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Purchased by : AGRINNOVATE INDIA LIMITED
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
 (Zero)
First Party : AGRINNOVATE INDIA LIMITED
Second Party : Not Applicable
Stamp Duty Paid By : AGRINNOVATE INDIA LIMITED
Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Please write or type below this line

TECHNOLOGY LICENSE AGREEMENT FOR A LIVE ATTENUATED VERO CELL-BASED GOATPOX VACCINE FOR PROTECTION AGAINST GOATPOX

This **Technology License Agreement** (hereinafter referred to as the "Agreement") is entered into on this 20th day of January, 2023 by and

AMONG:

ICAR-Indian Veterinary Research Institute (IVRI) is an Institute under 'The Indian Council of Agricultural Research' (hereinafter referred to as ICAR), registered under the Societies Registration Act, 1860 having its

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Institute of Veterinary Biological Products (Govt. of Maharashtra)

DIRECTOR



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ICAR-Indian Veterinary Research Institute
Izatnagar-243 122 (U.P.) India

registered office at Rajendra Prasad Road, Krishi Bhawan, New Delhi — 110001, being the Licensor of the technology and provider of Technical Information and Assistance as contemplated in this Agreement, hereinafter referred to as "**LICENSOR**" or the "**Party of the FIRST PART**".

AND

Institute of Veterinary Biological Products, is an organization under the Department of Animal Husbandry, Govt. of Maharashtra, India bearing GST Number 27PNEAO0577D1DF and TAN no. PNEAO0577D and having its registered office at Near Bremen's Square, Ganesh khind Road, Aundh, Pune, Maharashtra - 411007, India represented through its authorized signatory Mr. Sachindra Pratap Singh, Commissioner (Animal Husbandry), Maharashtra, being the licensee of the technology and receiver of Technical Information and Assistance contemplated in this Agreement, hereinafter referred as the "**LICENSEE**" or the "**Party of the SECOND PART**".

AND

Agrinnovate India Ltd. (Agin), a company incorporated under the provisions of the (Indian) Companies Act, 1956, bearing Corporate Identification Number (CIN) U01400DL2011GOI226486 authorized by ICAR to facilitate the technology transfer and to further monitor the process towards commercialization, having its registered office at G-2, A Block, NASC Complex, DPS Marg, Pusa Road, New Delhi-110012, India hereinafter referred as the "**FACILITATOR**" or the "**Party of the THIRD PART**".

(The Party of the **FIRST PART**, the Party of the **SECOND PART** and the Party of the **THIRD PART** are hereinafter collectively referred to as the "**Parties**" and any of the same individually as "**Party**").

PREAMBLE

A. **WHEREAS** ICAR-Indian Veterinary Research Institute (Deemed to be University), Izatnagar (UP) is one of the oldest premier national institutions in veterinary and animal sciences in the world. The Institute is well acknowledged for its pro-rata contributions to the livestock sector development, education and services in the country. The Institute through its significant contributions has created a niche for itself in Research & Development on immune-biologicals, technology generation, and transfer, as a citadel of higher learning in veterinary sciences and a quality service provider through extension, consultancies and other services.

B. **AND WHEREAS** the party of the FIRST PART has developed the technology entitled "A live attenuated vero cell-based goatpox vaccine for protection against goatpox". It will be used in the goat population for preventive immunization against goatpox, a severe viral infection in

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goats. The vaccine has potential application for control of goatpox in the endemic or affected regions, which include not only India but other regions including Southwest, Middle East, and Central Asia, and Northern and Central African nations. Widespread use of this vaccine is expected to significantly bring down the incidence of the disease contributing to enhanced small ruminant productivity. The vaccine is covered by a patent (Patent No. 328095) with the approval of the NBA (National Biodiversity Authority) for use of virus strain in the vaccine.

- C. **AND WHEREAS** the Party of the FIRST PART has signed a Technology disclosure form dated 02/01/2020 in favor of the Party of the THIRD PART disclosing the true content of the technology and further to authorize the Party of the THIRD PART to carry out the commercialization.
- D. **AND WHEREAS** the Institute of Veterinary Biological Products (IVBP) actively caters to the Bacterial and Viral vaccine demand of the State Animal Husbandry Department. IVBP has the plan to supply to farmers of Maharashtra State through government Veterinary Dispensaries.
- E. **AND WHEREAS**, the Party of the FIRST PART has agreed to grant and the Party of the **SECOND PART** has agreed to accept the Technology License and the Technical Information as per the terms and conditions contained in this Agreement.
- F. Schedule-I and Schedule-II will be shared with the Party of the SECOND PART by the Party of the FIRST PART and/or the Party of the THIRD PART within 90 days after the signing of this agreement.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, all the Parties hereby agree as follows

ARTICLE 1: DEFINITIONS

In this Agreement, each of the following terms shall have the following meanings, unless otherwise required by context:

- 1.1. **"Technology"** means the technology for "A Live Attenuated Vero Cell-Based Goatpox Vaccine for Protection Against Goatpox";
- 1.2. **"Licensed Product/Article"** means a product that uses or is produced using the Technology; made or manufactured by use, exercise, and/or practice of the PROCESS (described in Schedule-I here too)/Know-How, wholly or partially, with the intent to sell and vend such



article/substance/product commercially, and shall include any other article, substance or product which has as its component or part thereof the article made or manufactured by use/exercise of the KNOW-HOW or which is an intermediate or derivative article, substance or product as well as modifications, developments, or improvements of any of them;

- 1.3. **"Effective Date"** shall mean the date of signing of this Agreement by the Party of the FIRST PART and the Party of the SECOND PART;
- 1.4. **"Improvements"** shall mean all refinements, developments, and alterations of and in the Technology /Knowhow and/or Process and/or the Product capable of improving the technical, economic, and/or other characteristic(s) of any of them and "development" shall also be construed accordingly;
- 1.5. **"Process(es)"** shall mean the technology, technical/know-how, technical knowledge, information, data, and documents relating to production, application, and validation trials of the Technology hereinafter defined;
- 1.6. **"Intellectual Property Rights"** shall mean all forms of intellectual property (whether registered or not and including all applications for the same) and shall include trade secrets, and any legally protectable product or process of the human intellect registrable as trademarks, copyrights, patents, designs or otherwise such as an expression or literary creation, rights in names, characters and artwork, process, and presentation;
- 1.7. **"Technical Assistance"** shall have the meaning assigned to it in Article 3;
- 1.8. **"License Fee"** shall have the meaning assigned to it in Article 2.2;
- 1.9. **"Technical Information"** shall mean and include the valuable and proprietary technical information, intellectual property, know-how and/or the license rights relating to the technology as set out in Annexure/Exhibit of this Agreement;
- 1.10. **"Term"** shall mean the duration of this Agreement commencing from the Effective Date until terminated as per Article 7;
- 1.11. **"Territory"** shall mean the territory of India;
- 1.12. **"Person"** shall mean any natural person, firm, company, governmental authority, joint venture, partnership, association of persons or other entity (whether or not having a separate legal personality);

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- 1.13. **"Terms of Trade"** shall mean the short outline of the key terms and conditions for the material transfer derived from Standard Terms in plain, non-legal language agreed by all Parties;
- 1.14. **"Standard Terms"** shall mean the document which outlines background of the technology, technology details, licensing terms like licensing fee, duration, handholding requirement, nature of license, compliance required, licensing territory, Material to be transferred etc.;
- 1.15. **"Net Invoice value"** shall mean Gross Invoice - Taxes - other charges, if any;
- 1.16. **"Plant"** shall mean a factory, facility, works, or premises set up in India and used for any of the purposes of this License and of suitable capacity for the manufacture of Product;
- 1.17. **"NBA"** means National Biodiversity Authority.

ARTICLE 2: GRANT OF LICENSE

- 2.1. In consideration of the Party of the SECOND PART paying the License Fee as per Article 2.2 of this Agreement, the Party of the FIRST PART hereby grants to the Party of the SECOND PART and the Party of the SECOND PART accepts, subject to the terms and conditions set forth in this Agreement, the **non-exclusive, non-transferable, and non-sublicensable** license to use the Technology and the Technical Information during the Term of this Agreement for the purposes of manufacturing, sale and supply of Products in the Territory.
- 2.2. The LICENSEE shall pay the FACILITATOR a Technology License and Technical Assistance fee of INR 25,00,000 (Indian Rupees Twenty-Five lakhs only) plus GST in three installments as applicable for the use of the Technology (A Live Attenuated Vero Cell-Based Goatpox Vaccine for Protection Against Goatpox) during the Term of the Agreement. The first installment of INR 12,50,000 plus applicable GST at the time of signing the agreement, the second installment of INR 6,25,000 plus applicable GST at the time of training and know-how transfer, and the third installment of INR 6,25,000 plus applicable GST as applicable at the time of production of 3 successful batches.
- 2.3. The royalty of 5% on net invoice value plus applicable taxes shall be paid by the Party of the SECOND PART to the Party of the THIRD PART during the term of this agreement on a yearly basis at the end of the financial year as per Terms of Trade. The royalty should be paid within 30 days of it becoming due. The Party of the SECOND PART shall submit the sales figures, annual statement, financial statement etc. to the Party of the THIRD PART on a yearly basis, and ensure checking of record, on-site production periodically which the Party of the THIRD PART will

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communicate to the Party of the FIRST PART also. The Royalty payments shall commence when the Party of the SECOND PART starts commercial sales.

- 2.4. In the event of default in payment of royalty in the manner agreed above, interest @ 18% per annum on the royalty due shall be charged for the first six months. If default persists for more than six months, interest at 18% will be charged on the accrued interest also from the due dates of payments till realization/recovery of such amounts from the Party of the SECOND PART. The interest as stated here shall be adjusted first against payment received from the Party of the SECOND PART and the residual amount shall then be adjusted against the royalties due.
- 2.5. The Party of the SECOND PART shall not sub-license, disclose, part with or dispose of, whether by sale, transfer, gift, or other disposition, the Technical Information or Improvements made by the Party of the SECOND PART or any part thereof to any third party except with the prior written consent of the Party of the FIRST PART.
- 2.6. No right or license is granted by the Party of the FIRST PART to the Party of the SECOND PART by this Agreement, except as expressly set out in this Article 2.
- 2.7. The Party of the SECOND PART undertakes, during the Term of this Agreement, not to exploit the Licensed Technical Information in the Territory other than for the manufacture and sale of Products. The exploitation of the Licensed Technical Information after the Term is not allowed.
- 2.8. Demand for extra seed culture or challenge strain shall be accepted only after getting proper justifications and on a payment basis as per the cost fixed by the cost-fixation committee of the Party of the FIRST PART.
- 2.9. The Party of the SECOND PART shall at its own cost affix a label or inscribe, in a conspicuous manner on the product and upon the container/packaging containing the product or its components and spares (whichever applicable), the legend "**technology/know-how developed at ICAR-IVRI**". Similarly, every advertisement, publicity material etc., in respect of the product shall have/include the same legend in bold letters as aforesaid, in a conspicuous manner.
- 2.10. In the event the Party of the SECOND PART is unable to commercialize the Product within two years from the Effective Date, the Party of the FIRST PART shall be free to revoke the license granted under Article 2 and the Party of the SECOND PART shall have no right to recover the Technology License and Technical Assistance fee paid under clause 2.2.



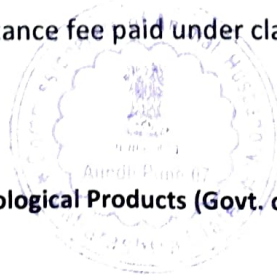
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- 2.11. Pursuant to clause 2.10 above, in the event the Party of the SECOND PART is unable to commercialize the Product within the stipulated period, due to unavoidable circumstances and causes beyond the control of the Party of the SECOND PART, the Party of the SECOND PART shall make a request in writing for extension of the time limit before the expiry of the date giving detailed reasons. This request will be carefully examined and considered on merit by the Party of the FIRST PART.
- 2.12. The Party of the SECOND PART agrees to market the Product using the technology after three consecutive batches manufactured by the Party of the SECOND PART at its approved manufacturing premises meet all the quality control requirements in terms of evaluation parameters as specified in the Technology/know-how document, including modification in quality control tests that may be necessary after the field trials have been completed.

ARTICLE 3: TECHNICAL ASSISTANCE

- 3.1. The Party of the FIRST PART agrees to provide the Party of the SECOND PART with Technical Assistance and all know-how of the Technology owned by the Party of the FIRST PART that is reasonably required for the transmission of the Technology in accordance with the conditions specified in this Article 3. The Technical Assistance means and is deemed to include all of the following:

- a) Technical Information of the Technology with details on all materials used, the specifications for each material, required control procedures, and the technology know-how / intellectual property pertaining to the technology shall be provided to the Party of the SECOND PART by the Party of the FIRST PART within 90 days from the EFFECTIVE DATE. The Party of the SECOND PART shall, in token of his being satisfied with the process, sign a certificate after a successful demonstration of the process at the premises of the Party of the FIRST PART.
- b) Training: Up to 3 Persons nominated by the Party of the SECOND PART shall be trained for the period up to 10 days. The cost of training to be imparted by the Party of the FIRST PART is included in the license fee. The entire expenses of their travel; boarding/lodging shall be borne by the Party of the SECOND PART.
- c) All statutory/necessary requirements related to registration of the product, production, testing, marketing & sales, transportation, the performance of the product, and storage along with quality control (at all levels) including NBA approval will be fulfilled by the Party

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of the SECOND PART. The Party of the SECOND PART shall obtain and maintain the necessary approvals, permissions, and sanctions from the appropriate authorities before it starts commercial production, testing, and sales of the products including the approvals under the Biological Diversity Act, 2002, etc.

d) In case of the Performance Issue of the product, the Party of the SECOND PART can approach the Party of the FIRST PART / Party of the THIRD PART for solving it. Although the Party of the FIRST PART and the Party of the THIRD PART shall not be responsible for the performance of the product in the market and with end users and only the Party of the SECOND PART will be solely responsible for such performance.

3.2. The Party of the SECOND PART shall permit a duly authorized representative of the Party of the FIRST PART and the Party of the THIRD PART, upon reasonable notice, to inspect the premises of the Party of the SECOND PART from time to time to ascertain that the provisions of this agreement are being complied with by the Party of the SECOND PART.

3.3. Except for wilful misconduct by the Party of the FIRST PART and the Party of the THIRD PART, its employees, and its agents, the Party of the SECOND PART agrees to hold harmless and indemnify the Party of the FIRST PART and the Party of the THIRD PART, its employees, and its agents from all product liability claims arising from the manufacture, use, or sale of the Licensed Products made by the Party of the SECOND PART.

3.4. The Party of the FIRST PART agrees that, upon the written request from the Party of the SECOND PART, it shall organise one or more visits by one or more scientists/technicians well versed in the technology to provide assistance and guidance, if required, till the commencement of the trial production. The entire expenses of the travel by air or other logistics, boarding/lodging of the scientists/technicians shall be borne by the Party of the SECOND PART. In addition to this, the per diem charges shall be payable by the Party of the SECOND PART to the visiting scientist and technician to the premises of the Party of the SECOND PART as per ICAR guidelines.

3.5. The Technology is being Licensed on "as is where is" basis. Any further refinement or improvement made on the Technology licensed as per ARTICLE 1.1 by the Party of the FIRST PART, shall not be covered under this Agreement.

3.6. All the employees of the parties of the FIRST and THIRD PART shall act merely in an advisory capacity and neither the Party of the FIRST PART nor the Party of the THIRD PART nor such employees shall be liable in any manner for any loss, damage or injury, including but not limited

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to, any consequential loss, pecuniary loss and loss of profits suffered by the Party of the SECOND PART or anyone claiming through the Party of the SECOND PART.

ARTICLE 4: CONFIDENTIALITY

- 4.1. Subject to Article 6.2, during the Term of this Agreement and thereafter, the Party of the SECOND PART shall keep and shall ensure that its employees shall keep secret and confidential and not disclose or communicate or permit to be communicated or disclosed any part of the Technical Information and Improvements and any other information (whether or not technical) of a confidential nature, obtained from the Party of the FIRST PART under this Agreement to any person and also shall safeguard the Technical Information and Improvements to prevent disclosure and maintain its confidentiality.
- 4.2. The Party of the SECOND PART may disseminate, in whole or in part, the Confidential Information to a limited number of its employees to the extent necessary for such employees for the sole purpose of manufacturing, and sale of the Products in the Territory. The Party of the SECOND PART, however, shall take adequate precautions to ensure the prevention of dissemination of the Technology know-how except as provided in the agreement. The Party of the SECOND PART shall execute a non-disclosure agreement with such employees.
- 4.3. The provisions of this Article shall survive the termination and expiration of this Agreement.
- 4.4. The Party of the SECOND PART shall not assign, transfer, encumber, mortgage, charge, or sub-license or part with possession of, the KNOW-HOW and/or PROCESS, wholly or partially, without the prior written consent of the Party of the FIRST PART.

ARTICLE 5: OWNERSHIP OF TECHNICAL INFORMATION

- 5.1. Notwithstanding anything to the contrary contained in this Agreement or elsewhere, the Party of the FIRST PART shall continue to have full rights of ownership with respect to the Technology, the associated Technical Information, Technical Know-how provided to the Party of the SECOND PART under this Agreement. This Agreement provides the Party of the SECOND PART with only a **non-exclusive, non-transferable, and non-sublicensable** right to use the Technology, Technical Information and Technical Know-how during the Term of this Agreement. The Party of the SECOND PART agrees not to assert any rights of ownership on the Technical Information and Improvements whether, by way of obtaining Intellectual Property Rights registration in or outside India or otherwise with respect to such Technical Information and Improvements.

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- 5.2. In the event of any claims being raised or action being taken against the Party of the SECOND PART or its Directors by any party for breach of Intellectual Property Rights in relation to the Technology, including but not limited to ownership or title of such property in the Technical Information and Improvements of such Party, the Party of the SECOND PART shall immediately intimate the Party of the FIRST PART and the Party of the THIRD PART about the claim.
- 5.3. The Party of the SECOND PART shall also promptly notify parties to this agreement, if it becomes aware of any unauthorized use of the Technology, Technical Information, and Improvements by any other Party.

ARTICLE 6: IMPROVEMENTS

- 6.1. In the event the Party of the FIRST PART makes any Improvement, it may, at its sole discretion, make those Improvements available to the Party of the SECOND PART. In all such cases, a separate Agreement shall be signed to License the Improvements at an additional cost along with applicable taxes that may be prescribed by the Party of the THIRD PART in consultation with the Party of the FIRST PART.
- 6.2. If the Party of the SECOND PART desires to effect any improvements to the Technology and /or Technical Information on its own initiative, the Party of the SECOND PART shall submit to the Party of the FIRST PART a written request for approval together with the particulars of the modification proposed. The Party of the FIRST PART in consultation with the Party of the THIRD PART may approve such Improvements suggested by the Party of the SECOND PART.
- 6.3. Ownership rights in any Improvements made by the Party of the SECOND PART directly or indirectly in the Technology shall belong to both the Party of the FIRST PART and the Party of the SECOND PART.

ARTICLE 7: TERM AND TERMINATION

- 7.1. This Agreement shall become effective on the date of signing and shall remain valid for a period of **15 years**. The Parties may renew the license for additional period(s) after the expiry of the original duration on mutually agreed terms and conditions. The renewed period and the associated terms so agreed shall be confirmed in written by a formal letter accepted by all the parties which shall become annexed to this Agreement. If there is no relicensing, the MoU will automatically become ineffective after the expiry of the Term.

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7.2. The Parties shall be entitled to terminate this Agreement forthwith, by giving a notice in writing, upon the happening of any one or more of the following events:

- (i) A material breach of any of the provisions of this Agreement by any of the PARTIES and if the defaulting Party fails to remedy the breach to the satisfaction of the non-defaulting Party, within 30 (thirty) days from the date of being notified thereof; or
- (ii) The Party of the SECOND PART goes into liquidation or passes a resolution for voluntary winding-up or a receiver or provisional liquidator is appointed in respect of any of the property of the Party of the SECOND PART or a petition for winding-up of the Party of the SECOND PART is admitted by a competent court; or
- (iii) There is a change in the ownership or control of the Party of the SECOND PART without prior approval of the Party of the FIRST PART and the Party of the THIRD PART.

7.3. In the event of expiry or termination of this Agreement for any reason whatsoever, and subject to any express provisions set out elsewhere in this Agreement:

- a) all outstanding sums payable by the Party of the SECOND PART to the Party of the FIRST PART / Party of the THIRD PART shall immediately become due and payable;
- b) all Royalty payments arising from sales of the Licensed Product in the ongoing annual period of this Agreement shall be payable by the Party of the SECOND PART to the Party of the THIRD PART within 30 days of the expiry or termination of this Agreement and the Party of the SECOND PART will permit the Party of the THIRD PART access to its premises, and sales invoices and other records necessary for the reconciliation of this Royalty payment with the financial records.;
- c) all rights and licenses granted to the Party of the SECOND PART by the Party of the FIRST PART shall cease;
- d) the Party of the SECOND PART shall cease all exploitation of the Technology, Technical Information, and any other know-how provided by the Party of the FIRST PART to the Party of the SECOND PART;
- e) the Party of the SECOND PART shall promptly return to the Party of the FIRST PART physical copies of all technical, promotional, and biological/seed material, in its possession relating to the Products and the Technical Information, and all copies of such material and shall destroy all electronic copies of such aforementioned material; the

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Party of the FIRST PART and the Party of the THIRD PART reserve the right to dispatch authorized personnel to the premises of the Party of the SECOND PART to ensure the return and destruction of such aforementioned material;

- f) the Party of the SECOND PART shall have the right to dispose of all stocks of the products in its possession and all products in the course of manufacture at the date of termination with the intimation to the Party of the FIRST PART and the Party of the THIRD PART.

7.4. The rights and obligations of the Parties under this Agreement, which either expressly or by their nature survive the termination or expiry of this Agreement, shall not be extinguished by the termination of this Agreement.

7.5. Notwithstanding anything to the contrary contained in this Agreement or elsewhere, after the termination of this Agreement, the Party of the SECOND PART shall have no right whatsoever to use the Technology, seed material, Technical Information and Improvements.

7.6. Any process modification or improvement or value addition to the Licensed Technology by the Party of the SECOND PART will not be allowed in any case without the prior written approval of ICAR-IVRI and there is no buyback arrangement envisaged in the terms and conditions.

ARTICLE 8: ASSIGNMENT

The Party of the SECOND PART hereto shall not assign, sub-license, or transfer to any third party all or any part of this Agreement or any of its rights or obligations under this Agreement.

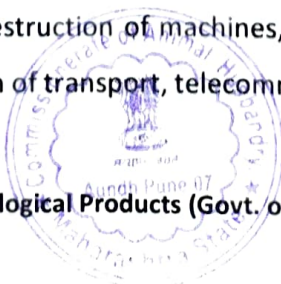
ARTICLE 9: FORCE MAJEURE

9.1. No Party shall be liable to the other Party if, and to the extent, that the performance or delay in performance of any of its obligations under this Agreement is prevented, restricted, delayed or interfered with due to circumstances beyond the reasonable control of such Party and which are unforeseen, unavoidable or insurmountable, including, but not limited to, Government legislation, fires, natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought or contagious disease, epidemics, act of terrorism, wars and riots, and Government acts, explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current, not

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arising out of any act or omission of the Parties. The Party claiming an event of force majeure shall promptly notify the other Party in writing, provide full particulars of the cause or event and the date of first occurrence thereof as soon as possible after the event and also keep the other Party informed of any further developments. The Party so affected shall use its best efforts to remove the cause of non-performance, and the Parties shall resume performance hereunder with the utmost dispatch when the such cause is removed.

- 9.2. Notwithstanding, anything contained in Clause 9.1, the Party of the SECOND PART shall make all payments that is due and payable under this Agreement to the Party of the FIRST PART / the Party of the THIRD PART without claiming any exemptions.

ARTICLE 10: MODIFICATION

This Agreement shall not be modified or amended in any manner whatsoever except by a document in writing duly signed by authorized representatives of each Party and approved by the Board of Directors of the Party of the THIRD PART.

ARTICLE 11: SEVERABILITY

- 11.1. If any provision of this Agreement contravenes applicable law or regulations, all the Parties agree to modify this Agreement to avoid any such contravention and to allow the intended performance of this Agreement by the Parties hereto.
- 11.2. The provision of this Agreement shall be deemed severable, and if any portion shall be held invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon all the Parties.

ARTICLE 12: WAIVER

The failure of either Party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or waiver of any subsequent breach.

ARTICLE 13: NOTICE

Any notice, request, demand, direction and other communication provided in this Agreement shall be made in writing in the English language and shall be sent by email, registered mail, telefax, express courier or delivered in person and shall be directed by the Party of the FIRST PART and the Party of the SECOND PART to the Party of the THIRD PART at its respective address as mentioned below. Either

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Party may by written notice to the Party of the THIRD PART, change the address to which requests or notices shall be directed.

In the case of notices to the Party of the FIRST PART:

Address ICAR-Indian Veterinary Research Institute (IVRI), Izatnagar, Bareilly, Uttar Pradesh-243122, India

Attn Director

E-mail directorivri@gmail.com

Fax +91-581-2303284

In the case of notices to the Party of the SECOND PART:

Address Institute of Veterinary Biological Products, Near Bremen's Square, Ganesh khind Road, Aundh, Pune, Maharashtra - 411007, India

Attn Commissioner (Animal Husbandry)

E-mail ivbp.pune@gmail.com

Phone no. +91- 94238 61866; +91- 96578 63750

In the case of notices to the Party of the THIRD PART:

Address Agrinnovate India Limited, G-2, "A" Block, NASC Complex, DPS Marg, New Delhi, 110012, India

Attn Chief Executive Officer

E-mail ceo@agrinnovate.co.in

Fax +91-11-25842124

Notices shall be deemed to have been given:

- (1) Upon receipt or refusal of receipt in the case of those sent by express courier, registered mail or personal delivery; and

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- (2) Twenty-four (24) hours after completion of proper transmission in the case of telefax/ email communications.

ARTICLE 14: SAVING PROVISIONS

Notwithstanding anything herein contained, the Party of the FIRST PART shall always have the right to disclose and provide to the Central Government or its authorised representative, agency, or undertaking the Technology and/or the relative process, to use and practice the same for the purpose of experimentation and/or further research or development thereof, with the right to sell and vend the Product in such manner as the Central Government may, in its judgement decide, for "Government Purposes" or otherwise in the public interest. The rights of the Developer hereunder are cumulative and not mutually exclusive.

ARTICLE 15: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, expressed or implied, between the Parties.

ARTICLE 16: GOVERNING LAW

This Agreement shall be governed by and construed under the existing laws of India.

ARTICLE 17: DISPUTE RESOLUTION AND ARBITRATION

17.1. If any difference, dispute, controversy or claim (a "**Dispute**") arise between the Parties out of or in relation to or in connection with this Agreement, or the breach, termination, effect, validity, interpretation, or application of this Agreement or as to their rights, duties or liabilities hereunder, any party will give the other Parties a written notice of dispute adequately identifying and providing details of the dispute. On receipt of such notice by the other Party, the Parties shall try to settle the dispute amicably between them through mediation and reconciliation in good faith within 30 days of the receipt of the notice of dispute by the other Party by taking the Party of the THIRD PART into confidence.

17.2. If the dispute is not resolved by such good faith negotiations within the period of 30 days, the parties agree to settle the dispute through arbitration. Any Party can refer such a dispute to the Delhi International Arbitration Centre (DIAC) established by the Hon'ble High Court of Delhi for

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DIRECTOR

ICAR-Indian Veterinary Research Institute
Izalnagar-243 122 (U.P.) India

Institute of Veterinary Biological Products (Govt. of Maharashtra)



arbitration by a Sole Arbitrator. The arbitration shall be governed by Arbitration and Conciliation Act, 1996 as amended from time to time and conducted under the DIAC (Arbitration Proceedings) Rules, 2018. The place of arbitration shall be Delhi, India. The language to be used in the arbitration proceedings shall be English or as mutually agreed to between the parties.

17.3. The parties hereto agree that the award and determination of the Sole Arbitrator shall be final and binding on all the parties hereto.

ARTICLE 18: COSTS

Each Party shall bear its own costs and expenses incurred by it in relation to the negotiation, execution and performance of this Agreement.

ARTICLE 19: NO PRESS RELEASE WITHOUT CONSENT

No press release related to this Agreement or the transactions contemplated herein, or other announcement will be issued by any of the Parties without the prior written approval of the other Party/ Parties.

ARTICLE 20: SURVIVAL OF OBLIGATIONS

Any provision or covenant of this Agreement, which expressly or by its nature, imposes obligation beyond the expiration or termination of this Agreement, shall survive such expiration or termination.

ARTICLE 21: COUNTERPARTS

This Agreement may be executed in several separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement.

IN WITNESS, WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives in triplicate.

ICAR-IVRI

DIRECTOR

ICAR-Indian Veterinary Research Institute
Izatnagar-243 122 (U.P.) India

Institute of Veterinary Biological Products (Govt. of Maharashtra)



SIGNED AND DELIVERED FOR AND ON BEHALF OF:

The Party of the FIRST PART

Signature:

Name & Designation: Dr. Triveni Dutt, Director

Address: ICAR- Indian Veterinary Research Institute (IVRI), Izatnagar, Bareilly, Uttar Pradesh-243122, India

The Party of the SECOND PART

Signature:

Name & Designation: Mr. Sachindra Prasad Singh, Commissioner (Animal Husbandry)

Address: Institute of Veterinary Biological Products, Near Bremen's Square, Ganesh khind Road, Aundh, Pune, Maharashtra - 411007, India

The Party of the THIRD PART

Signature:

Name & Designation: Dr. Praveen Malik, CEO

Address: Agrinnovate India Limited, G-2, "A" Block, NASC Complex, DPS Marg, New Delhi, 110012, India

IN THE PRESENCE OF:

Witnesses:

a) Name and Address:

Dr. Shantilal Kende
Deputy Commr of AH
Pune

b) Name and Address:

Dr. Sathish Raju
Regional Joint Commissioner, Nagpur

c) Name and Address:

Dr SK Singh,
ICAR-IVRI, Bareilly

SCHEDULE — I

Name of the Know-how: Know-how for Vaccine Technology Transfer of A Live Attenuated Vero Cell-Based Goatpox Vaccine for Protection Against Goatpox developed by the research institute (ICAR-Indian Veterinary Research Institute)

SCHEDULE – II

Know-how manual for Knowhow for Vaccine Technology of A Live Attenuated Vero Cell-Based Goatpox Vaccine for Protection Against Goatpox developed by the research institute (ICAR-Indian Veterinary Research Institute)

BRIEF KNOW-HOW DESCRIPTION

1. Details of production and quality control of the A Live Attenuated Vero Cell-Based Goatpox Vaccine for Protection Against Goatpox.
2. Documents pertaining to quality control for safety, sterility and potency.
3. Details of clinical trials / Field trial as conducted by IVRI, Izatnagar
 - a. Trial batches
 - b. Clinical trial results
 - c. 5 vials of seed virus will be provided
 - d. Details of the Kinetics of the seed virus (Viral titer at different time points) will be provided
 - e. The Vero cell line will be used to propagate the seed virus
 - f. Passage details of seed virus and cell lines will be provided
 - g. The accession number of the virus gene sequences will be provided
 - h. Details of QC tests required to assess purity, identity, sterility, safety, immunogenicity, and efficacy/potency will be provided
 - i. Training of Institute of Veterinary Biological Products (Govt. of Maharashtra) staff on new vaccine technology at Licensor's research facility.
 - j. Detailed procedures, methods, protocols, SOPs, Scientific data, and publications (if any) of claimed technology in the technology docket will be provided
4. Licensor shall demonstrate the know-how at the RESEARCH INSTITUTE resulting in the Goat pox Vaccine and supply of seed virus and all the related biological materials.


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