



ADVERTISEMENT NO. 279/DR, Dated 18.01.2011

**ORISSA UNIVERSITY OF AGRICULTURE AND TECHNOLOGY
BHUBANESWAR-751 003**

Applications in plain paper are invited from the interested persons, registered firms/ seed companies for issue of non-exclusive licenses for multiplication, storage and sale of seeds of OUAT varieties protected under Protection of Plant Varieties and Farmers' Right Act. 2001. The license shall be issued for an initial period of 2 years from the date of issue of license subject to payment of license fee and signing of an agreement with OUAT. License fee shall be Rs.20,000/- (Rupees Twenty Thousands only) per year per variety and shall be paid along with application in shape of bank draft drawn on a nationalized bank in favour of Dean of Research, OUAT, Bhubaneswar. The details of terms and conditions for issue of license have been mentioned in the license agreement document which can be seen or down loaded from OUAT website (<http://ouat.ac.in>). It is also available in the IPR Cell of the university.

The application along with license fee should be sent to the Dean of Research, OUAT, Bhubaneswar-751003 in closed cover by registered post so as to reach to Dean Research on or before 20th February 2011. Applications reaching after stipulated date shall not be entertained. The university reserves the right to issue license to any applicant or reject without assigning any reason there of.

Name of crop varieties for which license to be issued –

Crop : Rice

1. Pratikshya, 2.Jogesh, 3. Mahanadi, 4.Indravati, 5. Prachi, 6.Ramachandi, 7. Jagabandhu, 8.Lalitagiri, 9.Udayagiri, 10.Sidhanta, 11.Upahar, 12.Gajapati, 13. Kharavela

Crop : Blackgram

1. Ujala (OBG-17), 2. B 3-8-8 (Prasad)

Sd/-
Dean of Research

Terms and conditions of licensing of OUAT varieties protected under PPV & FR Act, 2001

1. OUAT will issue license to interested parties for undertaking multiplication/sale and storage of seeds of the OUAT varieties registered under PPV & FR Act 2001.
2. The license will be issued to interested applicants for multiplication, storage and sale of seeds of plant varieties.
3. The license shall be non-exclusive and issued for a period of 1 year which can be renewed for another year subject to satisfactory performance and payment of license fee and execution of licensing agreement.
4. The licensee will have the right to produce, store and sale the foundation and certified seeds after due certification of the protected varieties in respect of which he has been issued a license.
5. For production of foundation and certified seeds of varieties he has to obtain breeder seeds from the University on payment of cost of seeds. The licensee can only produce one stage of foundation seed for further multiplication and sale.
6. The licensee will have no right to issue sublicense or transfer the license to others without approval of University.
7. The licensee will be responsible for the maintenance of seed quality and genetic purity of seeds multiplied at his end.
8. The Licensee will indemnify the licensor (OUAT) from any legal consequences arising out of his deals in subsequent multiplication and transaction of seed or propagule.
9. Breeder of the crop variety or his successor shall be responsible for maintenance of nucleus seed and production of breeder seeds as per requirement of licensee. For the purpose the licensee should give indent to OUAT well in advance.
10. The licensee(s) shall be responsible to produce enough seed to meet the requirement of state government and other agencies and there should not be short supply of the seeds.
11. The licensee shall produce and sell seeds in the respective states as mentioned in the license agreement on a regular basis in sufficient quantity and at a reasonable price.
12. The licensee will use the registered denomination and OUAT logo on all packets of the licensed seed. The licensee may also use his own trade mark in the licensed seed.
13. The University will have right to produce seeds to meet its own requirement.
14. The license fee should be fixed at Rs.20,000/-(Rupees twenty thousand) only per year per variety for a maximum coverage of ten hectare .Any additional hectare of seed area the licensee will have to pay Rs1000/-(One thousand) extra.
15. If the licensee violates the terms and conditions of license, the university may cancel the license after giving notice to the licensee.
16. In the event of any dispute between licensee and the licensor the same can be settled by the arbitrator appointed by the Vice-Chancellor and jurisdiction of Court shall be that of the Orissa High Court.
17. The licensee in his own interest should see the suitability of the licensed variety for the concerned state.
