

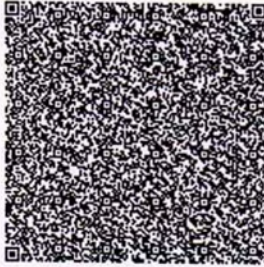


सत्यमेव जयते

INDIA NON JUDICIAL
Government of Karnataka

e-Stamp

Certificate No. : IN-KA55220125644677P
Certificate Issued Date : 20-Jun-2017 03:28 PM
Account Reference : NONACC (FI)/ kacrsfl08/ KORAMANGALA5/ KA-BA
Unique Doc. Reference : SUBIN-KAKACRSFL0859114375753728P
Purchased by : BANGALORE BIOINNOVATION CENTRE
Description of Document : Article 12 Bond
Description : GRANT AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : BANGALORE BIOINNOVATION CENTRE
Second Party : JAYACHANDRA S YARADODDI
Stamp Duty Paid By : BANGALORE BIOINNOVATION CENTRE
Stamp Duty Amount(Rs.) : 200
(Two Hundred only)



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This Agreement is made on this 23rd day of June 2017, coming into effect from 10th day of April, 2017 at Bangalore, India BY and BETWEEN M/s Bangalore Bioinnovation Centre, a Section 8 Company incorporated under the Companies Act 2013 having its registered office Bangalore Helix Biotech Park, Electronic City, Phase I, Bangalore, hereinafter referred to as "Idea2PoC Partner" (which expression shall wherever the context so admits include its successors and assignees) of the **First Part**

AND

Jayachandra S Yaradoddi, an individual residing in/ operating from Center for Material Science, BVB College of Engineering and Tech, Vidyanagar, Hubli, Karnataka 580031 hereinafter referred to as

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

“Idea2PoC Innovator” (which expression shall wherever the context so admits include its successors in interest, liquidators, administrators and assigns) of the **Second Part**

WHEREAS all the parts are hereinafter referred to as **“Parties”**;

WHEREAS Karnataka Biotechnology and Information Technology Services (KBITS), a society under Department of IT, BT and S&T, Government of Karnataka, having its office at **BMTC- Central Offices Building TTMC 'B' Block, 4th Floor, Double Road, NGO Colony, Wilson Garden, Bengaluru, Karnataka 560027** hereinafter referred to as the **“KBITS”**, operates a scheme entitled Idea2PoC Scheme (hereinafter referred to as **“Idea2PoC Scheme”**) to support an innovative idea in the field of biotechnology for proof of concept.

WHEREAS, KBITS has entrusted the Idea2PoC Partner i.e, Bangalore Bioinnovation Centre, with implementation of the Idea2PoC Scheme including necessary processing of the proposals, organizing various meetings and training programs for Idea2PoC, execution of the decisions taken, disbursement of funds, monitoring the physical and financial progress of the Project and to obtain reports and returns and clarifications as required from time to time from the Idea2PoC Innovators.

WHEREAS the Idea2PoC Innovator has conceived, a Project entitled **“Economical production of eco-friendly bioplastic material for packaging segment”** and submitted a proposal with amendments (hereinafter called **“the Project”**) - for grant-in-aid assistance under Idea2PoC Scheme as per **Annexure 1**;

AND WHEREAS KBITS has approved the project and agreed to provide assistance to the extent of **INR 25 Lakhs** in the form of grant-in-aid to the Idea2PoC Innovator under Idea2PoC Scheme on the terms and conditions contained hereinafter in this Agreement.

All Annexures to this Agreement shall be integral part of this Agreement.

NOW THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, the Parties hereto agree as follows:

1. RESPONSIBILITIES OF THE Idea2PoC INNOVATOR

(a) The Idea2PoC Innovator shall:

- i. Carry out the activities of the Project and conform to the specified objectives, outputs, milestones, and targets;
- ii. Meet the resources on the Project activities to the extent as agreed to, as per details given in **Annexure 1**;
- iii. Submit a utilization certificate and statement of accounts duly audited and/or certified by a chartered accountant for the expenditure incurred on the Project for the half year, ending 31st March and 30th September, to Idea2PoC Partner, within a month of 31st March and 30th September for respective half year/**based on respective milestones proposed**, in the format provided by Idea2PoC Partner;

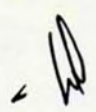
- iv. Submit a milestones progress report to Idea2PoC Partner as per the timeline and participate in the meetings organized by Idea2PoC Partner to review the progress of the Project, as and when called for;
- v. Obtain all the necessary requisite approvals, clearance certificates, permissions and licenses from the Government/local authorities for conducting its operations in connection with the Project;
- vi. Keep the drawals from the grant-in-aid assistance in a separate no-lien account in the name of the Idea2PoC Innovator with a scheduled bank, the payments from which account shall be subject to verification by Idea2PoC Partner/KBITS. It shall also obtain and furnish to Idea2PoC Partner a letter from the said bank foregoing the right of set off or lien in respect of such account.
- vii. Utilize the amounts sanctioned by Idea2PoC Partner for the Project only for the purposes as specified in the Project and shall not entrust the implementation of the Project to another agency or divert the grant-in-aid assistance;
- viii. Abide by the decision of Idea2PoC Partner/KBITS to modify the objectives, outputs, milestones, targets, funding as also the foreclosure of the Project or of its components after mutual discussion;
- ix. Acknowledge the assistance of Idea2PoC Scheme of KBITS while publishing or presenting in any manner the details of the Project, its progress or its success.
- x. In the case of any ambiguity or conflict or inconsistency between this Agreement and any other associated agreement(s) entered into between Idea2PoC Innovator and Idea2PoC Partner on the same subject matter, the provisions of this Agreement shall take precedence.

(b) The Idea2PoC Innovator warrants that:

- i. It shall obtain prior consent of Idea2PoC Partner in writing before entering into any agreement or arrangement with any other party, national or international, on the Project having overlapping objectives or having impact on Intellectual Property for the Project duration;
- ii. It is under no contractual restrictions or legal disqualifications or other obligations which will prohibit the Idea2PoC Innovator from entering into this agreement or which will interfere with the execution of this agreement; and
- iii. Each and every one of the statement and particulars herein contained in this agreement and in the relevant and supporting documents to this agreement are correct;

(c) The Idea2PoC Innovator acknowledges and agrees that:

- i. The duties, responsibilities and functions assigned or entrusted to it as specified in the Project document shall be deemed to be the duties, responsibilities and functions assigned and entrusted under



this Agreement and unless for reasons beyond control under normal circumstances any undue delay, failure or default in performance of the duties, responsibilities and functions as specified in the Project shall be deemed to be a default under this Agreement;

- ii. It shall, at all times, indemnify and keep indemnified idea2PoC Partner and KBITS against any claims or suits in respect of any losses, damages or compensation payable in consequences of any accident, death or injury sustained by the employees of the Idea2PoC Innovator or by any other third party resulting from or by any act, omission or operation conducted by or on its behalf;
- iii. It shall, at all times, indemnify and keep indemnified Idea2PoC Partner and KBITS against all claims/damages etc. by any infringement of any Intellectual Property Rights (IPR) while -undertaking its responsibilities/work under the Project and this Agreement; and
- iv. It shall notify Idea2PoC Partner/KBITS of any material change in its status and/or shareholding, in particular where such change would have an impact on performance of the obligations under the Project and this Agreement. Idea2PoC Partner/KBITS shall reserve the right to reconsider further funding assistance in such circumstances of change of control.

2. FINANCIAL ARRANGEMENTS

The financial arrangements under this Agreement are as here under

- i. The total fund approved by KBITS and granted by Idea2PoC Partner on behalf of KBITS towards the Project is INR 25 lakhs on the terms and conditions detailed in this Agreement.
- ii. The detailed breakup of the financial assistance is given in **Annexure 2**. All financial assistance by Idea2PoC Partner will be released as grant-in-aid. Idea2PoC Partner shall release the first installment after signing of the Agreement and subject to the fulfillment of the terms and conditions for such release. Further release of funds shall be subject to satisfactory progress against the objectives, outputs, milestones and targets specified in the Project as determined by Idea2PoC partner/KBITS and on submission of statement of accounts/ audited statement of accounts and utilization certificates as provided for in Clause 1(a) (iii); The grant amount should be deposited and maintained in separate No- Lien Account.
- iii. The Idea2PoC Innovator shall ensure that the funds of the Project are actually utilized only for the Project and as expressly provided in this Agreement. Re-appropriation of funds from one budget head to another shall not be effected without the specific written approval of Idea2PoC Partner;
- iv. The Idea2Poc Innovator shall refund immediately any funds out of grant-in-aid disbursed to it for the Project remaining unutilized with it on completion of the Project to Idea2PoC Partner along with detailed accounts of funds received, utilized and unutilized;
- v. The capital assets acquired for the Project through Idea2PoC Partner's grant-in-aid shall not be disposed of without the specific prior written permission of the Idea2PoC Partner. The idea2PoC Innovator shall take adequate care towards custody, safekeeping, and insurance and utilization access of such property at its own cost.



- vi. The Methods of controlling the disposal/ granting access/resuming possession of such capital assets acquired for the Project will be at the discretion of the Idea2PoC Partner in the event of completion, foreclosure or termination; and
- vii. The manpower engaged in the Project are not the employees of KBITS and provision of grant-in-aid does not create any liability, explicit or implicit, on Idea2PoC partner /KBITS in respect of the manpower engaged in the Project.

3. PROJECT MENTORING AND MONITORING COMMITTEE

Idea2Poc Partner will constitute a Project Mentoring and Monitoring Committee (PMMC) comprising of eminent expert(s) from the relevant field based on specific aspects of the Project. PMMC will assess the progress of the Project in conformity with the outputs, milestones, targets and objectives as contained in the Agreement will make recommendations accordingly and will provide mentorship and handholding services.

4. RESULTS OF THE PROJECT

- i. The deliverables from the Project are defined and are included in the Project details at **Annexure 1**.
- ii. Intellectual Property (IP) shall be the property of the Idea2PoC Innovator. It is the responsibility of the Idea2PoC Innovator to protect any IP generated during the conduct of the Project. It shall bear the expenditure involved in protecting such IP. During the Project Duration, the Idea2PoC Innovator shall not assign or transfer the IP to any third party directly or indirectly without prior written consent from Idea2PoC Partner.

5. PROJECT DURATION

The Idea2PoC Innovator shall complete the Project within the stipulated period of **24 months** after the date of execution of this Agreement or as per the corresponding order(s) issued by Idea2PoC Partner/KBITS from time to time.

6. CONFIDENTIALITY

- i. During the tenure of the Agreement, both the Parties, undertake to maintain strict confidentiality and refrain from disclosure thereof, of all or any part of the information and data exchanged/generated from the Project under this Agreement for any purpose other than in accordance with this Agreement. It shall be the responsibility of both the Parties to ensure maintenance of such confidentiality in respect of their behalf and on behalf of their employees, representatives and associates involved in the Project.
- ii. The Parties shall not have any obligation of confidentiality with respect to any information that:
 - a. is in the public domain by use and/or publication at the time of its disclosure by the disclosing party; or
 - b. was already in possession of the recipient prior to receipt from the disclosing party; or
 - c. is properly obtained by the recipient from a third party with a valid right to disclose such information and such third party is not under confidentiality obligation to the disclosing party; or

- d. was disclosed to any third party on a non-confidential basis prior to commencement of the Project;
or
- e. is required by public authority, by law or decree.

8. FORECLOSURE AND TERMINATION

- i. In case, during the tenure of the Project, it is found that the Project or any Project component is not likely to lead to successful completion, KBITS may decide to foreclose the Project or the Project component as warranted. The decision of the KBITS shall be final in all respects. The KBITS Innovator shall immediately refund any funds unutilized out of Idea2PoC partner/KBITS's disbursements, after deducting the legally committed expenses to third party vendors, to KBITS Partner, along with detailed accounts of funds received, utilized and unutilized. The entire outstanding amount as on the date of foreclosure will become due and payable immediately.
- ii. The Idea2PoC Innovator may, before the completion of the Project, terminate this Agreement by giving three months notice in writing to Idea2PoC Partner/KBITS. Idea2PoC Partner/KBITS may also terminate this Agreement by written notice for committing breach of any term of this Agreement and either not rectifying it to the satisfaction of Idea2PoC Partner/KBITS or not satisfying Idea2PoC Partner/KBITS about its inevitability within a reasonable period. In the event of termination of the Agreement, no further disbursement shall be made by Idea2PoC Partner and the Idea2PoC Innovator shall be liable to return immediately the amount of grant-in-aid already availed of from Idea2PoC Partner with simple interest at the rate of 12 (twelve) per cent per annum within 30 (thirty) days of termination of the Agreement. In case of failure to repay, without prejudice to any other rights under this agreement, the amount can be recovered by initiating any procedure available in Law.

9. FORCE MAJEURE

The Parties shall not be held responsible for non-fulfillment of their respective obligations in successful completion of the Project under this Agreement due to the exigency of one or more of the *force majeure* events such as but not limited to acts of God, war, flood, earthquakes, strikes not confined to the premises of the Party, lockouts beyond the control of the Party claiming *force majeure*, epidemics, riots, civil commotion etc. lying beyond the reasonable control of and not brought about at the instance of the Party claiming to be affected by such event and which has caused the non-performance or delay in performance; provided on the occurrence and cessation of any such event the Party affected has given a notice in writing to the other Party within one month of such occurrence or cessation. If the *force majeure* conditions continue beyond six months, the Parties shall jointly decide about the future course of action on the Project. The validity of the claim of *force majeure* shall be determined by KBITS after due enquiry and the decision of KBITS in this regard shall be final.

10. DISPUTE RESOLUTION

In the event of any dispute or difference between the Parties hereto upon or in relation to or in connection with this Agreement, such dispute or difference shall be resolved amicably by mutual consultation. If the dispute is not resolved, then the matter shall be referred for settlement through the good offices of the Managing Director, KBITS and such settlement shall be binding on the Parties. The provision of this clause shall not become inoperative notwithstanding the Agreement expiring or ceasing to exist or being terminated or revoked.

11. EFFECTIVE DATE AND TENURE OF THE AGREEMENT

- i. The Agreement shall be effective from the date of its signing by both the Parties. The Agreement shall be valid for **24 months** thereafter. It can be extended if agreed to by both the Parties.
- ii. Two copies of the Agreement shall be signed by both the Parties and one copy each shall remain in the custody of each Party.
- iii. Any failure or delay on the part of Idea2PoC Partner to exercise the right or power under the Agreement shall not operate as waiver thereof.

12. AMENDMENTS TO THE AGREEMENT

No amendment or modification of this Agreement shall be valid unless the same is made in writing by both the Parties or their authorized representatives and specifically stating the same to be an amendment of this Agreement. The modifications / changes shall be effective from the date on which they are made / executed unless otherwise agreed to.

13. SEVERABILITY

In case any one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement; and this Agreement shall, to the fullest extent lawful, be reformed and construed as if such invalid or illegal or unenforceable provision, or part of a provision, had never been contained herein.


14. NOTICES AND JURISDICTION

- i. All notices and other communications required to be served on the Idea2PoC Partner including for violation of the terms of this Agreement shall be considered to be duly served if the same shall have been delivered by registered mail at its address as below.

Dr Jitendra Kumar
Managing Director
Bangalore Bioinnovation Centre (BBC)
Bangalore Helix Biotech Park
Electronic City, Phase I
Bangalore, 560100

- ii. Similarly, any notice to be given to Idea2PoC Innovator shall be considered as duly served if the same shall have been delivered by registered mail at its address as below:

Jayachandra S Yaradoddi
Center for Material Science,
BVB College of Engineering and Tech,
Vidyanagar, Hubli, Karnataka 580031



Subject to the provisions of **Clause 10** hereof, the Courts at Bangalore shall have exclusive jurisdiction in all matters concerning this Agreement including any matter arising therein.

15. NO JOINT VENTURE

Nothing contained in this Agreement will be construed as creating a joint venture, agency, partnership or employment relationship between the Parties hereto, nor will any party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other Party.

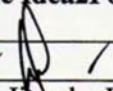

16. GOVERNING LAW

This Agreement shall be governed and interpreted in accordance with the laws of India.



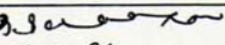
IN WITNESS WHEREOF the Parties hereto through its duly authorized representatives have signed this Agreement on the day, month and year mentioned hereinbefore.

Parties

For and on behalf of the Idea2PoC Partner

Signature		
Name	Dr. Jitendra Kumar	
Designation	Managing Director	
Seal		

For and on behalf of Jayachandra S Yaradoddi "Idea2PoC Innovator" (duly authorized)

Signature	
Name	Dr. Jayachandra S. Yaradoddi
Designation	Director, Entrez Biosciences Pvt. Ltd.
Seal (Company common Seal in case of Company)	
Witnesses	
Signature  Place: Bangalore Date: 23/06/2017 Name Hariish B. G. Address Bangalore.	Signature  Place: BANGALORE Date: 23/06/2017 Name K. SUBBARAO Address A 704, CONCORDE HANUMANTHRM ELECTRONIC CITY, BANGALORE 560102

ANNEXURE - I


Fund: Idea2PoC (KBITS Govt. of Karnataka and BBC)

Name : Dr. Jayachandra S. Yaradoddi
Qualification : M.Sc., Ph.D. in Biotechnology
Title of the Accepted proposal : Economical production of Ecofriendly Bioplastic for packaging segment

- 1) Specific objectives: The main objectives of proposed work are to
- To develop bioplastic material and preparation of blends
 - Large scale (Industrial scale) production of bioplastic material.
 - Commercial viability and Environmental risk assessment
 - Patenting and product development.
 - Marketing of produced bioplastic.

2) Objectives with specific timeline:

Duration	Aims and objectives	Tranches of fund required	Milestones
6 Months	Increasing the strength, tear resistance and biodegradable tractable plastic production	7.5 Lakhs	Strengthen the produced Bioplastic
6-12 Month	Environmental risk assessment: To Test the effects of these bioplastic materials on the environment	7.5 Lakhs	Ecofriendly bioplastic development
12-18 Month	Manufacturing of carry bags, garbage bags and other home utensils using developed bioplastic material. Market analysis: Marketability in terms of cost effectiveness, feasibility and profitability	7 lakhs	Marketing of the product
18-24 Month	Product Realization and Commercialization	3 Lakhs	Societal benefits and profitability


BREAK UP GRANT

Received
Srinivasan

ANNEXURE II.

Break up Grant.

Sl. No	Items	Project cost		Break up Grant for Idea2 PoC Scheme
		Own Share	Idea2 PoC scheme support sought	
1	Cost of equipment	25,0000/-	---	----
2	Cost of Patent filing	--	--	--
3	Rentals (150 Sq ft)		1,12,000/-	56,000*2 Year=1,12,000/-
4	Salaries [Salary for manpower (2 JRF) and Office & Administrative (1 Office clerk)]		7,68,000/-	@ rate of 15,000 Rs./Month for each JRF and 8,000 Rs./ Month (JRF+Clerk)=7,68,000/-
5	Cost Consumables (Chemical, glass wares, plastic wares, books etc.)	35,000/-	7,50,000/-	Chemicals=4,50,000/- Glasswares+Plasticwares= 2,00,000/- Books= 50,000/- Other consumables=50,000/-
6	Outsourcing		7,00,000/-	Large scale production and characterization of bioplastic Material=7,00,000/-
7	Any other expenses (Admin and Contingency)	50,000/-	1,70,000/-	Travel, Admin charges and contingency=1,70,000/-
	Amount in Total=	1,10,000/-	25,00,000/- (Twenty-five Lakhs Rs. Only)	25,00000/- (Twenty five Lakhs Rs. Only)

Sami...

[Signature]