

ICAR-CENTRAL INLAND FISHERIES RESEARCH INSTITUTE

BARRACKPORE: KOLKATA

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File No.307-E/H.R.D. No./Adm-II \ 5807

12th March, 2018

To M/S M.R. Aquatech, Plot No.SCR 65, Chandrama Apartment Lane, Beside of Paris Bakery, Unit 3, Kharvelnagar, Bhubaneswar – 751 001

Sub: Comercialisation of CIFRI Pen HDPE Technology - regarding

Ref: No.MRA/QUOTATIUON/2018-19 dated 23.02.2018

Sir.

Inviting kind attention to the quotation referred above, the undersigned is directed to offer the Commercialization of "CIFRI PEN HDPE" technology on non-exclusive basis. The details of said fish feed such as formulation, quality parameters etc. shall be provided by ICAR-CIFRI, Barrackpore to formulate the product as per the following broad terms and conditions:

1. PRICE FIXATION

A	One time development fee	Rs.7,00,000			
В	Specification of the Item	Unit price of 0.1 ha Pen (Rs.)	Taxes (Rs.)	Royalties (Rs.)	Total price of one Kg of feed (Rs.)
	CIFRI CAGEGROW FEED	43,500	2,175	2,000	47,675

- a) The firm shall pay to the Institute one time development fee of Rs.7,00,000 within 1(one) month of entering into the agreement.
- b) The firm shall pay to the Institute the royalty amount for each unit of pen sold.
- c) The price fixed as above is for one year and may be reviewed after one year based on mutual consultation.
- 2. The tentative date of entering into the Agreement is 17th March, 2018. The Contract is valid for five years from 17.03.2018 to 16.03.2023 and may be considered for extension for further period if mutually agreed upon by both parties.
- 3. The firm has to enter into an agreement with the ICAR-CIFRI within 15 days of receipt of the offer. A non-judicial Stamp Paper of Rs.100/- is to be purchased at your end for the purpose. A copy of draft agreement is enclosed at Annexure-I. The terms laid down in the AGREEMENT shall be binding to either of the parties.

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4. The Institute reserves the right to check the Books and Accounts of your Agency by its Authorised representatives at any time without any prior intimate whatsoever.

SECURITY

- a) The responsibility of the ICAR-CIFRI shall be limited to providing formulation, technical details and quality parameters of the product to the firm. Three persons nominated by the firm shall be trained by the first party for the period of up to 3 days on manufacture of CIFRI PEN HDPE.
- b) The firm shall manufacture the CIFRI PEN HDPE, sell the product and pay Royalty to the ICAR-CIFRI as per offer made.
- c) The firm shall not sell, transfer, by resale or otherwise, the know how/ technology obtained from the first party under this Memorandum of Understanding to any other party, in any manner, whatsoever, without the prior written approval of the First Party, even after expiry of the Memorandum of Understanding.
- d) The firm shall take all necessary measure to ensure that the technology is not leaked out, not passed on, disclosed, or given access to, even, for the purpose of execution of this Memorandum of Understanding. In the event of unauthorized disclosure being detected the Second Party shall be held for the breach of trust.
- e) For purposes of the MoU, "confidential information" includes all technical know-how, financial information and other commercially valuable information in whatever form including unpatented inventions, trade secrets formulas, graphs, drawing, designs, tables, flow charts, process charts, biological materials, samples, devices, models and other materials of whatever description which the disclosing Party claims is confidential to itself and over which it has full control and include all other such information that may be in the possession of the disclosing Party's employees or management.
- f) The facilities of firm will be inspected by a team of scientist of ICAR-CIFRI for quality control measures during the manufacturing of CIFRI PEN HDPE. The firm shall provide Audited Financial Statements for the period of Contract on express demand from the ICAR-CIFRI during the currency of Contract or beyond.

If the offer is acceptable to you, a sentence of acknowledgement may be sent to this Office by 15th March, 2018 through e-mail/FAX.

Encl: As stated

Yours faithfully,

(Rajeev Lal)

Chief Administrative Officer

Distribution:

- 1. The Finance & Accounts Officer, ICAR-CIFRI, Barrackpore for information.
- 2. The Drawing & Disbursing Officer, ICAR-CIFRI, Barrackpore for information.
- 3. The In-Charge, AKMU, ICAR-CIFRI, Barrackpore for information and with the request to upload the Work Order on Institute's website.