

PAVAN
Draft

DRAFT FOR APPROVAL AND DISCUSSION
COLLABORATIVE RESEARCH AGREEMENT

ARTICLE I: THE AGREEMENT

1.1 This Agreement is made and signed on this 15th day of February, Two Thousand and Eighteen between Mahatma Gandhi Mission Institute of Health Sciences, a Deemed to be University under section 3 of the University Grants Commission Act (hereinafter called "MHMIHS" which expression shall where the context so admits, include its successors and permitted assigns) having its office at Sector - 1, Kambhe, Nashik, Mumbai through its Registrar Mr Dr. RAJESH D. COPEL of the one part,

and

1.2 PAVAN GREEN BIOTECHNOLOGIES LTD a private company (hereinafter called "PAVAN" which expression shall where the context so admits, include its successors and permitted assignees) having its registered office at Plot No- R 666, MIDC, TTC, Rabale, New Mumbai represented by its Chairman Dr R M Belkune of the other part

ARTICLE 2: MGMIHS

2.1 WHERE AS MGMIHS is a Deemed to be University under section 3 of the University Grants Commission Act. MGMIHS has as its constituents Medical colleges. The said Medical Colleges have the course of Biomedical Sciences. MHMIHS undertakes various research projects and works. Over the years MGMIHS has emerged as a centre of excellence for higher education in Medical field. The MGMIHS has been accredited with 'A'-grade by the NAAC. The alumni of MGMIHS have achieved great success in their respective fields and are also placed in various leading organizations across the globe in different capacities both in public and private sector.

2.2 WHEREAS, "MGMIHS" has done basic research in the field of fish waste its utilization and management. The MGMIHS has also done research work in various other field such as Biomedical sciences, phytomedicine, TQ and Herbal.

ARTICLE 3 PAVAN

3.1 WHEREAS, "PAVAN" has setup Biotech R & D Lab about a decade back and working on production and uses of Microbial enzymes in Agriculture and Food Processing

3.2 WHEREAS, "PAVAN" has shown interest to work on "Fish waste management through Biotechnological interventions" in collaboration with "MGMIHS" and will extend all possible support.

3.3 WHEREAS, accepting the request of "PAVAN" to work on "Fish waste management through Biotechnological interventions", 'MGMIHS' has agreed to extend all possible scientific and research based support to "PAVAN"

3.4 Now, it is hereby agreed that "MGMIHS" shall work in collaboration with "PAVAN" as per the terms and conditions detailed below:

ARTICLE-4: SCOPE OF THE AGREEMENT

4.1 This Agreement details the modalities, terms and conditions for the refinement and application of technology of CIFE for preparation of silage and collaborative research work between "MGMIHS" and "PAVAN", the rights and obligations of either Party thereto and the financial arrangements between the parties.

ARTICLE-5: EFFECTIVE DATE AND DURATION

5.1 The agreement shall come into force from the date of signing this collaborative research agreement. The project period will be of 5 years. The project period may be extended depending upon the progress of research project and as per the mutual understanding of the parties.

ARTICLE-6: FINANCIAL ARRANGEMENTS

6.1 The parties agree that this is a collaborative research project/programme and the funds required for implementing this project/programme will be



generated by submitting this project/programme to external funding agencies like Bombay Port Trust/ DBT/DST etc.

6.2 The finance obtained for this collaborative research project/programme will be utilized only for the project purpose and no other purpose under any circumstances.

6.3 The Principal Investigator of the collaborative research project must be from "MGMIHS".

6.4 This project deals with the fish waste management through biotechnological interventions. The parties acknowledge that several technologies are available in public domain and making fish silage is one such technique. However, "MGMIHS" and "PAVAN" will refine this technique by using their own enzymes and bacterial consortium which can reduce the cost of production, be cost effective and also increase its nutritional quality.

6.5 Any upgradation or further improvement required at the time of application which has been undertaken in collaboration with "PAVAN" will have 50% IP stakes by both the parties. The parties will jointly own the IP rights and will be entitled for the benefits as per their share of 50%.

ARTICLE-7: RESPONSIBILITIES OF "MGMIHS" and "PAVAN"

7.1 "MGMIHS" shall provide the technical expertise in fish waste utilization to "PAVAN". MGMIHS will permit the laboratories to be used only for the research project/programme and no other purpose. The said permitted user for the purposes of the research project/programme shall only on a need basis and will not under any circumstances whatsoever amount to creating any interest of any nature whatsoever in favour of PAVAN in respect of the premises of MGMIHS. The parties agree, confirm and undertake that this agreement does not amount to a lease, sub-lease, license, under-letting or sub-letting or creating a charges partly or wholly. PAVAN is not permitted to put up any sign boards, advertisements etc other than the permitted information board displaying the names of the parties.

7.2 "MGMIHS" and "PAVAN" shall be responsible for bringing the necessary finance to implement the project.

7.3 "PAVAN" shall arrange for building and pre-installation requirements.

7.4 "PAVAN" shall establish the fish waste silage manufacturing unit in the industrial area away from the residential area conforming to the Local Government Orders in force.

7.5 "PAVAN" shall implement all safety and environmental regulations in force such as Factories Act 1948 and State Pollution Control Board norms etc. in respect of its labour/employees.

7.6 "MGMIHS" shall provide adequate training in assembling, operation, maintenance, quality control and safety procedures pertaining to the refinement of silage technology to authorized "PAVAN" personnel.

7.7 "MGMIHS" shall provide benchmarks in quality control.

7.8 "MGMIHS" shall provide optimized process parameters conditions for making good quality silage. "PAVAN" shall provide the resources for obtaining raw materials i.e. fish waste. "PAVAN" shall draw appropriate marketing strategy to generate business through sale of fish silage.

7.11 "PAVAN"& "MGMIHS", shall treat as strictly confidential all information/knowledge obtained from in connection with or relating to the technology refinement.

"PAVAN" shall not, at any time, assign, mortgage, charge, grant, sub- license in respect of or otherwise deal with possession or control of the technology once refined.

7.13 "PAVAN" shall not file any application for seeking intellectual property rights in its own name or in the name of person(s) on any matter relating to the information disclosed to it by "MGMIHS" under this agreement.

7.12 "PAVAN" shall not, at any time, assign, mortgage, charge, grant sub-license in respect of or otherwise deal with possession or control of the technology once refined.

7.13 "PAVAN" shall not file any application for seeking intellectual property rights in its own name or in the name of person(s) on any matter relating to the information disclosed to it by "MGMIHS" under this agreement.

7.14 "PAVAN" shall allow the Masters and Ph D student from "MGMIHS" to work on any component of this project as a part of their dissertation work.

ARTICLE-8: OBLIGATION TO IMPROVEMENTS /INNOVATIONS OF REFINED TECHNOLOGY

"PAVAN" shall promptly disclose to "MGMIHS" in writing, all or any improvements/modifications/innovations made in the Know-How. All such improvements! modifications/innovations shall then form an integral part of the Know-How, and shall remain the property of both 'PAVAN' & "MGMIHS".

ARTICLE-9: GUARANTEES/WARRANTEES

"MGMIHS" & "PAVAN" warrants the adequacy of the documentation, training and technical assistance for establishment.

ARTICLE-10: CONFIDENTIALITY

10.1 Both parties shall maintain high level of secrecy/confidentiality and shall not divulge to the third party, the information that may come to their knowledge regarding the above mentioned know-how without prior written consent of the other party. In the event of either party divulging any information, that part shall be liable to compensate to the other party the damages incurred as a result of such divulgence and also pay penalties.

10.2 Notwithstanding the provision of Article 10.1 above, both the parties may disclose part of knowhow to contractor/consultant engaged by them for preparation of Market Survey/Techno-Economic Feasibility Report/Detailed Engineering Project report, other relevant report, to the extent necessary to enable them to perform their duties, provided that they shall impose on such contractors/consultants the same secrecy obligations as those stipulated in this Article.

ARTICLE-11: FORCE MAJEURE

Neither party shall be responsible for any failure or delay on its part in performing any of its obligations or any loss, damages, costs, charges, or expenses incurred or suffered by the other party by reason of such failure or delay, if such failure or delay is caused due to one or more of the force majeure conditions such as but not limited to acts of God, war, flood, earthquake, strikes, lockouts, epidemics, riots, civil commotion etc. or any other reasons beyond the control of the parties, 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 three months, the parties shall then mutually decide about the future course of action.

ARTICLE-12: NOTICE

All notices and other communications required to be served on "PAVAN" under the terms of this agreement shall be considered to be served if the same shall have been delivered to, left with or posted by registered mail to "PAVAN" at its last known address of business. Similarly, any notice to be given to "MGMIHS" shall be considered as duly served if the same shall have been delivered to, left with or posted by registered mail to "MGMIHS" at its registered address in MUMBAI.

ARTICLE 13: TERMINATION OF THE AGREEMENT

13.1 Notwithstanding anything contained herein, either party may by notice in writing to the other party terminate this agreement under any one of the following conditions.

13.2 If at any time during the term of this agreement either of the parties hereto fails to perform its respective obligations hereunder, the other party shall have the right to terminate this agreement by giving 90 days' notice in writing setting forth the breach of obligation under this agreement complained of and unless the breach is cured within 30 days from the date of such notice, the agreement shall be terminated on the expiry of 90 days and the rights of the parties hereunder shall cease upon the date specified in the notice.

13.3 If either party discontinues business or be adjudicated insolvent or bankrupt or makes an assignment for the benefit of creditors or a composition with creditors or shall file a voluntary petition of winding up or shall answer admitting the material allegations of an involuntary petition pursuant to any applicable law of any jurisdiction or if any order is entered appointing a receiver or trustee of either party or of a substantial portion of assets of either party or if either party applied for a consent to the appointment of such receiver or trustee.

ARTICLE-14: ARBITRATION AND JURISDICTION

14.1 In the event of any dispute, which may arise either during the subsistence of this agreement or afterwards between "PAVAN" and "MGMIHS" and/or their respective representatives touching these presents or any clause or thing herein, contained or otherwise in any way relating to or arising from these presents, both the sides shall do their utmost to settle these disputes by means of negotiations

14.2 Disputes, on which both the sides fail to reach an agreement by means of negotiations, shall be referred to arbitration and the award so passed shall be binding on both the parties finally and conclusively.

14.3 The courts of competent jurisdiction situated at MUMBAI shall be vested with the exclusive jurisdiction to entertain all such disputes that may arise between the Parties her to in relation to this agreement.

ARTICLE-15: INDEMNITY AGAINST INFRINGEMENT OF INTELLECTUAL

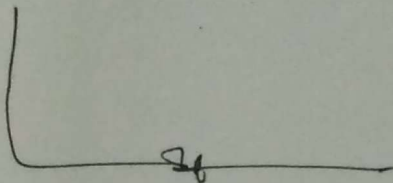
PROPERTY RIGHT OF THIRD PARTIES

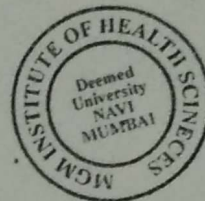
"MGMIHS" covenants that they do not know and have no reason to believe in the existence of any patent or intellectual property rights belonging to any third Party that "PAVAN" would infringe by using the technology. However, both

IN WITNESS WHEREOF the "MGMIHS" and "PAVAN" have executed these presents on the day, the month and the year first above written

For and on behalf of MGMIHS

Witness (Name and Address)





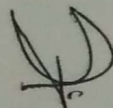
1. Dr. RAJESH B. GOEL

2.

Date: 15/2/2018

For and on behalf of PAVAN

Witness (Name and Address)

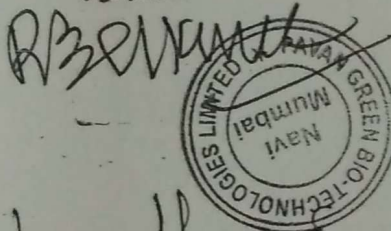


Dr. Rajesh B. Goel

Registrar

MGM Institute of Health Sciences
(Deemed University u/s 3 of UGC Act, 1956)
Navi Mumbai- 410 209

For PAVAN GREEN BIO-TECHNOLOGY



Chairman / Director

1. N. D. Kulkarni

2.

Date: 15/2/2018

