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INDIA NON JUDICIAL

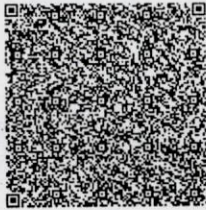
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Account Reference	: SELFPRINT (PU)/ dl-self/ NEHRU/ DL-DLH
Unique Doc. Reference	: SUBIN-DLTL-SELF33411945447409V
Purchased by	: SR4IPR PARTNERS R P YADAV
Description of Document	: Article 5 General Agreement
Property Description	: ARTICLE DESCRIPTION 5 - GENERAL AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SR4IPR PARTNERS
Second Party	: NA
Stamp Duty Paid By	: SR4IPR PARTNERS
Stamp Duty Amount(Rs.)	: 20 (Twenty only)

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Please write or type below this line

AGREEMENT FOR ACCESS AND BENEFIT SHARING

(Form-III – For filing applications for obtaining any Intellectual Property Right)

(Under the Biological Diversity Act, 2002 and Rules, 2004 and Guidelines on ABS Regulations, 2014)

[Handwritten signature]

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.shcilestamp.com or using e-Stamp Mobile App of Sted. Holding Pvt. Ltd. or on the details on this Certificate as available on the website / Mobile App for its validity.

This Agreement is made and entered on this day of2022 at Chennai, India

Between

National Biodiversity Authority, a statutory body established under the Biological Diversity Act, 2002, having its head office at 5th Floor, TICEL Bio Park, Taramani, Chennai-600 113, Tamil Nadu, India (hereafter "**NBA**"), acting through and represented by the Secretary, NBA/authorized signatory of NBA, being the person authorised to execute this Agreement.

AND

Shoolini University of Biotechnology and Management Sciences, registered/incorporated in India having its registered office at Bajhol, PO- Sultanpur, Solan- 173229, Himachal Pradesh, India, hereafter the "**Applicant**"), acting through and represented by The Registrar, Shoolini University of Biotechnology and Management Sciences, being the person authorised to execute this Agreement on behalf of the Applicant as specified in Annex C.

Hereafter, referred to as the "Parties" and individually as a "Party".

WHEREAS the NBA is the authority established under the Biological Diversity Act, 2002 (hereafter "**the Act**") authorised to grant approval for the purpose set forth herein and to determine terms and conditions to secure fair and equitable sharing of benefits arising out of the use of biological resources, knowledge and practices associated with their use;

WHEREAS the Applicant has submitted an application in Form III (Appl.no.INBA3202304554 dated 28.03.2023) under the Biological Diversity Rules, 2004 (hereafter the "**Rules, 2004**") to seek prior approval from NBA;

WHEREAS under the Rules and the guidelines on access to biological resources and/or associated knowledge and benefit sharing regulations, 2014 made under the Act, the approval shall be in the form of a written agreement duly executed between the Parties (hereafter the "**Agreement**");

AND the Parties have entered into this Agreement for access and benefit sharing according to the terms and conditions set out below.

NOW the Parties agree as follows:

1. **Definition:** For the purpose of this Agreement, the expression "**Effective Date**" shall mean the date on which both the parties sign this Agreement. In case the parties sign on different dates, the effective date shall be the date signed by NBA;
2. **Terms and Conditions of the Agreement**

2.1 Grant of approval

The NBA hereby grants approval for filing applications for obtaining Intellectual Property Right ("**IPR**") over the invention as described in **Annex B**, *only* in the

countries mentioned in **Annex D** subject to such other terms and conditions set forth in this Agreement.

2.2 Scope and extent

The approval is limited to the extent and for the purpose for which it is accorded under the appropriate Annexures.

2.3 Period

2.3.1 Period of Agreement –This Agreement shall remain in force from the effective date of this Agreement till the subsistence of the IPR for which approval was granted.

2.3.2 Notwithstanding the above, this Agreement shall remain in force until the applicant fulfils all the obligations as required under this Agreement.

2.4 Transfer to third party or by operation of law

In the event that the IPR of the Applicant is transferred by way of an assignment, licensing or by operation of law (including in cases of death or bankruptcy or dissolution of a company), all rights and obligations under this Agreement shall be binding upon the assignee or licensee or legal representative or the person to whom the IPR devolves as the case may be.

In the case of above eventuality, the legal representative or the assignee or licensee or the person to whom the IPR has devolved shall intimate and submit such relevant documents to NBA within **sixty days** of the happening of such event. Upon receiving such intimation, NBA may amend the agreement under clause 13 of this Agreement so as to ensure fair and equitable benefit sharing.

3. Obligations of the Applicant

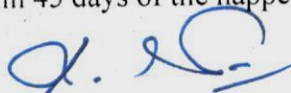
3.1. The Applicant shall share benefits as stipulated under Schedule A.

3.2 The permission granted to the Applicant is limited to that granted by the NBA in Annex-B of Schedule B of this Agreement. All other activities of the Applicant which require NBA's prior approval will need to be applied separately in the concerned Form under Rules, 2004. Further, the Applicant shall intimate to the NBA in the event of seeking IPR in other territories and thereafter the Agreement's annex will be suitably amended.

3.3 The Applicant shall abide by all the terms and conditions of the Agreement and other related legislations in force including any clearances required from the concerned authorities, such as the Chief Wildlife Warden in protected areas and forest authorities in other forest areas.



- 3.4 The Applicant shall, in the event of any material changes in the management or the shareholding of the Applicant that alters the control structure of the Applicant including changes brought by a transfer of business units, acquisition, merger, demerger or any other kind of corporate restructuring, intimate and submit all related documents to NBA within **90 days** from the completion of that event. Subsequent to the said intimation, NBA shall decide whether this Agreement shall be amended as per clause 13 or a fresh approval is required. NBA's decision in this regard shall be final.
- 3.5 The Applicant shall have India as its first source of supply and/or cultivation of biological resources for the commercialization of IPR as the case may be.
- 3.6 The Applicant shall in the event of any breach of this Agreement pay such compensation commensurate with the damage incurred to the Republic of India or to the benefit claimers as decided by the appropriate forum.
- 3.7 The Applicant shall keep all the relevant records that serve as a proof of the monetary benefits shared by the Applicant with NBA or the concerned benefit claimers as the case may be, together with supporting documents. This may be submitted to NBA as specified from time to time and such records shall be retained for at least three (3) years after the termination of this Agreement.
- 3.8 NBA shall have the right to regulate /monitor the activities approved under this Agreement, by itself or through any appropriate agency as it may deem fit.
- 3.9 Whenever the Applicant requires to access biological resources for commercial utilization of the IPR for which approval is granted under this Agreement, the Applicant shall take prior approval of NBA under Form I of the Rules, 2004 or the respective form of the concerned State biodiversity rules.
- 3.10 The Applicant shall notify in writing to the NBA about the grant of IPR and the assignment or licensing of such IPR, if any, in each of the countries/territories as specified in Annex D, within **60 days** from the date of grant of the said IPR.
- 3.11 The Applicant shall, in case of any modification or improvement or commercialization of the invention/ product/process of the IPR, intimate to NBA within **45 days** of the happening of such event. Based on such intimation, NBA may decide to review the earlier approval and its decision shall be final.
- 3.12 The Applicant, in the event of decision to withdraw or abandon the patent application, shall intimate to NBA within 45 days of the happening of such event.
- 3.13 *Status Reports*



3.13.1 The Applicant shall submit a status report for each reporting year not later than two months of the end of each reporting year in the prescribed format of NBA.

3.13.2 During the subsistence of this Agreement, the Applicant shall submit separate status reports in relation to each of the countries/territories mentioned in Annex D for each reporting year in the prescribed format of NBA. This shall be submitted not later two months of the end of each reporting year.

3.13.3 Non-submission of the status reports within the stipulated time period in relation to any of the countries/territories mentioned in Annex D will be construed as a breach for which penalty may be imposed by NBA under clause 6 of this Agreement.

3.13.4 The Applicant shall submit a copy of Form 27 of the Indian Patent Rules, 2015 within one month of submitting the same to the Patent Office.

4. Fair and Equitable Benefit Sharing

4.1 The Applicant shall share benefits as per Schedule A in monetary mode.

4.2 The Applicant shall make the payment preferably by way of demand draft or any other approved mode of payment and the same shall be drawn in the name of "National Biodiversity Fund".

5. Written Notice

5.1 Any communication including serving notices under this Agreement, shall be in writing and communicated by Registered post with acknowledgement due or e-mail or fax in the address mentioned hereunder.

If to NBA:

The Secretary, NBA, 5th Floor, TICEL Bio Park, Taramani, Chennai-600 113, Tamil Nadu, India. secretary@nba.nic.in

If to the Applicant

Shoolini University of Biotechnology and Management Sciences, Bajhol, PO-Sultanpur, Solan- 173229, Himachal Pradesh, India.

With a copy to the Authorized representative

The Registrar, Shoolini University of Biotechnology and Management Sciences, Bajhol, PO- Sultanpur, Solan- 173229, Himachal Pradesh, India. Mob: +91-8894568244; Email: registrar@shooliniuniversity.com

With a Copy to the Attorney

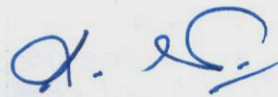
Mr. Ram Prakash Yadav, #546, Sector 4, Vaishali, Ghaziabad- 201010, Uttar Pradesh, India. Mob: +91- 9717333112; Email: rpyadav@sr4ipr.in

- 5.2 Notice is deemed to have been given if duly communicated in accordance with the Indian Contract Act, 1872 and the Information Technology Act, 2000 and related Indian legislations.
- 5.3 Any change in the address/email address/fax of the Parties shall be notified to the other Party within **15 days** of such change by way of a notice.

6. Procedure for imposing penalty in case of breach.

- 6.1 If NBA has prima facie evidence to the effect that the Applicant has committed a breach of any of the terms of this Agreement, NBA shall send a written notice to the Applicant communicating the default or details of the breach within **30 days** of the discovery of that event, giving an opportunity to be heard to the Applicant.
- 6.2 The Applicant shall within **30 days** from the date of serving of such notice respond in writing to NBA.
- 6.3 Upon receiving such explanation from the Applicant, NBA shall take into account the explanation and decide if there is a breach committed by Applicant or not. In the event that the NBA does not receive such explanation from the Applicant, NBA shall send final notice to the Applicant. If the Applicant responds within 30 days, NBA shall be taken into account the explanation and decide on the breach. If the Applicant does not respond within 30 days, the Applicant will be deemed to be in breach of this Agreement.
- 6.4 In the event that the Applicant does not respond to the final opportunity given by NBA or in the event that NBA decides that there is a breach of this Agreement, NBA has the power to issue any order executable under section 53 of the Act including imposition of penalty of a sum which may extend to one lakh rupees as determined by NBA from time to time and in addition direct the Applicant to pay such compensation commensurate with the damage incurred by the Republic of India or the benefit claimers.
- 6.5 Penalties imposed by NBA under this clause shall be in addition to any recovery of any monetary benefits due, compliance with directions or orders issued by NBA and without prejudice to any other rights under this Agreement.
- 6.6 Notwithstanding any of the clauses above, in addition to imposition of penalty, if the breach or default committed by the Applicant amounts to violation of any of the provisions of the Act, appropriate legal proceedings shall be initiated under Section 61 of the Act.

7. Termination and Revocation



- 7.1 Subject to clause 2.3, the Agreement shall stand automatically terminated on the completion of the period agreed to between the Parties including the period of extension agreed to, if any. On termination, the Applicant shall comply with obligation under clause 7.3.
- 7.2 During the subsistence of this Agreement, the Applicant shall have an option to initiate termination of this Agreement by sending a request to NBA in the form of a notice stating valid reasons for the same. On receipt of the same, it shall be the discretion of NBA to accept the reasons specified by the Applicant or not. In the event of its decision to terminate, NBA shall intimate to the applicant by way of a notice within **90 days** of making the decision. On receipt of such a notice from NBA, the applicant shall comply with clause 8.3.
- 7.3 Upon termination of the Agreement, the Applicant shall pay all outstanding dues including the benefit sharing amount and submit status report dues, if any, due until then by the Applicant within 45 days of the date of termination of this Agreement.
- 7.4 NBA may withdraw the approval granted and revoke this Agreement in case of occurrence of any of the conditions mentioned in Rule 15 of the Rules, 2004 or if the applicant performs activities contrary to any restriction or prohibition imposed by NBA or under the Act and Rules, 2004.

8. Liabilities and Indemnification

- 8.1 NBA shall not be liable for any loss or damage whatsoever caused to the Applicant due to revocation of approval for access and/or termination of this Agreement on any grounds whatsoever.
- 8.2 The Applicant shall be solely responsible for any claims by third parties arising from the Applicant's acts or omissions in the course of performing this Agreement and under no circumstances shall the NBA be held responsible or liable for any claims by such third parties.
- 8.3 The Applicant shall pay such sum for breach committed by the Applicant as determined by NBA under clause 6 of this Agreement which is in addition to the compensation commensurate with the damage incurred by the Republic of India or the benefit claimers that the Applicant is liable to pay as decided by the appropriate forum.
- 8.4 The Applicant shall indemnify and save NBA and its employees, members and officers, from and against all claims, demands, losses, damages, costs (including attorney fees), actions, suits or other proceedings, all in any manner based upon, arising out of, related to, occasioned by or attributable to, any acts or conduct of the Applicant, its employees or agents, (whether by reason of negligence or otherwise) in the performance by or on behalf of the Applicant of the provisions of this Agreement or any activity undertaken or purported to be undertaken under the authority or pursuant to the terms of this Agreement.

9. Confidentiality

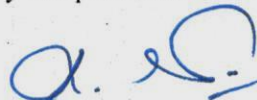
- 9.1 Upon request from the Applicant, NBA shall keep as confidential that information which is desired to be kept as confidential by the Applicant.
- 9.2 Notwithstanding the above, confidential information may be disclosed by NBA to the extent required by any law or regulation or order of any authority established by law having jurisdiction over any of the Parties or in the opinion of NBA such disclosure becomes necessary to deal with any emergency situations, or national or public interest .

10. Arbitration

- 10.1 In case any dispute or difference arises out of the interpretation of any clauses of the Agreement, either of the Parties may give the other Party a notice clearly identifying and providing details of the dispute. On receipt of such notice by the other Party, the Parties shall try to settle such dispute/difference amicably between them by negotiating in good faith within **30 days** of the receipt of such notice.
- 10.2 If the dispute or difference is not resolved by such negotiations within the period mentioned, the dispute or difference shall be referred to the sole arbitrator appointed by NBA.
- 10.3 The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 and the rules framed thereunder. The place of arbitration shall be Chennai, India.
- 10.4 The award of the Arbitrator shall be final, conclusive and binding on the Parties. The Arbitrator shall be competent to decide whether any matter or dispute or difference referred to him falls within the purview of arbitration.

11. Governing Law and Jurisdiction

- 11.1 This Agreement is governed by and is to be construed in accordance with the laws of India without regard to the principles of conflicts of laws subject to the provisions of arbitration clauses to this Agreement.
- 11.2 In the event of a dispute or difference not settled through arbitration as specified in clause 11, the Parties shall irrevocably and unconditionally submit to the appropriate court of jurisdiction in Chennai.
- 11.3 As regards all other aspects and the terms and conditions not provided for this in this Agreement, they shall be governed by the provisions of the Act read with Rules and Regulations made thereunder.



11.4 This Agreement shall not in any way constitute or be presumed to constitute a partnership or a joint venture or a joint enterprise in any way or for any purpose between the Parties hereto or make the parties in any way liable as partners of or as agents for one another.

12. Severability

12.1 If any part of this Agreement is declared or held improper or unjustifiable or invalid by a Court of Law for any reason, the deficiency or invalidity of that part shall not affect the validity of the remainder which will continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.

12.2 However the remainder of the Agreement shall not come into force unless the remainder is consistent with the declaration or order or judgment of the Court.

13. Amendment

No amendment to this Agreement shall be valid or binding upon the Parties, unless agreed upon by the Parties, in writing, and signed on behalf of each Party by their duly and legally authorized persons and such amendment shall be made as a supplementary agreement along with Annexes, as applicable.

14. Entirety of Agreement: This Agreement constitutes the culmination of all prior negotiations, understanding, representations and commitments and sets down the complete terms and conditions of Agreement between the parties as to the subject matter.

15. Annex and Schedules

a. The Schedules and their Annexes attached to this Agreement or Schedule that may be added subsequently by way of an amendment under the provisions of this Agreement shall form an integral part of this Agreement and shall be binding on the Parties.

b. This Agreement has been executed in duplicate, each of which shall be deemed to be original; one shall be retained by the NBA and other by the Applicant and both shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have signed in this Agreement on the day month and the year aforesaid in this Agreement.

.....

(S/d with date)

Signed by the Authorized person of the Authority



(S/d with date)

Signed by the Applicants

For National Biodiversity Authority

Witnesses

1. Signature

Name

Address

2. Signature

Name

Address

For the Applicant

Witnesses

1. Signature

Name

Address

2. Signature

Name

Address

Nehaika
Shoolini University IPR
Village: Bajhol, P.O. Sultanpur,
District Solan, Himachal Pradesh.
Pin Code: 173229
Shoolini University

Mitali
Mitali Gupta
Village: Bajhol, P.O. Sultanpur,
District Solan, Himachal Pradesh.
Pin Code: 173229
Shoolini University

[Handwritten signature]

NBA application no. INBA3202304554
SCHEDULE A – BENEFIT SHARING COMPONENT

Higher benefit sharing is fixed, due to traditional knowledge being involved in the invention

- (i) Where the applicant himself commercializes the process/product/innovation, the monetary benefit sharing shall be 0.4% on the annual gross ex-factory sale minus government taxes.
- (ii) Where the applicant assigns/licenses the process/product/ innovation to a third party for commercialization, the applicant shall pay to NBA 4.0% of the fee received (in any form including license/ assignee fee) and 4.0% of the royalty amount received annually from the assignee/ licensee.

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SCHEDULE B – ANNEXES TO BE ATTACHED

ANNEX A - Details of biological resources and/or knowledge associated thereto and geographical locations

Details of Biological Resources used in the Invention						
Sl. no	Nature of the Biological Resource	Common Name	Scientific Name	Parts Used	Source of Access	Place of Access
1	Plant	Roxburgh's Wormwood	Artemisia roxburghiana (correct spelling is Artemisia roxburghiana)	Leaf	Cultivated	Shoolini University of Biotechnology and Management Sciences, Bajhol, PO -Sultanpur, Solan, Himachal Pradesh
2	Plant	Santa Maria feverfew	Parthenium hysterophorus	Leaf		

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ANNEX B

Details of the invention

Title of the Invention	AN ANTIPATHOGEN FORMULATION AND A PROCESS FOR PREPARATION THEREOF
Details of the Invention	An antipathogen formulation comprises 7.5 – 15 % by weight Artemesia roxburghiana leaves. 7.5 – 15 % by weight Parthenium hysterophorus leaves. 45 – 65 % by weight solvent. 15 – 30 % by weight of a softener
Indian Patent Application No.(if application has been filed)	202011012957
Foreign filings (if application has already been filed)	NA

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ANNEX-C

AUTHORISATION LETTER FOR AGENT/REPRESENTATIVE

I/We **Shoolini University of Biotechnology and Management Sciences** hereby authorize Mr. **Ram Prakash Yadav** as my/our* agent/representative* to submit an application under Form III of the Biological Diversity Rules, 2004, to the National Biodiversity Authority, India (hereinafter referred to as the NBA) for the purpose of obtaining the prior approval of NBA for grant of IPR as required under the Biological Diversity Act, 2002.

I/We* hereby authorize and declare that all actions committed by the agent / representative* with regard to the above purpose and all communications by the agent/representative* with the NBA in this regard shall bind me/us* entirely.

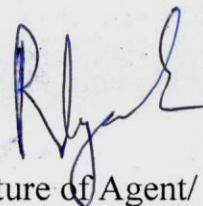


Signature of Applicant
Representative

(Common seal if applicable)

Date:

Station:



Signature of Agent/

(Common seal if applicable)

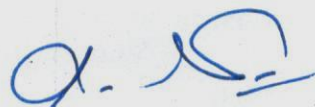
Date:

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ANNEX-D

Name of the countries/territories where IPR over the invention is sought to be taken

SI No.	Name of the country	Status of patent application
1.	India	Filed/Not yet filed: Filed Patent Application No: 202011012957
2.	Add foreign country name (if applicable)	Filed/Not yet filed : NA



**PERMIT OR ITS EQUIVALENT CONSTITUTING AN INTERNATIONALLY
RECOGNIZED CERTIFICATE OF COMPLIANCE (IRCC)**

Internationally Recognised Certificate of Compliance (IRCC) is a globally recognised compliance certificate that serves as an evidence of the decision by the Parties to grant permit to the Applicant. The permit issued by the National Biodiversity Authority (*the competent national authority under the Nagoya Protocol*) will facilitate generation of IRCC and will be published online in the Access and Benefit Sharing Clearing House (ABSCH) (<https://absch.cbd.int/>)

By procuring an IRCC, the Applicant can globally demonstrate their legal compliance with the domestic Access and Benefit Sharing (ABS) legislation (in the present case with the Biological Diversity Act, 2002 and Rules, 2004). Applicant can also keep certain information confidential, as the IRCC document is publicly available. For this purpose, the Applicant shall fill in the following details as given in the table below:

S. No	Particulars	Details about the nature of information (Please mention YES or NO in the box)
1	Name of the Applicant	<i>Do you require your name to be kept confidential?</i> <input data-bbox="1015 955 1133 1003" type="checkbox"/>
2	Subject matter of approval	<i>Do you require the biological resources/ knowledge for which the approval was given to be kept confidential?</i> <input data-bbox="1015 1119 1133 1167" type="checkbox"/>
3	Keywords that describe the subject matter of approval	<i>Do you require the keywords that describes or indicates the biological resources/ knowledge for which the approval was given to be kept confidential?</i> <input data-bbox="1015 1325 1133 1373" type="checkbox"/>
4	Type of activity to be undertaken using the subject matter of approval	<i>Do you require the activity (research/commercial utilisation/bio-survey and bio- utilisation/IPR/transfer of biological resources/knowledge) to be carried out using the approved biological resources/knowledge to be kept confidential?</i> <input data-bbox="1015 1650 1133 1698" type="checkbox"/>


Applicants Signature

Disclaimer: Please note that the above format does not constitute an access permit in itself and only validates the permit.