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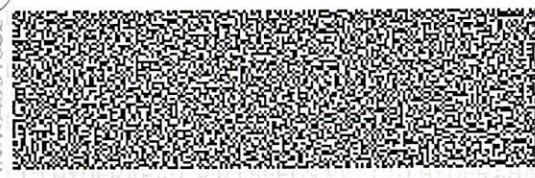
INDIA NON JUDICIAL

Government of Karnataka

Rs. 100

e-Stamp

Certificate No. : IN-KA39153237481369R
Certificate Issued Date : 14-Nov-2019 12:12 PM
Account Reference : NONACC (FI)/ kaksfcl08/ MYSORE SOUTH3/ KA-MY
Unique Doc. Reference : SUBIN-KAKAKSFCL0896251207351742R
Purchased by : REGISTRAR UNIVERSITY OF MYSORE MYSURU
Description of Document : Article 37 Note or Memorandum
Description : M O U
Consideration Price (Rs.) : 0
 (Zero)
First Party : P H I SEEDS PVT LTD HYDERABAD
Second Party : REGISTRAR UNIVERSITY OF MYSORE MYSURU
Stamp Duty Paid By : REGISTRAR UNIVERSITY OF MYSORE MYSURU
Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Please write or type below this line


**MEMORANDUM OF UNDERSTANDING BETWEEN
 PHI SEEDS PRIVATE LIMITED
 AND
 UNIVERSITY OF MYSORE, MYSURU (UOM)
 SIGNED ON**

This Agreement made and entered on this day, 1st Dec 2019 (thereafter referred to as 'effective date').

BETWEEN

PHI Seeds Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at The v IT Park, The Atria 12th Floor, Polt No:17 Software Units Layout, Madhapur, Hyderabad -500081, Telangana State, India.




**REGISTRAR,
 University of Mysore,
 MYSORE.**

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shclstamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

(Hereinafter referred to as the “**Company**”, which expression shall, where the context so admits, include its successors and permitted assigns of the other part). (First party)

AND

University of Mysore, a university registered with University Grants Commission (UGC), New Delhi under section 3 of UGC Act. 1956 and having its office at Crawford Hall, Mysore-570005, Karnataka, India, (hereinafter referred to as “**University**” represented by **Dr. S Chandra Nayaka and Dr. HS Prakash**, Institution of Excellence, Vijnana bhavan, manasagangotri, Mysore-570006, Karnataka, India Which expression shall, wherever the context permits which expression shall, wherever the context permits mean and include its successor and assignees) and represented by its Director, Second party.

In this AGREEMENT, Company and University shall individually be referred to as “**PARTY**” and jointly as “**PARTIES**”.

1. PREAMBLE

Whereas the Company is engaged in business of production, distribution, sale and export of hybrid seeds.

And Whereas the University has the required infrastructure, qualified personnel and experienced scientists, who can perform the seed health testing and issue the necessary reports.

And Whereas the Company will be working with University through their Sourcing Team headed by Mr. Ramesh Kailasam, Sourcing Manager and their Quality Assurance Team headed by Mr Manoj Kulkarni, AND Dr. H.S. Prakash, and Dr. S. Chandra Nayaka, Department of Studies in Biotechnology, University of Mysore, for seed health testing of different mandate crops/diseases of company interest.

Now, Therefore, it is hereby agreed by and between the parties as follows:

2. SCOPE

The AGREEMENT details the terms and conditions, financial arrangements, modalities of collaboration, intellectual property rights, responsibilities and obligations of the Company and University pertaining to the Seed Health Testing, hereto referred to as ‘PROJECT’. The terms and conditions agreed to by the Parties through this AGREEMENT pertain only to the execution of the Project. This AGREEMENT does not oblige University to offer similar or equivalent terms to the Company for any future transaction.

On and subject to the terms of this AGREEMENT, University shall allow the Company to utilize the expertise of Dr. H.S. Prakash, and Dr. S. Chandra Nayaka for the consultancy and seed health testing.



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3. FINANCIAL ARRANGEMENT

Company shall pay the fees set out in ANNEXURE I of this AGREEMENT (Fees) to University in consideration of University fulfilling its obligations set out herein. The Company will not be liable to pay to University any other fees, charges, compensation, etc., under this AGREEMENT.

4. DEVELOPMENT SCHEDULE

In order to meet the development schedule of the project, the parties will work as per the time schedule.

5. RESPONSIBILITIES OF UNIVERSITY

University shall have the responsibilities related to the (Seed Health testing for Pests/pathogens and other contaminants as required by the company.

6. RESPONSIBILITIES OF THE COMPANY

The Company shall have the responsibilities as detailed under ANNEXURE I under project.

7. PROJECT EXECUTION

The team member responsible for Project Execution is Mr Manoj Kulkarni from the Company and Prof. H.S. Prakash, University of Mysore. The Company may replace/add members as they deem fit under intimation to Dr. H.S. Prakash, and Dr. S. Chandra Nayaka in writing.

8. PROJECT MONITORING


The project Monitoring group will jointly consist of Mr. Manoj Kulkarni, Mr. Ramesh Kailasam and Mr S Suresh from the Company, and members from University (Dr. H.S. Prakash, Dr. S. Chandra Nayaka and Prof. Anand).

9. RESULTS OF THE PROJECT

Any intellectual property rights including without limitation patents/designs/trade mark/copyrights belonging to the concerned party shall remain the property of that party.

Intellectual property generated that is related to materials or processes supplied/used by the Company during the project shall belong to the Company. The procedural formalities for securing and maintain the intellectual property rights (patents/trademark/copyright), if any, shall be the individual responsibility of the relevant Party and the expenditure incurred therein shall be borne by the concerned party.




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10. CONFIDENTIALITY

The Parties agree that during the tenure of the AGREEMENT and three years thereafter, each party will maintain strict confidentiality and prevent disclosure of all the information and data of the other Party for any purposes without the written consent of the disclosing party other than the purposes contemplated by this AGREEMENT. Any Knowledge or information, which, which the University discloses to the Company shall not, unless agreed to in writing by the Company, be deemed to be confidential or proprietary information.

11. ETHICS

11.1. UNIVERSITY acknowledges that COMPANY employees must comply with the Company Code of Conduct (see: <http://www.dupont.com/corporate-functions/our-company/core-values/code-of-conduct.html>), including but not limited to the sections covering Gifts, Entertainment & Payments and Bribes & Kickbacks.

11.2. UNIVERSITY acknowledges that those working on behalf of Company cannot offer any salary, commission, fee, favor, gift, entertainment, service, or good to a COMPANY employee.

11.3. UNIVERSITY agrees not to offer to pay, pay, promise to pay, or authorize the payment of money or anything of value (in the form of gifts, entertainment, services, or goods) directly, or through any other person or firm, in furtherance of this Agreement [or acceptance of Company rebates] to:

11.3.1. government official in order to influence his or her actions or decisions or to secure any improper business advantage; or

11.3.2. any person or firm employed by or acting for or on behalf of any customer, whether private or governmental, for the purpose of improperly inducing or rewarding any favorable action by the customer in any commercial transaction or in any governmental manner.

11.4. In the course of its dealings on behalf of COMPANY, UNIVERSITY agrees to report ethical misconduct committed by UNIVERSITY or UNIVERSITY'S representative, where permitted under local law, to COMPANY local managers or through the DuPont Ethics and Compliance Hotline at {(000-117) 800-476-3016} (toll free).

11.5. UNIVERSITY agrees to provide COMPANY with truthful and accurate receipts of all relevant expenses and transactions that are undertaken in the performance of this Agreement, upon request.

11.6. UNIVERSITY hereby represents that, in its dealings on behalf of COMPANY, any action inconsistent with the above statements, taken directly or indirectly by UNIVERSITY is a material breach of this Agreement, and may serve as grounds for the immediate termination of this Agreement without any compensation to UNIVERSITY and without prejudice to any other available remedies.



A green handwritten signature is written over a blue stamp at the bottom right. The stamp reads 'REGISTRAR, University of Mysore, MYSORE'.

11.7.**NOTICE:** Due diligence, via a **public database search**, may be conducted on the first party to ensure compliance with the U.S. Foreign Corrupt Practices Act and other applicable local anti-corruption laws. Company may store, move (including to other countries) and process the **publicly available** personal information obtained, including names, job titles, criminal or ethical background as well as ties to government officials. This publicly available information may be stored in the United States. Company will restrict access to personnel necessary for performance of due diligence. Company will keep this information only as long as legally required for the business relationship. By signing below, you consent in advance to these terms and agree to inform the above-named parties and obtain any additional consent from first party.

12. UTILIZATION OF INTELLECTUAL PROPERTY DEVELOPED

Each party shall follow the rules appropriated to their organization in respect of property belonging to such party. University acknowledges and agrees that the Company may use the results of the project in food product development and commercialization of formulations/ consultancy without any further compensation to the University.

13. CHILD LABOUR AND FORCED LABOUR PROHIBITION

- a.) University hereby certifies that it is fully aware of the DuPont Principles on Child and Forced Labor and Human Trafficking (hereinafter referred to as "DuPont Principles on Forced Labor"), available at <http://www2.dupont.com/media/en-us/news-events/insights/child-and-forced-labor.html>.
- b.) University hereby certifies and undertakes that it does not currently employ, and will not in the future employ, directly or indirectly, or through any subcontractor, any child to perform work for COMPANY who is under sixteen (16) years of age, or eighteen (18) years of age in the case of hazardous work, in any of its operations or activities in a manner contravening DuPont Principles on Forced Labor or in violation of relevant laws and regulations. University further certifies and undertakes that it, and its suppliers of goods and services, will not utilize persons under the age of sixteen (16), or eighteen (18) years of age for hazardous work, in contravention of the DuPont Principles on Forced Labor or in violation of relevant laws and regulations.
- c.) University hereby certifies and undertakes that the workers it uses, and will use, to produce and supply the goods and services offered are in all cases present voluntarily. University further certifies and undertakes that it and its suppliers of goods and services will not knowingly utilize prison or forced labor as it is defined in the DuPont Principles on Forced Labor.



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d.) University hereby understands that these certifications and undertakings are essential to this Agreement. University agrees to indemnify COMPANY and hold COMPANY harmless with respect to any violation of relevant laws and regulations, or for any civil liability arising from the contravention of the DuPont Principles on Forced Labor by University or any of its suppliers of goods or services. University also agrees that, in the event that COMPANY determines that a violation or contravention of relevant laws or regulations or the DuPont Principles on Forced Labor has occurred, COMPANY shall notify University and University shall immediately remedy the violation or contravention. In the event that COMPANY determines that University has not remedied the violation or contravention and complied with the law and regulations and/or the DuPont Principles on Forced Labor, then COMPANY may terminate this Agreement immediately without compensation to University.

14. FORCE MAJEURE

Neither Party shall be held responsible for non-fulfillment 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, epidemic, riots, civil commotion, etc. provided that 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 and cessation. If the force majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

15. REPRESENTATIONS AND WARRANTIES

The University agrees to save, indemnify, defend and hold harmless the Company from any and all claims, losses, liabilities or damages to property or injuries including, but not limited to death).

To persons arising out of acts or omissions of the University during performance of its obligations under this AGREEMENT, unless resulting from the company's sole negligence.

The University further warrants that in no event shall the company be liable for any special, incidental, indirect or consequential damages of any kind in connection with this AGREEMENT. Without prejudice to the foregoing, company's cumulative liability under this AGREEMENT, if any, shall not exceed to a total fees paid by the Company to the University hereunder.




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MYSORE.

16. EFFECTIVE DATE, DURATION AND TERMINATION

- 16.1. The AGREEMENT shall be effective from either the date of signing the AGREEMENT by both parties, and is designed as the "Effective Date", and shall remain in force until the end of **Three Years (3 years) from the Effective Date**.
- 16.2. The AGREEMENT shall terminate on the expiry of the period stated in CLAUSE 16.1 Unless extended by both parties in writing.
- 16.3. During the tenure of the AGREEMENT, each party hereto can terminate the AGREEMENT either (1) for material breach of any of the terms and conditions of this AGREEMENT by the other party, provided that the terminating party has given written notice of such breach within ten (10) business days of receipt of such notice. Or (2) otherwise by giving a **three (3) months notice** in writing to other party. Failure of either party to terminate the AGREEMENT on account of breach by the other shall not constitute a waiver of that party's right to terminate his AGREEMENT
- 16.4. In the event of termination of AGREEMENT vide clause 16.3 the rights and obligations of the parties shall be settled by mutual discussions and the financial settlements shall take into consideration not only the expenditure incurred but also the expenditure committed by the parties hereto.
- 16.5. The agreement arrived at between the parties hereto for the utilization of the intellectual property and any other section that by its nature should survive expiration or termination of this AGREEMENT shall survive the termination of the AGREEMENT.

17. NOTICE

All notices and other communications required to be served on the Company under the terms of this AGREEMENT, shall be considered to be duly served if the same shall have been delivered to, or posted by registered mail to Production Leader, Kind Attn : Mr S Suresh, at the Administrative Head Office address mentioned above. Similarly any notice to be given to University shall be considered as duly served, if same shall have been delivered to left with or posted by registered mail to the Registrar, University of Mysore, Mysore with a copy to the Director, UIIC, University of Mysore, and Dr. H.S. Prakash, and Dr. S. Chandra Nayaka, Dept. of Studies in Biotechnology, University of Mysore, Manasagangotri, Mysore.

18. AMENDMENT

No amendment and modification of this AGREEMENT shall be valid unless the same is made in writing by both parties through their authorized representatives and specially stating the same to be an amendment of this AGREEMENT. The modification / changes shall be effective from the date on which they are made / executed unless otherwise agreed to.



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MYSORE.

19. ASSIGNMENT

Neither Party may assign or otherwise transfer this AGREEMENT without the consent of the other except that Company may without such consent, by written notice to the other Party assign this AGREEMENT to another company due to a merger, acquisition, demerger or other reorganization that the assigning Party, its parent company or its ultimate parent company, its affiliate or such affiliate's ultimate parent company may be involved in. Upon any such assignment referred to in this Section, (a) the rights and obligations under this AGREEMENT shall be binding upon and inure to the benefit of said assignee or successor in interest and (b) after any such merger, acquisition, demerger or other reorganization purchase neither Company nor any of its affiliates shall have, and Company and such affiliates shall be released from, all duties, obligations and liabilities to University under or in connection with this Agreement.

20. DISPUTE RESOLUTION

In the event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation at the level of Registrar of the University of Mysore and The Manager of the Company, Before the courts situated at Mysuru, Shall have exclusive jurisdiction over any dispute arising out of this AGREEMENT.


21. EXERCISING AUTHORITIES

Mr. Ramesh Kailasam, Mr Manoj Kulkarni and Dr. H.S. Prakash, and Dr. S. Chandra Nayaka shall be the exercising authorities who will implement various provisions to this AGREEMENT.

22. INDEPENDENT CONTRACTORS

The relationship of the parties under this AGREEMENT is that of independent contractors. Nothing in the AGREEMENT will be constructed as constituting a partnership, joint venture or agency between the parties.




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MYSORE.

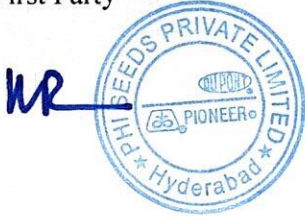
SEAL OF PARTIES

This AGREEMENT entered into an effective from the "Effective Date" described above.

Parties

For & on behalf of University of Mysore For & on behalf of PHI Seeds Private Ltd.

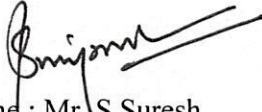
I First Party



Witness signature



1. Name: Prof. Dr. D Anand
Director, UIIC,
University of Mysore



2. Name : Mr. S Suresh,
Production Leader,
PHI Seeds Private Limited,
Hyderabad.

II Second Party


**REGISTRAR,
University of Mysore,
MYSORE.**

Witness signature



**Director
Planning, Monitoring and Evaluation Board
University of Mysore
MYSORE - 570 005**

REGISTRAR
University of Mysore
MYSORE

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Ref : Agreement Entered dt. 1st DEC 2019

ANNEXURE- I

Seed Health Testing Fee: 4000/per sample (Paddy, Maize, Pearl millet, Canola, Sunflower etc.,)

Annual Budget Details

Sl. No	Head wise budget	Amount in Rupees per year	Remarks (if any)
1	Remuneration for Scientists**	4,00,000/-	The Company Shall deposit Rs. 5,00,000=00 (Five lakh) towards seed health testing of samples per year, if the Tests Fee Amount exceed the Annual Budget, the remaining amount shall be paid to University and when the communication received from the University.
2	Consumables	50,000/-	
3	Contingency	50,000/-	
	TOTAL	5,00,000/-	

Note: TDS would be made as per Rules in force as per IT Act, 1961 and rules thereunder.

For ALL Completed Seed Health Testing, the University shall issue appropriate reports within the prescribed timelines and along with the Reports; the University shall raise the appropriate Invoices as follows:

PHI Seeds Private Limited

Kind Attn: Dr. Ramesh Kailasam / B. Siva Sankaran

Communication Address:

12th Floor, Atria Towers, The V-IT Park, Plot No 17, Madhapur, Hyderabad 500081

The Company shall effect the Payment, by online bank transfer, against each such Invoice, by giving Ref of the Invoice No... to University as follows:

Name of the A/c Holder: Finance officer, University of Mysore

Account No: 54007591437

IFSC Code No: SBIN0040059

Bank Name: State Bank of India

Branch Name: University campus

Address of the Bank: Crawford, Hall, University of Mysore, Mysore- 570 005

Person to be notified: Dr D. Anand / Dr. Chandra Nayaka




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