

Affidavit



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Date : 11/02/2025

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Penalty : ₹ 0

(Rs Zero Only)

Deponent

Name : Suneel Kumar

H.No/Floor : 0

Sector/Ward : 0

Landmark : 0

City/Village : Jant pali

District : Mahendergarh

State : Haryana

Phone : 98*****07

Others : Suneel kumar registrar central university of jant pali district mahendergarh



[Handwritten Signature]
11/2/2025
भारतीय स्टाम्प वेबसाइट
महेंद्रगढ़
4681

Purpose : For Affidavit to be submitted at Central university of haryana jant pali

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Technology License Agreement for Phosphate and Potassium Solubilizing bacterial formulation of Central University of Haryana, Mahendergarh (Haryana)

This Technology License Agreement is entered into on this 14th day of February month of 2025 at Mahendergarh between the Central University of Haryana, Mahendergarh (Haryana) and M/S RCICO Liveable Seven Blu Reform Farmer Producer Company Limited, with head office at D -1, Near Sohan Paniwala, Bypass Road, Kila Colony, Jhajjar Haryana 124103

PREAMBLE

- A. WHEREAS the "First Party", the Central University of Haryana (Henceforth referred to as "CUH"), has been established by Ministry of Education through an Act of Parliament of India-The Central Universities Act, 2009. The University is located at Mahendergarh in Haryana. The University has been accredited with Grade-A in the first two cycles of NAAC assessment and accreditation. The University is fully funded by the Govt. of India.
- B. WHEREAS the Second Party M/S RCICO Liveable Seven Blu Reform Farmer Producer Company Limited (Henceforth referred to as "RCICO-FPCL") is engaged in production and marketing of biofertilizer, food products, and other agricultural products and planning to market the product from technology through their distribution channel across India.
- C. WHEREAS Phosphate and Potassium Solubilizing Bacterial Formulation "PhosTium" is a microbial-based strategy (liquid formulation) for solubilizing Phosphorous and Potassium in soil.

[Handwritten Signature]

[Handwritten Signature: SKumar]

D. WHEREAS, the CUH has agreed to grant and the Second Party the RCICO-FPCL has also agreed to accept the Technology License and the Technical Information as per terms and conditions contained in this Agreement.

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

ARTICLE 1: GRANT OF LICENSE

- 1.1 In consideration of the second party "RCICO-FPCL" paying License Fee as per Article 2.2 of this Agreement, the first party "CUH" hereby grants to the second party "RCICO-FPCL" and the second party "RCICO-FPCL" accepts, subject to the terms and conditions set forth in this Agreement, the non-exclusive 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.
- 1.2 The second party "RCICO-FPCL" shall pay License and Technical Assistance fee of Rs. 20,000/- (Rupees Twenty Thousand only) as may be applicable for Technology. The first-time culture will be provided free of cost at the time of licensing. Subsequently, fresh culture to be bought by the licensee every year on payment basis to ensure the quality i.e. Rs. 5000/slant plus applicable taxes as per availability with the institute.
- 1.3 The second party "RCICO-FPCL" shall pay to the first party "CUH" a Royalty @2% of net invoice value plus applicable taxes during the term of this agreement as per the Terms of Trade. The Royalty payments shall commence when licensee starts commercial sales. The royalty should be paid within 30 days of becoming due annually.
- 1.4 The second party "RCICO-FPCL" shall submit the sale figure to first party on yearly basis.
- 1.5 The second party "RCICO-FPCL" 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 first party "CUH" or any part thereof to any third party except with the prior written consent of the first party "CUH".
- 1.6 The second party "RCICO-FPCL" undertakes, during the term of this Agreement, not to exploit the Licensed Technical Information in the Territory other than for manufacture and sale of Products. The exploitation of licensed technical information after the license period is not allowed.
- 1.7 The second party "RCICO-FPCL" shall at its own cost affix a label or inscribe, in a conspicuous manner on the product and upon container/pack containing the product or its components and spares (whichever applicable), the legend "technology/know-how developed at CUH, Mahendergarh. 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.

1.8 The licensing fee/any other payment once paid won't be refunded in any circumstance/reason.

ARTICLE 2: TECHNICAL ASSISTANCE

- 2.1 The first party "CUH" agrees to provide the second party "RCICO-FPCL" with Technical Assistance and all know-how of the technology owned by the first party "CUH" that is reasonably required for the transmission/ dissemination of the technology in accordance with the conditions specified in this Article 3. The Technical Assistance would mean and deem 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 shall be provided to second party by the CUH.
 - b) Training: Up to 2 Persons nominated by the licensee shall be trained for the period of 3 days. The cost of training to be imparted by the CUH is included in the licensing fee. The entire expenses of their travel; boarding/lodging shall be entirely borne by the second party.
 - c) All statutory/necessary requirements related to registration of the product, production, marketing & sales, transportation, the performance of the product and storage along with quality control (at all levels) will be fulfilled by the second party "RCICO-FPCL"
 - d) The first party "CUH" shall not be responsible for the performance of the product in the market/with-end-users and only second party will be solely responsible for it.
- 2.2 The second party "RCICO-FPCL" shall permit a duly authorized representative of the first party "CUH" upon reasonable notice, to inspect the premises of the second party "RCICO-FPCL" from time to time to ascertain that the provisions of this agreement are being complied with by the second party "RCICO-FPCL"
- 2.3 The first party "CUH" agrees that, upon the written request from the second party "RCICO-FPCL", it shall organize 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 entirely by the second party "RCICO-FPCL". In addition to this, the per diem charges shall be payable by the second party "RCICO-FPCL" to the visiting scientist and technician to the premises of Second Party as per CUH guidelines.



- 2.4 Technology is being Licensed on "as is where is basis. Any further refinement or improvement made on the technology licensed by the first party "CUH" shall not be covered under this agreement.

ARTICLE 3: CONFIDENTIALITY

- 3.1 During the Term of this Agreement and thereafter, the second party "RCICO-FPCL" 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 technical information and improvements and any other information (whether or not technical) of a confidential nature, obtained from the first party "CUH" under this agreement to any person and also shall safeguard the technical information and improvements to prevent disclosure and maintain its confidentiality.
- 3.2 The second party "RCICO-FPCL" 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 manufacture and sale of the products in the Territory. The second party "RCICO-FPCL", however, shall take adequate precaution to ensure prevention of dissemination of the Technology know-how except as provided in the agreement. The second party "RCICO-FPCL" shall execute a non-disclosure agreement with such employee.
- 3.3 The provisions of this Article shall survive the termination and expiration of this Agreement.

ARTICLE 4: OWNERSHIP OF TECHNICAL INFORMATION

- 4.1 Notwithstanding anything to the contrary contained in this Agreement or elsewhere, the first party "CUH" shall continue to have full rights of ownership with respect to Technology, the associated Technical Information, Technical Know-how provided to the second party "RCICO-FPCL" under this Agreement. This Agreement provides the second party "RCICO-FPCL" with only a non-exclusive and non-assignable right to use the Technology. Technical Information and Technical know-how during the Term of this Agreement. The second party "RCICO-FPCL" 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.
- 4.2 The second party "RCICO-FPCL" shall also promptly notify parties to this agreement if it becomes aware of any unauthorized use of Technology, Technical information and Improvements by any party.



ARTICLE 5: TERMS AND Conditions

- 5.1 This Agreement shall become effective on the date of signing and shall remain valid for a period of 5 years.
- 5.2 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 non-defaulting party, within 30 (thirty) days from the date of being notified thereof; and
 - ii. The second party "RCICO-FPCL" 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 second party "RCICO-FPCL" or a petition for winding-up of the second party "RCICO-FPCL" is admitted by a competent court
- 5.3 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 second party "RCICO-FPCL" to the first party shall immediately become due and payable;
 - b) all rights and licenses granted to the second party "RCICO-FPCL" by the first party "CUH" shall cease;
 - c) the second party "RCICO-FPCL" shall cease all exploitation of the Technology, Technical Information and any other know-how provided by The first party "CUH" to the second party "RCICO-FPCL",
- 5.4. Notwithstanding anything to the contrary contained in this Agreement or elsewhere, after the termination of this Agreement, the second party "RCICO-FPCL" shall have no right whatsoever to use the Technology, Technical Information and Improvements

ARTICLE 6: FORCE MAJEURE

- 6.1 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 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, and 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 such cause is removed.

- 6.2 Notwithstanding, anything contained in Clause 9.1, the second party shall make all payments that is due and payable under this Agreement to the first party "CUH" without claiming any exemptions.

ARTICLE 7: 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.

ARTICLE 8: 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 9: NOTICE

Any notice, request, demand, direction and other communication provided for in this Agreement shall be made in writing in the English/Hindi language and shall be sent by email (registered mail), telefax, express courier or delivered in person and shall be directed by First and Second Party at its respective address as mentioned below. Either Party may by written notice, change the address to which requests or notices shall be directed.

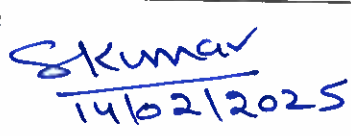
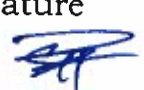
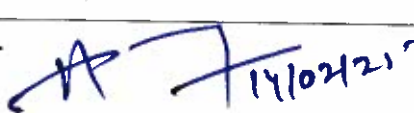
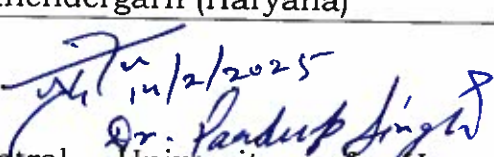
ARTICLE 10: DISPUTE RESOLUTION AND ARBITRATION

- 10.1 Nothing in this memorandum shall be considered as creating any legal relationship between institutes. The memorandum is a statement intent to foster genuine and mutually beneficial collaboration.
- 10.2. The parties hereto agree that the award and determination of the arbitrator shall be final and binding on both parties hereto.
- 10.3. This agreement is executed in duplicate with each copy being an official version and having equal legal validity.

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



SIGNED AND DELIVERED FOR AND ON BEHALF OF:

For and on behalf of Parties	
First Party	Second Party
Central University of Haryana, Jant-Pali, Mahendergarh-123031 (Haryana)	M/S RCICO Liveable Seven Blu Reform Farmer Producer Company Limited, D -1, Near Sohan Paniwala, Bypass Road, Kila Colony, Jhajjar Haryana 124103
Signature  14/02/2025	Signature 
Name Prof. Suneel Kumar	Name SANJAY
Designation Registrar	Designation CMD
Seal Registrar Central University of Haryana Mahendergarh, Haryana-123031	Seal Rcico Liveable Seven Blu Reformation Farmer Producer Company Limited Director
Date: 14-02-2025	Date: 14-02-2025
Witnesses (Signature, Name and Address)	Witnesses (Signature, Name and Address)
1.  On Vikas Beniwal Central University of Haryana, Mahendergarh (Haryana)	1. Pooja Ghasola Chakki Dadai 8307483420
2.  14/2/2025 Dr. Sandeep Singh Central University of Haryana, Mahendergarh (Haryana)	2. Manish Ghasola CM. OADRE 9813821334