

केन्द्रीय कृषि अभियांत्रिकी संस्थान

नबी बाग, बैरसिया रोड, भोपाल-462 038 (म.प्र.) भारत



Central Institute of Agricultural Engineering

Nabi Bagh, Berasia Road, Bhopal - 462 038 (M.P.) India

डॉ. प्रवीण चंद्र बरगले

प्रभागध्यक्ष, प्रौद्योगिकी हस्तांतरण प्रभाग

Dr. P.C. Bargale

Head, Technology Transfer Division (TTD)

स्पीड पोस्ट
SPEED POST SPEED POST

No. CI AE/TTD/IPR, ITMU - MoA-28/2012-13/ 1628

Dated 31st July, 2012

Sub. : An attested copy of duly signed and notarized copy of MoA.

Dear Sir,

Kindly find enclosed herewith an attested copy of the Memorandum of Agreement (MoA) document duly signed and notarized between CIAE, Bhopal and with your esteemed firm.

Thanking you,

Yours sincerely,

(P. C. Bargale)

Nodal Officer, ITMU and Head, TTD

Director,

M/s Metalweld Engineering PVT. LTD.

Corporate office: 58 FB, Slice-5, Sch. No.78,

Vijay's Nagar,

INDORE- 452010

भारतीय गैर न्यायिक

Rs. 100

ONE
HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

मध्य प्रदेश MADHYA PRADESH

X 358164

Memorandum of Agreement

This Memorandum of Agreement is made on this Thursday, the 26th day the July, 2012.

BETWEEN

The Central Institute of Agricultural Engineering, Nabi bagh, Berasia Road, Bhopal, a constituent of the Indian Council of Agricultural Research, Krishi Bhawan, 1, Dr. Rajendra Prasad Road, New Delhi -110 001, hereinafter referred to as Institute or CIAE represented by its authorized representative as the first party.

AND

with M/s Metalweld Engineering PVT. LTD. Corporate office: 58 FB, Slice-5, Sch. No.78, Vijay's Nagar INDORE- 452010. (Works: 54/1/9 SK-1, Lasudiya Mori, INDORE- 452010), INDIA as the authorized signatory hereinafter referred as the manufacturer or its authorized representative as the second party.

2. General

The Central Institute of Agricultural Engineering, Bhopal (CIAE) is engaged in research and development in the field of agricultural engineering for mechanization promotion in the country. The Institute has developed several agricultural tools, implements and equipment that are required to be manufactured and adopted by the manufacturers so that these are available to the farming community. The Institute is desirous of establishing close linkage with small scale manufacturers who are willing to manufacture and maintain the quality of the equipment, protect the intellectual property rights and are willing to upgrade the quality or any design changes as may be required from time to time in consultation with the Institute. The modalities of this activity shall be as follows:

True Copy

Attested

For Metalweld Engineering Pvt. Ltd.

Nodal Officer - ITMU & Head, TTD

Central Institute of Agricultural Engineering

Nodal Officer - ITMU & Head, TTD
Central Institute of Agricultural Engineering
Nabibagh, Berasia Road Bhopal - 462 038

- 2.1 The Institute shall identify suitable manufacturers who can take up production of ICAR (CIAE) technologies/ equipment.
- 2.2 The Institute shall provide guidance wherever required and help the manufacturer to manufacture the ICAR (CIAE) equipment using proposed material and maintaining specifications, quality and performance.
- 2.3 Wherever required, the manufacturers shall be guided to adopt appropriate production/manufacturing process, jigs, fixtures, special tools etc. for production of ICAR (CIAE) technologies/equipment maintaining quality.
- 2.4 Specialized training programmers of short duration may be arranged by the Institute on request of the manufacturer for which training cost, as decided by the Institute shall be borne by the manufacturer.

3. Agreement

The Institute and the manufacturer shall sign this agreement to maintain close liaison and co-operation for taking up production of ICAR (CIAE) developed equipment or technologies promoted by the Institute for which the Institute shall provide necessary know-how and guidance for commercial prototype production on payment of nominal institutional fee and training fee as specified or as decided by the Institute. The other terms and conditions shall be as follows:

3.1 Institutional Fee -Manufacturer, may sign the MOA by paying a token Institutional Fee (non-refundable) of Rs. 20,000/- for manufacture of identified ICAR (CIAE) equipment. The MOA shall be valid for a period of three years from the date of signing the MOA.

3.2 Technology selection - Manufacturer wants to manufacture and market Power / Manually Operated Maize Sheller, Manually Operated Conoweeder, Briquetting Machine, Charring Kiln, Cook Stove, Pedal Cum Power Operated Grain Cleaner cum Grader, Cottage Level Soy Paneer Plant, Motorized Soyabean Dehuller, CIAE Dal Mill, Tractor Drawn Inclined Plate Planter CIAE Multicrop Thresher, Self-Propelled Power Weeder, Self Propelled Reaper, Post Hole Digger through adoption of CIAE manufacturing technology. The Institute reserves the right to allot designs of equipment to different manufacturers.

3.3 Technology details -The Institute shall make available on cost basis the details of the technology in the form of prototype and/or manufacturing drawings, specifications and other technical details for commercial prototype development or manufacturing of the prototype.

3.4 Price List -A price list of ICAR (CIAE) technologies shall be available and revised from time to time by the Institute. The price list shall indicate selling price of a machine to the farmers or users. The price of an equipment shall be fixed by the manufacturer in consultation with ICAR (CIAE).

3.5 Royalty -The manufacturer shall pay royalty @2.5% of the specified price in the price list for the sale of each machine sold by him.

3.6 First sample prototype -A manufacturer, making a ICAR (CIAE) machine on order for the first time, has to get the prototype inspected and approved by the Institute.

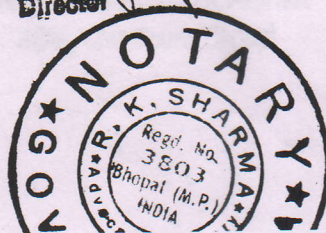
3.7 Quality improvement -The Institute shall strive to continuously improve the quality of the equipment. It will be obligatory on the part of the manufacturer to incorporate these improvements in the design.

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Nodal Officer - ITMU & Head, TTD
Central Institute of Agricultural Engineering
Nabibagh, Berasia Road Bhopal - 462 038

For Metalweld Engineering Pvt. Ltd

Director



Nodal Officer - ITMU & Head, TTD
Central Institute of Agricultural Engineering
Nabibagh, Berasia Road Bhopal - 462 038

3.8 Manufacturing facilities -The manufacturing facilities, track record etc. of a manufacturer shall be considered for entering into MOA by the Institute for a particular machine.

3.9 The agreement can be terminated if there is any violation of the terms and conditions, quality and timeliness etc. as may be determined by the Institute.

3.10 ICAR (CIAE) core research facilities shall be allowed to be used by the manufacturer on request, if sparable, and on the terms and conditions of ICAR.

3.11 The Intellectual Property Rights shall lie with ICAR (CIAE).

3.12 The manufacturer will not license the ICAR (CIAE) technology to another party.

3.13 Third party responsibility shall not lie with ICAR (CIAE).

4. Duration

The MOA shall be valid for three years. On expiry of the contract the Institute and manufacturer may enter into the contract for another three years by signing fresh MOU and on payment of the Institutional fee by the manufacturer.

5. Amendment to the MOA

During operation of the agreement, if in the opinion of both the parties some alteration or modifications of the MOA is considered essential, these may be mutually discussed and agreed upon in writing.

6. Disputes

Any dispute arising out of during operation of the MOA shall be settled through mutual consultations and agreement. However the final decision of ICAR (CIAE) shall be binding.

For Metalweld Engineering Pvt. Ltd.

Signatures

For the Manufacturer

Authorized Signatory

Director

Nodal Officer - ITMU & Head, TTD
Central Institute of Agricultural Engineering
Nabibagh, Berasia Road Bhopal - 462 038

For the ICAR Institution
Head, ITMU

Counter signed by: Director, Concerned ICAR Institution (CIAE)
DIRECTOR

Central Institute of Agricultural Engineering
(I.C.A.R.)

Nabi Bagh, Berasia Road,
BHOPAL-462038 (M.P.)

Date : 26/7/12

Witness: (DUSHYANT SINGH)
Scientist

True Copy
Attested

IDENTIFIED BY.....D.K.MISHRA
ADV., Civil Court, Bhopal

ATTESTED

R. K. SHARMA
ADVOCATE & NOTARY
Office Opp. Old Vidhan Sabha, BHOPAL

Nodal Officer - ITMU & Head, TTD
Central Institute of Agricultural Engineering
Nabibagh, Berasia Road Bhopal - 462 038