

MoU for technology transfer on Mushroom Cultivation /Spawn Production through training

This Memorandum of Understanding (“MoU”) is made on the..... day of, 2017 (“Effective date”) and is By and between **ICAR- Indian Institute of Horticultural Research**, whose address is Hessaraghatta Lake Post, Bangalore – 560 089, Karnataka (A constituent of the Indian Council of Agricultural Research (ICAR), Dr. Rajendra Prasad Road, Krishi Bhavan, New Delhi – 110 012”) (hereinafter referred as “ICAR-IIHR”) and **Mr/Mrs.....or M/s** whose registered address is..... (hereinafter referred as “Client”).

NOW THEREFORE, ICAR-IIHR and the Client’ who registers for “**Entrepreneurship training on Mushroom Cultivation/ Mushroom Spawn Production**” agree to abide by the terms and conditions spelt out herewith under this MoU

1. Technology transfer on Mushroom Cultivation/Mushroom Spawn Production

- 1.1 The technology transfer will commence on the Effective Date (the date of training).
- 1.2 This technology transfer is on Non exclusive basis.
- 1.3 In case the client wishes to undertake commercial scale production and sale of mushroom/spawn within the territory of India or abroad, the client is obliged to keep ICAR-IIHR informed about the same and also duly acknowledge ICAR-IIHR in all his products in the following manner



Technology, Training & Guidance from ICAR-Indian Institute of Horticultural Research, Bengaluru
(DARE, Ministry of Agriculture & Farmers Welfare, Government of India)



2. Confidentiality:

- 2.1 The client agrees to use its best efforts to promote diligently the sale and distribution of the Mushroom products
- 2.2 The client is not authorized to impart training or horizontally transfer the technology to any third party for use.
- 2.3 The client shall not authorize any third party to use the technology or any information pertaining to the technology to seek patent protection or any other intellectual property protection by any act or omission.

3. Consultancy Fee:

- 3.1 If client requests for any additional information other than that provided during training, the same will be treated as consultancy activity which will be charged as per ICAR guidelines.

4 Inventions:

- 4.1 During the course of the term of this MoU, the client agrees to share all information pertaining to development of new technologies from the know-how imparted during the training and also duly acknowledge ICAR-IIHR, by printing on the package “**A technical know-How of ICAR-IIHR, Bengaluru**”

5. Publication:

- 5.1 In the event of the client publishing any papers, brochures etc relating to the Mushroom production/mushroom spawn production, Due credit may be given to the innovators and contribution of ICAR-IIHR to be acknowledged in all such papers, regardless of authorship in the following manner

Technical information from ICAR-Indian Institute of Horticultural Research, Bengaluru (DARE, Ministry of Agriculture & Farmers Welfare, Government of India).

6. Indemnification:

6.1 The client agrees to defend, Indemnify and hold ICAR-IIHR, its scientists harmless from any liability to any third party resulting from the Client's negligent or willful misuse of the process of the production of mushroom/spawn provided by the ICAR-IIHR pursuant to this Agreement. The Client agrees to defend, indemnify and hold ICAR-IIHR, its officers, employees, harmless from and against any liability, loss or expenses arising out of or in connection with the negligent performance or willful misconduct or breach of this Agreement by or on behalf of the client.

7. Governing Law:

7.1 This Agreement will be governed by the laws of India, without reference to conflicts of laws principles and jurisdiction would be Karnataka High Court, Bengaluru.

8. Complete Contact Details of the client

Name:	Designation:
Address:	Mobile No:
Email-id:	

IN WITNESS WHEREOF this Agreement has been executed by duly authorized representatives of the Parties on the day and the year first mentioned.

For and on Behalf of
ICAR-Indian Institute of Horticultural Research

For and on Behalf of
Client

Dr. M.R. Dinesh
Director

Name:
Designation:

Witness

Witness

1.....

1.....

Name:

Name:

Address:

Address:

2.....

2.....

Name:

Name:

Address:

Address: