

MICROBIAL CULTURE MATERIAL TRANSFER AGREEMENT

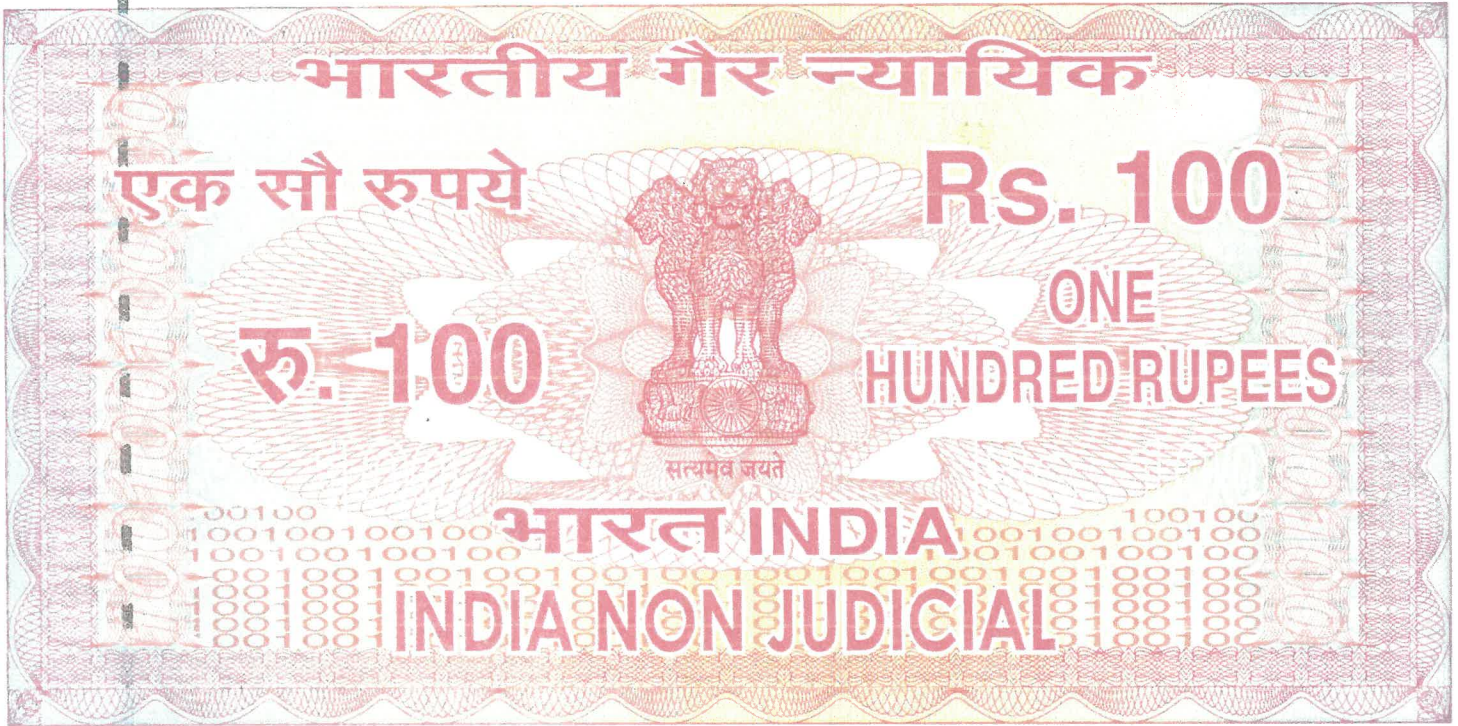
EXECUTED ON 10TH MARCH, 2025

BY AND BETWEEN

**GOA UNIVERSITY
TALEIGAO PLATEAU, GOA**

AND

**AGRILIFE INDIA PRIVATE LIMITED (SOM PHYTOPHARMA (INDIA)
SOM PHYTOPHARMA (INDIA) LIMITED, 154/A5, SVCIE, IDA BOLLARAM,
SANGAREDDY DIST. (HYDERABAD) TELANGANA STATE**



गोवा GOA

B 803970

Date. 6/3/25 Sr. No. 3624 Value Rs. 100/-

Name of Purchaser. Registrar Goa University

Resident of.....

Place of Vendor Panaji

Licence No. AC/STP/VEN/01/2020/32

rp/h

Sign of Purchase

MICROBIAL CULTURE MATERIAL TRANSFER AGREEMENT

This Microbial Culture Material Transfer Agreement (the "Agreement") is made at the Goa University, Taleigao Plateau, 403206, Goa, as of the 10th of March 2025 (the "Effective Date"), by and between:

[Signature] *[Signature]*

BETWEEN

GOA UNIVERSITY, a University established by the Goa University Act, 1984, represented herein by its Registrar, Prof. S. N. Dhuri, major aged 47 years, Indian National, having its office at Goa University, Taleigao Plateau, Goa hereinafter referred to as the "University," the "Service Provider (which expression include its executors, legal representatives, administrators, and assigns) of the ONE PART.

AND

AgriLife India Private Limited (SOM Phytopharma (India)), represented by its Managing Director, Dr. Venkatesh Devanur, major aged 68 years Indian National, having its official address at Som Phytopharma (India) Limited, 154/A5, SVCIE, IDA Bollaram, Sangareddy Dist. (Hyderabad) Telangana State, hereinafter referred to as the "the "Client" (which expression include its executors, legal representatives, administrators, and assigns) of the OTHER PART.

WHEREAS:

1. The Service Provider, Goa University, through its Mycorrhiza Lab, Botany Discipline School of Biological Sciences and Biotechnology, has developed a proprietary technology for *in-vitro* production of mycorrhizal fungi and offers related services.
2. The Client is a Pharma company involved in developing biofertilizers and biopesticides, seeks to obtain for consideration *in-vitro* cultures of *Acaulospora* spp., and transformed carrot hairy roots (collectively, "Biological Material") for further development and internal use.

NOW, THEREFORE, the Parties hereby agree as follows:

1. SCOPE OF SERVICES

1.1. The material fungi produced is the property of the University and is to be used by the Client solely for further development and for internal use at the Client's Industrial facilities only. The University shall provide the "Biological Material" exclusively for the Client's internal use. The Client agrees not to sell or transfer the cultures to third parties but may sell products developed using the "Biological Material" without the prior written consent of the University.

1.2. The University retains all rights to the Proprietary Technology and any improvements or modifications.



2. CLIENT'S RESPONSIBILITIES

2.1. The Client will not modify the "Biological Material" without the Service Provider's written consent and will maintain the culture. The "Biological Material" will be supplied only once (8-10 units) and must be collected in person.

2.2 The Client agrees to use the Material Fungi in compliance with all applicable statutes and regulations.

3. EFFECT AND TERMINATION

3.1. The Agreement shall be effective from the date of its signing by both Parties. The Agreement shall be valid until the supply of the 8-10 units of the Material Fungi is delivered to the Client or his representative. The provisions related to Intellectual Property, Invention, confidentiality, Liability, and absence of warranty herein shall survive termination.

4. PAYMENT TERMS

4.1. In consideration of the development of a Material Culture, the Client will pay the University INR 1,39,000/- as 100% advance to be paid by NEFT/RTGS in the following account:

Name of the Account Holder: The Registrar, Goa University.

Bank Name: State Bank of India

Telephone Number/FAX/Email: Tel: 8669609011; Fax: 8669609289; Email: fo@unigoa.ac.in

Branch Name and address: State Bank of India, Goa University Campus, Taleigao Plateau, Goa 403 206.

IFSC Code: SBININ0004311

Swift Code: SBININBB366

Type of Account: Saving Bank Account

Account Number: 10664493609

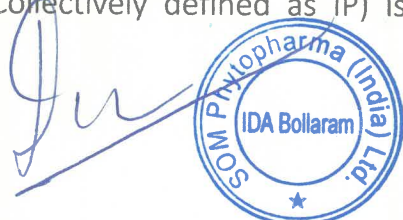
MICR Code of Bank: 403002053

5. LIABILITY

5.1. The Client assumes all liability for damages that may arise from the use, storage, or disposal of the Material Fungi. University shall not be liable to Client for any loss, claim, or demand made by the Client or made against the Client by any other party due to or arising from the use of the Material Fungi by the Client.

6. INTELLECTUAL PROPERTY RIGHT

6.1. No right of any kind whatsoever in any Invention, Copyright, Trade Secret, or any other form of Intellectual Property (Collectively defined as IP) is granted or transferred under this Agreement.



6.2 If the research involving the Material Fungi results in an invention or a Modification that may be commercially useful, the Client agrees to promptly disclose the invention or Modification to the University and disclose the University's role as a supplier of the Material Fungi used in creating the invention or Modification. For purposes of this Agreement, an "INVENTION" is any invention or discovery, whether patentable or non-patentable, that is conceived or reduced to practice through the use of Material Fungi. The inventorship of INVENTIONS will be determined in accordance with the extent of contribution.

7. CONFIDENTIALITY

7.1. The Client agrees not to disclose any confidential information provided by the Service Provider.

7.2. The Client shall not transfer the "Biological Material" to any third party, whereas products developed from the Biological source can be sold.

8. SETTLEMENT OF DISPUTE

Normally it is expected that no dispute will arise in the assignment. Should any dispute arise, the same shall be amicably settled by the Dispute Resolution Committee constituted by both the parties to this Agreement. The Dispute Resolution Committee shall consist of senior representatives of the GU who shall be nominated by the Vice-Chancellor of the GU and Managing Director of AgriLife India Private Limited. The decision of the Dispute Resolution Committee shall be final and binding on both parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

()

Prof. S. N. Dhuri

Registrar,
Goa University, Head of the Institution,
Service Provider **REGISTRAR**
Goa University
Taleigao Plateau-Goa.



()

Dr. Venkatesh Devanur

Managing Director,
SOM Phytopharma (I) Ltd
Client



Witness 1:



Dr. Bernard F. Rodrigues,
Senior Professor, Botany Discipline.



Witness 2:

Dr. Gona Babul Reddy,
Manager, Mycorrhiza Department.