



తెలంగాణ తెలంగాణ TELANGANA

Sl.No. 08 Date: 11/01/2021

Sold to: A. Krishna

for: A. Mallajiah → Deccan Mudra Agri Private Ltd.

from: Self

J. Bhagya Lakshmi
AE 713008

JAKKULA BHAGYA LAKSHMI
LICENCED STAMP VENDOR
Lic No: 16-06-022/2019
Shop No: 1-10-104/47/2, Mayuri Mar
Begumpet, Hyderabad-500 016.
Phone: 7995546150

MEMORANDUM OF AGREEMENT (MOA)

Between PJTSAU and Deccan Mudra Agri Private Limited

This Agreement is made and entered into on 11th day of January month, 2021 between **Professor Jayashankar Telangana State Agricultural University, (PJTSAU)** Rajendranagar, Hyderabad (hereinafter called as "Licensor") represented by its Registrar (which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its executors, representatives, administrators, successors and assigns) a State wide University and constituent of the Government of Telangana, established by the Act of State Legislature on the one part AND **M/s Deccan Mudra Agri Private Limited**, a private company (hereinafter called the "Licensee") represented by its Authorized representative (which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its executors, representatives, administrators, successors and assigns) having Registered Office at B-32, Steel and Mines Complex, Sri Nagar Colony, Hyderabad – 500 073 on the other part.

The Licensor and Licensee are individually referred to as party and collectively as parties.

WHEREAS the Licensor being an Educational and Research Institute has developed a new rice variety namely **Telangana Sona (RNR 15048)**, released through State Variety Release Committee(SVRC) bearing Lr. No.SRC(2)295/2015 dated 26.11.2015 of Commissioner & Director of Agriculture, Govt. of Telangana.

A. Krishna

REGISTRAR
P.J.T.S. Agricultural University
Hyderabad

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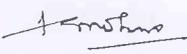
WHEREAS the said variety has been notified vide Gazette Notification No.S.O. 2238 (E) dated 29.06.2016 and has been recommended for cultivation in Telangana. The said variety was also registered under Protection of Plant Variety & Framers' Rights Act of 2001 (A Statutory body created by an act of Parliament) bearing Registration No. 196 of 2018.

WHEREAS the said variety, **Telangana Sona (RNR 15048)**, is a short duration, super fine grain and blast resistant rice variety. It is classified under low glycemic index category with GI values of 51.5 (Umamaheshwari *et al.*, 2015, Release proposals of RNR 15048 variety) and 51.72 (Prasanthi *et al.*, 2019, *American Journal of Food and Nutrition*, 7(4):158-165).

WHEREAS the Licensee is having interested to take up commercial production and marketing of Telangana Sona rice variety has approached the Licensor for grant of License for production of above rice on large scale for which the Licensor has agreed to grant the same with the following terms and conditions.

Terms and Conditions:

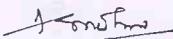
1. That the Licensor has agreed to grant License to the Licensee on a non-exclusive basis to produce said rice variety on a large scale and market anywhere as per the provisions of Union/State government.
2. That the Licensor shall have absolute right to permit any other private sector company or public agency to produce and market the rice of the said variety.
3. That the Licensee has agreed to pay upfront payment of **Rs.3.0 lakhs** (Rupees Three lakhs only) towards Non-refundable License fee at the time of entering and signing the MOA. The Licensee has further agreed to pay GST as applicable on the above mentioned License fee amount. Upon payment by the Licensee, the Licensee will be eligible to get 60.0 kg of breeder seed of said variety from the Licensor on cost basis.
4. This Agreement is valid initially for a period of **two (2) years** from the date of signing the Agreement and can be renewed with mutual consent of both the parties upon such terms and conditions as may be agreed to by the parties. The Licensee shall be required to pay **Rs.1.00 lakh** (Rupees One lakh only) towards renewal fee apart from GST as applicable which shall be valid for a period of one year succeeding to the expiry of initial agreement. The request for renewal shall be made before the expiry of Agreement.


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P.J.T.S. Agricultural University

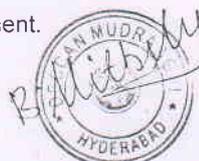
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5. The Licensee agrees that it would market the rice under the same name as given by the Licensor.
6. The Licensee agrees that it shall sell only quality rice of the said variety, with due regard to specified quality standards which can be ensured by having quality check during production, harvesting, procurement and milling of said paddy.
7. The Licensee agrees that it would use the certified/truthful labeled or above standard seed only for the purpose of commercial production.
8. The Licensor agrees that it will provide relevant technical information related to the particular variety. Also, the Licensor agrees that it will provide the technical guidance for the production at the Licensee's request on cost basis as mutually agreed.
9. The Licensee agrees not to sub-license to produce/multiply/market the seeds of the said rice variety to any other company including its own subsidiaries/ associate companies operating in India or abroad for any purpose, without specific written permission from the Licensor.
10. In case, the Licensee desires to further sub-license the production and marketing, or any other use of the said variety, the Licensee agrees that it shall be done only with specific written permission/agreement with the Licensor upon such conditions as prescribed by the Licensor.
11. The Licensee shall affix in a conspicuous manner upon every (PRODUCT and/or mode of packaging containing the PRODUCT) the logo of Professor Jayashankar Telangana State Agricultural University. Mere affixing of PJTSAU Logo, the Licensor does not become liable for any breach of terms of agreement or supplying low quality rice to the consumers or any other act done against the wish of the Licensor.
12. The Licensee agrees to be fully responsible for any complaint made/liability claimed by any affected party(ies) including farmers/farmers' organization/court decision etc. and the licensor will not be responsible for any complaints/litigation.
13. The Licensee agrees to provide adequate access to the records maintained by the Licensee to the Licensor to ascertain actual production and sale figures of said variety in each financial year.
14. This agreement is subject to amendments as per the rules and guidelines of PJTSAU and other relevant acts of State Government.


REGISTRAR
P.J.T.S. Agricultural University

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15. The Licensor may at any time cancel the License of the Licensee and terminate the agreement with a prior notice of one month in case of any breach of terms and conditions by the Licensee.

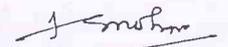
16. The terms and conditions of this MOA can be amended by mutual agreements of both the parties.

17. The Parties agree that any dispute arising out of this Agreement would be settled through mutual consultation, In case the dispute is not settled through mutual consultation, the same may be referred to an Arbitrator appointed by the Registrar, PJTSAU whose decision shall be final and binding.

Signed on this the 11th day of January month, 2021 by the Registrar, PJTSAU on behalf of the Licensor and the authorized representative of the company on behalf of the Licensee, at Administrative Office, PJTSAU, Rajendranagar, Hyderabad - 500 030.

Signed by

(on behalf of Licensor)


(Registrar, PJTSAU)

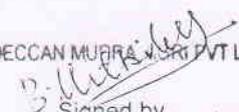
REGISTRAR
(Seal) P.J.T.S Agricultural University
Rajendranagar, Hyderabad-30 T.S.

Witness:

1.

2.

For DECCAN MUDRA V. SRI PVT LTD


Signed by

Director

(on behalf of Licensee)



Witness:

1. 

2. 

