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January 13, 2006

Mr P N Reddy
Managing Director
Nitya Seed Sciences Pvt Ltd
Plot No.18, 1st Floor, NCL Enclave
Jeedimetla, NH – 7, Medchal Road
SECUNDERABAD 500 055

Dear Mr Reddy,

Sub: Letter of Agreement for ICRISAT-Private Sector Hybrid Parents Research Consortia.

We are glad to know that you are interested to become a Promotional Member of ICRISAT-Pearl Millet Private Sector Hybrid Parents Research Consortia.

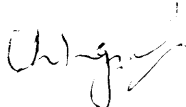
I am herewith enclosing: (i) two sets of Letter of Agreement; and (ii) the Hybrid Parents Research Consortia Project document. Please note that the revised material transfer agreement (MTA), in line with the new Consortia guidelines is included as Annexure II in the Research Project Document.

Please sign the Letter of Agreement (LoA), and return both sets of Pearl Millet LoA to us for getting our Director General's signature. We will send you one set of LoA signed by Dr William Dar upon his endorsement.

ICRISAT highly appreciates the support your organization provides to the Hybrid Parents Research Consortia.

With best regards,

Yours sincerely,



C L L Gowda
Global Theme Leader – Crop Improvement

Encl: As above

CC: Drs William D. Dar, JDH Keatinge, B I Shapiro, K N Rai – ICRISAT.

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**Letter of Agreement for Partnership
in the
ICRISAT-Private Sector *Pearl Millet* Hybrid Parents Research Consortium
(*Promotional Member*)**

The **International Crops Research Institute for the Semi-Arid Tropics (ICRISAT)**, hereafter referred to as “**ICRISAT**”; and ***Nitya Seed Sciences Pvt Ltd***, hereafter referred to as the “**Seed Company**” have agreed to be partners in the ***Pearl Millet* Hybrid Parents Research Consortium** at ICRISAT-Patancheru.

The Seed Company, by paying the Consortium fees, will become a ***Promotional Member*** of the ICRISAT- Private Sector ***Pearl Millet* Hybrid Parents Research Consortium** for two years (2006 and 2007), after which it will graduate to the level of Primary Membership under the Terms and Conditions indicated below. The payment of consortium fees is to be made to ICRISAT in the first quarter every year, but not later than July. The grant money will be put in a Consortium Fund operated by ICRISAT to provide partial funding support to the research activities mentioned in the project document attached.

The Seed Company will have access to two classes of the breeding materials: (i) the designated A/B/R lines, and (ii) the released/commercial A/B/R-lines, three years after they are named at ICRISAT, as per the terms applicable to the Promotional Members in the Consortium

The detailed terms and conditions for the consortium membership, supply of materials and other aspects of the partnership arrangements are given below.

Terms and Conditions

The provision of research grant, and dissemination of information and materials generated from this research will be guided by the following terms and conditions:

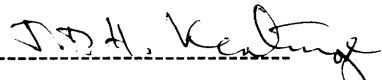
1. The Seed Company’s funding (hereafter referred to as grant) will contribute to the Consortium Fund that will enable ICRISAT to partially finance the conventional crop improvement research on ***Pearl Millet***, especially those aimed at developing hybrid parents.
2. The Seed Company will contribute ***Rs.2,50,000*** per annum for the Promotional Membership of the ***Pearl Millet* Hybrid Parents Research Consortium**.
3. The research will be consistent with ICRISAT’s mission and mandate and agreed research agenda.
4. ICRISAT will retain the exclusive right of registration of the materials and publication of research information pertaining to international public goods. Partial funding support from the seed company will be duly acknowledged.
5. The Seed Company will not have any exclusive rights to use the products of this research.
6. The Seed Company will not use ICRISAT’s name directly in marketing their product.

7. The designated parental lines and their hybrids will be evaluated at ICRISAT and at the Seed Company-managed test locations. Depending on the availability of seed and the objectives of the experiments, ICRISAT in consultation with *Pearl Millet* breeders of the Seed Company, will take a final decision on site selection.
8. ICRISAT will provide training to technical staff of the Seed Company at their cost, based on an agreed work plan and timeframe.
9. Research progress will be annually monitored through a brief annual report, highlighting major research findings with details of breeding products developed in that year. Copies of the report will be available to the Seed Company by April of the following year. The Seed Company staff will be welcome to follow up this report for discussion/clarification with ICRISAT scientists. A consolidated common annual statement of the expenditure for the Consortium Fund will also be sent to the seed company.
10. From among the selected breeding materials developed at ICRISAT, up to 50 lines per annum will henceforth be supplied **free of handling charges** to the Primary Members, and any materials above this number will be supplied on charge basis, upon specific request from the Seed Company, with duly signed Material Transfer Agreement (MTA). Details of the charges for various breeding materials are given in Table 1”
11. In accordance with the new MTA attached to the Project document, the **Seed Company agrees not to pass on these materials (and any direct selections from these) to any other organization.**
12. The seed company will be invited for participation in: (i) Scientists’ Field Days, (ii) Meetings, and (iii) Seminars at ICRISAT along with NARS public sector R&D institutions.
13. Depending on the availability of space, the Seed Company will be extended the facility of long-term cold storage at ICRISAT-Patancheru for storing their own germplasm and breeding materials (under 'Black-Box' arrangement) on payment basis. These costs will be worked out and communicated later.
14. In some good years, when profits from seed production and seed sales are high, the Seed Company is encouraged to make voluntary donations to the project during those years.
15. As per the desire expressed by the Private Sector seed companies, ICRISAT will organize a multi-locational yield trial to assist the consortium members assess the relative performance of their hybrids. Each company will contribute no more than three hybrids each year, and will provide Rs 10,000 per entry to defray costs of facilitating the multi-location evaluation. The coordination will involve assembling seed of entries, constituting and dispatching of trial sets and field books, receiving data (monitoring to the extent possible), data analysis, and sending reports to participating seed companies. The trials will be conducted at ICRISAT-Patancheru, and at test locations of consortium members.

16. A five-member Advisory Committee, with three members from the Private Sector (two representing primary members and one representing promotional members) and two members from ICRISAT, will be constituted to monitor and provide guidance to the consortia, within the framework of the Letter of Agreement. This Advisory Committee will meet at least twice a year to resolve any issues, and revisit and review the arrangements after two years (from 1 Jan 2004).
17. The ICRISAT Management Group is authorized to review the contributions and charges from time to time, in consultation with the Advisory Committee.
18. If there are disputes related to any particular term or condition of this agreement or interpretation of it, settlement of this dispute will be sought first through mutual discussion between the two parties. The parties will make every possible attempt to resolve in an amicable manner all disputes concerning the interpretation of this Agreement and implementation thereof. Any controversy, claim, or dispute arising out of, or relating to this Agreement concerning questions of fact or law, or breach thereof, will be settled or determined by the Management of ICRISAT, which shall be binding and final.

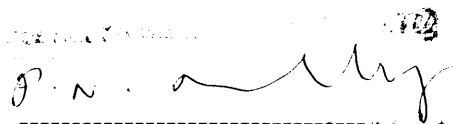
Both parties hereto have signed this Letter of Agreement, in two originals, to signify their agreement to, and acceptance of, the terms and conditions outlined above.

ICRISAT:



 William D. Dar
 Director General
 ICRISAT
 PATANCHERU P.O. 502 324
 Andhra Pradesh, India
 Dated: O.I.C.

Seed Company:



 Name: Managing Director
 Designation: Managing Director
 Organization: NITYA SEED SCIENCES PRIVATE LTD
 Address: PLOT NO-18, NCL ENICLA
 NH-7, JEEBIMETLA
 SECUNDERABAD-55
 A.P.
 13-01-06

Table 1. Seed procurement charges applicable to Seed Companies for various classes of seed materials developed at ICRISAT-Patancheru.

Improved breeding materials class	Material access and charges			
	Primary consortium members	Promotional consortium members	Non-members	Charge per sample ¹ (US\$) ²
Breeding lines (F4/S2 onwards)	Yes	No	No	100
A/B pairs under conversion	Yes	No	No	200
Finished A/B/R-lines ³	Yes	Yes ⁵	No	350
Released/commercial A/B R-lines ⁴	Yes	Yes	Yes ⁶	400

1. Each sample will refer to 5 grams seeds per sample of sorghum and *pearl millet*, and 10 grams seeds per sample of pigeonpea.
2. **Primary members will get 100 lines and promotional members will get 50 lines free of charge. Additional lines will be charged as indicated.**
3. Refers to well characterized and designated lines (named as per ICRISAT nomenclature) as promising hybrid parents.
4. Refers to those lines identified as parents of hybrids tested/released by national programs, or parents of hybrids developed and commercialized by seed companies or registered as potential hybrid parents at ICRISAT.
5. These materials will be made available to Promotional Members, 3 years after they are named at ICRISAT.
6. Non-members will have access to this material 3 years after they are supplied to consortium members.