

महाराष्ट्र MAHARASHTRA

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१६/३/०५ ... महाराष्ट्र हायब्रीड सीड्स कंपनी लि. ...

*Durak*

*R. R. R. R. R.*  
१६/३/०५

Stamp Head Clerk  
Treasury Office  
JALNA

16 MAR 2005

**MATERIAL TRANSFER AGREEMENT**

THIS MATERIAL TRANSFER AGREEMENT (hereinafter "Agreement") made and entered into this twentieth day of March, 2005, (the "Effective Date"), by and between:

**MAHARASHTRA HYBRID SEEDS COMPANY LIMITED**, a company duly incorporated under the Companies Act, 1956, having its registered office at Resham Bhavan, 4<sup>th</sup> Floor, 78 Veer Nariman Road, Mumbai - 400 020 and its main Research Centre on the Jalna - Aurangabad Highway, at Village Dawaiwadi, Tq. Badnapur, Dist. Jalna (hereinafter referred to as "MHSC"), and

**TAMIL NADU AGRICULTURAL UNIVERSITY**, having their address at Coimbatore - 641 003, Tamil Nadu, India, (hereinafter referred to as "TNAU").

*\* 16/3/05*

## WHEREAS:

- a) MHSCL is an Indian company engaged in the research and development of seeds of various crops, including vegetables, and the transfer of technology, which is the subject of this Agreement,
- b) TNAU, a leading agro technology provider of India with focus on agricultural extension, education, product development and commercialisation, known for release of high quality varieties of agricultural crops, including eggplant, over the last several years, is one of the leading developers of eggplant varieties popularly known as "CO" varieties in Southern India;
- c) MHSCL has certain rights relating to the use of the B.t. gene;
- d) The parties to this Agreement perceive a common objective in development and delivery of pro-poor varieties of insect tolerant B.t. eggplant, with a view to facilitate technology access to resource-constrained farmers, and TNAU have therefore approached MHSCL, in light of their expertise and research and development facilities, for development of pro-poor varieties of eggplant (*Solanum melongena*) that are insect tolerant, and MHSCL has received the request positively and has agreed to provide access to the technology;
- e) TNAU has supplied to MHSCL, eggplant germplasm developed by, owned, controlled and/or licensed-in by TNAU, hereinafter "TNAU Material" and listed particularly in Annexure No. 1 hereto;
- f) MHSCL has made the initial cross from its proprietary insect tolerant eggplant lines into TNAU Material in a laboratory setting at its facilities, and has tested the resultant progeny (hereinafter "Products" and listed particularly in Annexure No. 2 hereto) for presence of the B.t. gene;
- g) MHSCL, on the request of TNAU, is willing to make available to TNAU such Products for the aforesaid purpose, subject to the following terms and conditions;

**NOW THEREFORE**, it is mutually agreed as follows:

1. The term "B.t. Gene" when used in this agreement shall mean the DNA molecule encoding a B.t. Protein which, upon incorporation into the genome of an eggplant plant, confers tolerance to certain insects in the resulting transgenic plant and progeny thereof, and shall mean specifically the B.t. Gene contained in the transgenic event denominated EE-1 and identifiable as a *CryIAc* gene with specific flanking genomic sequences.
2. The term "Territory" when used in this agreement shall mean the area of operation of TNAU in the Republic of India.
3. MHSCL shall provide (or cause to be provided) to TNAU, finished or semi-finished Products, as listed in Annexure No. 2, for use in TNAU's eggplant seed production and distribution functions. TNAU shall then conduct activities directed towards further development of the Products to make it suitable for use in the Territory and / or for subsequent distribution to farmers, as hereinafter provided.
4. MHSCL, through its duly authorised representative, shall use its best effort to transfer the Products to TNAU, or its duly authorised representative, as soon as possible from the date of execution of this Agreement.
5. It is expressly understood by TNAU that the Products are provided solely for the purpose of distribution at cost. TNAU may only further develop Products in its breeding program for suitability for planting in the Territory. All other activities are prohibited, including but not limited to, backcrossing the B.t. Gene into any other eggplant germplasm or public bred germplasm or third party germplasm other than TNAU Material. TNAU shall not introduce into Products any gene that does not

naturally occur in eggplant, and any breeding activity whatsoever with the Products, except as provided for herein.

6. It is also further expressly understood by TNAU, that under no circumstances shall the Products be used as parental lines for the purposes of production of hybrids.

7. This Agreement shall remain in force unless terminated by a prior written notice of 120 days by either of the parties hereto.

8. Implementation of this Agreement, in particular the modalities of delivery of the Products to farmers and effects of termination, shall be by further agreement between the parties hereto from time-to-time.

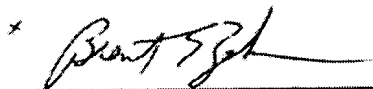
9. Any legal action arising out of this Agreement, shall be finally resolved by the courts in India and in accordance with Indian Law. This Agreement shall be interpreted and construed in accordance with the laws of the Republic of India.

10. Each party respectively, shall hold the TNAU Material, B.t. Gene, Products and all other information of the other party disclosed during the term of, and as a result of, this Agreement, in strict confidence, during the term of this Agreement and for a period of ten years after the termination of this Agreement. Nothing contained herein will in any way restrict or impair the right of either party to use, disclose, or otherwise deal with any information or data which it can document (a) that the receiving party can prove by written records was previously known to it, (b) that is now, or becomes in the future, public knowledge other than through acts or omissions of the receiving party, (c) that is lawfully obtained without restrictions by the receiving party from sources independent of the disclosing party and can be proven by written record, or, (d) that confidential treatment of which was waived in writing.

11. This Agreement sets forth the entire understanding between the parties and cannot be changed or amended except by written Agreement executed by the parties.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their respective duly authorised representatives on the day and year first hereinabove written.

**Maharashtra Hybrid Seeds  
Company Limited.**



Name: Brent Zehr  
Title: Director of Research

**Tamil Nadu Agricultural  
University**

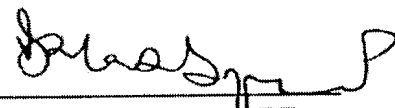


Name: Dr. C. Ramaswamy  
Title: Vice Chancellor

Witnesses:



Name: MADHAVI B. CHAR



Name: (P. BALASUBRAMANIAN)

ANNEXURE NO. 1

TNAU Material, as received from TNAU – Recital (e)

<u>Sr. No.</u>	<u>Variety</u>
1	MDU I
2	PLR - 1
3	KKM - 1
4	CO 2

+ 108 03

**ANNEXURE NO. 2**

**List of Products supplied to TNAU under this Agreement – Section 3.**

<u>Sr. No.</u>	<u>Variety</u>
1	MDU I x EE-1 (B.t.)
2	PLR – 1 x EE-1 (B.t.)
3	KKM – 1 x EE-1 (B.t.)
4	CO 2 x EE-1 (B.t.)

The above lines have all been tested for the presence of the B.t. Gene

x *ASB* *Ch*