.3 is disclosed to the recipient or its Affiliates by a third party with the lawful right to make such disclosure;

4.4.4 Syngenta Biosciences Pvt Ltd and Dr. Babasaheb Ambedkar Marathwada University agree in writing may be disclosed;

4.4.5 is independently generated by either party without the use of and not as a result of the Information or Results Summary received from the other party; or





4.4.6 is required by law or judicial decree to be disclosed to a government or regulatory authority or court, provided that the recipient promptly notifies the other party when the obligation arises, to enable the other party to take all necessary steps to protect the confidentiality of the information concerned.

4.5 Neither party shall issue a press release, make any announcements or otherwise disclose the existence or content of this Agreement without the prior written consent of the other party.

## 5. FURTHER EVALUATION

If within the term of this Agreement Syngenta Biosciences Pvt Ltd notifies Dr. Babasaheb Ambedkar Marathwada University that it wishes to carry out further tests on the Material, the parties will within six (6) months of Syngenta Biosciences Pvt Ltd.'s notice commence negotiations in good faith to complete a further evaluation agreement.

## 6. RESULTS

6.1 The results of the Tests shall belong to Syngenta Biosciences Pvt Ltd.

6.2 During the Initial Period the Dr. Babasaheb Ambedkar Marathwada University shall not grant to any third party an exclusive licence of its technology relating to the Material.

## 7. MISCELLANEOUS

7.1 Nothing in this Agreement constitutes an offer of any rights to Syngenta Biosciences Pvt Ltd in the Material (including any right to make, use or sell the Material or any product or derivative containing the Material) other than the right to carry out the Tests and any further work agreed in accordance with Clause 5.

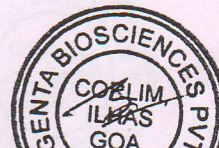
7.2 This Agreement is personal to the parties. Subject to Clause 1.3, it may not be assigned, sublicensed or subcontracted by either party, except Syngenta Biosciences Pvt Ltd may assign all or any of its rights and/or transfer all or any of its obligations to an Affiliate and Dr. Babasaheb Ambedkar Marathwada University consents to such assignment and/or transfer and will enter any confirmatory documentation as Syngenta Biosciences Pvt Ltd may reasonably require.

7.3 Nothing in this Agreement shall restrict or prevent either party from carrying out its own research either independently or in conjunction with third parties and from developing or commercialising the results of such independent research, provided that in doing so it does not make use of the other party's confidential information without their prior written consent.

7.4 All notices served under this Agreement shall be in writing addressed to the relevant address stated at the top of page 1 subject to the additional information below:

For notices to the Dr. Babasaheb Ambedkar Marathwada University:

FAO:  
Prof. Bapurao B. Shingate  
Dept. of chemistry  
Dr. Babasaheb Ambedkar Marathwada University  
University Campus, Near Soneri Mahal, Jaisingpura,  
Aurangabad, Maharashtra 431004





For notices to Syngenta Biosciences Pvt Ltd:

Director  
Syngenta Biosciences Pvt Ltd Biosciences Private Limited,  
C/o. Legal Department  
"Amar Paradigm" S. No. 110/11/3, Baner Road, Baner,  
Pune- 411045, India

- 7.5 Nothing in this Agreement shall be deemed to create a joint venture partnership or relationship of principal and agent between the parties.
- 7.6 This Agreement represents the entire agreement between the parties in relation to its subject matter and supersedes any previous agreement, written or oral, between the parties on that subject matter. Accordingly all other terms conditions representations warranties and/or statements which would otherwise be implied (by law or otherwise) shall not form part of this Agreement. Nothing in this Agreement excludes liability for fraudulent misrepresentation.
- 7.7 If all or any part of any provision of this Agreement shall be held to be invalid or unenforceable the remainder (if any) of the provision and all other provisions shall remain valid and enforceable to the fullest extent permissible by law.
- 7.8 This Agreement shall be governed by and construed in accordance with the laws of India, and the parties submit to the non-exclusive jurisdiction of the Mumbai High courts.

The parties have shown their acceptance of the terms of this Agreement by signing it after the Schedule.



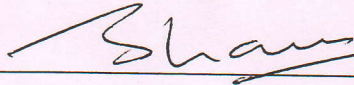


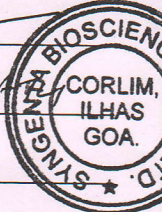
SCHEDULE 1

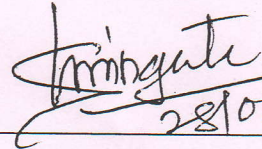
The "Material":

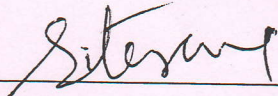
Samples of novel compounds synthesised for testing and evaluating use in Agrochemical discovery. The amount of sample required for testing varies between 25 mg - 100 mg


IN WITNESS WHEREOF the parties hereto have signed, sealed and delivered this Agreement on the day, month and year first above written in presence of:

  
Name: BHAWU MANSUR  
Designation: DIRECTOR  
SIGNED on behalf of  
Syngenta Biosciences Pvt. Ltd.

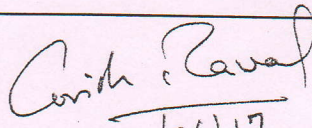


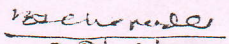
  
28/06/2017  
Name: Bapurao B. Shingate  
Designation: Professor  
SIGNED on behalf of  
**Dr. Babasaheb Ambedkar Marathwada University**

  
Name: SITARAM PAL  
Designation: Group leader  
SIGNED on behalf of  
Syngenta Biosciences Pvt. Ltd.



Witnesses:

  
22/06/17  
In the presence of: GURISH RAWAL

  
28/06/2017  
In the presence of: Professor Chopade &  
vice-chancellor