

भारतीय गैर न्यायिक

भारत INDIA

रु. 500



FIVE HUNDRED  
RUPEES

पाँच सौ रुपये

Rs. 500

INDIA NON JUDICIAL

गोवा GOA

DATE 28/2/18 SER. No. 334 VALUE 500  
NAME OF PURCHASER Syngenta Biosciences  
RESIDENT OF..... PURPOSE.....  
PLACE OF VENDOR CORLIM

389789

Sig. Purchaser

*IBC*  
Sig. Vendor  
Mrs. Haunsa B. Naik  
Lic. No. AC/STP/VEN/02/2017/185  
Date: 29/11/2017

**MATERIAL TRANSFER AGREEMENT**

**THIS AGREEMENT** is made on the 20<sup>th</sup> day of March in the year 2018

**BETWEEN**

**R. K. M. Mahavidhyalaya, Ahmednagar, Maharashtra, India 414001** which expression shall where the context so admits include its successors and permitted assigns.

**AND**

**Syngenta Biosciences Private Limited**, a Company registered under companies Act 1956 and having its registered office at "Amar Paradigm", S. 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) **R. K. M. Mahavidhyalaya** 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;

*3* *2/18*

(C) **R. K. M. Mahavidhyalaya** 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 **R. K. M. Mahavidhyalaya** 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 **R. K. M. Mahavidhyalaya** 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 **R. K. M. Mahavidhyalaya** 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.

*By Real*

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, **R. K. M. Mahavidhyalaya** 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 **R. K. M. Mahavidhyalaya** agree in writing may be disclosed;

4.4.5 is independently generated by either party without the use of and not as a consequence 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 **R. K. M. Mahavidhyalaya** 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 **R. K. M. Mahavidhyalaya** 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 **R. K. M. Mahavidhyalaya** 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 **R. K. M. Mahavidhyalaya**:

FAO:  
Dr. Shelke Sharad N  
Associate Professor  
P.G. & Research Center,  
R.K.M. Mahavidyalaya,  
Ahmednagar, Maharashtra  
India - 414001,

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":

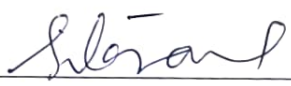

Samples of novel compounds synthesised for testing and evaluating use in Agrochemical discovery.  
The amount of sample required for testing varies between 25 mg – 100 mg

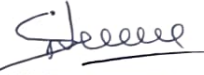

*3/2/21*

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: Dr. Bhanu Manjunath  
Director R & T  
Designation: \_\_\_\_\_  
SIGNED on behalf of  
  
Syngenta Biosciences Pvt Ltd Limited


  
Name: Dr. Dinanath D. Patil  
Designation: Principal  
SIGNED on behalf of  
  
R.K.M. Mahavidyalaya

  
Name: Sitaram Pal  
Designation: Group leader  
SIGNED on behalf of  
  
Syngenta Biosciences Pvt Ltd Limited

  
Name: Dr. Sharad N. Shelke  
(Associate Professor)  
Research Guide in Chemistry  
R.K.M. Mahavidyalaya  
Ahmednagar-414001  
Designation: \_\_\_\_\_  
SIGNED on behalf of  
  
R.K.M. Mahavidyalaya

Witnesses:

In the presence of: 

In the presence of:   
Dr. B. K. Aruti